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Document 2008 1520 Type 04 008 Pages 5
Date 5/14/2008 Time 8:30:10AM
✓ Rec Amt $27.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FOR RECORDER'S USE ONLY

Prepared By: Tammy Stephenson, Cedar Rapids Bank and Trust Company, 500 1st Avenue NE Ste 100, P.O. Box 789, Cedar Rapids, IA 52406-0789, (319) 862-2728

RECORDATION REQUESTED BY:
Cedar Rapids Bank and Trust Company, 500 1st Avenue NE Ste 100, P.O. Box 789, Cedar Rapids, IA 52406-0789

ENV. ⊗ **WHEN RECORDED MAIL TO:**
Cedar Rapids Bank and Trust Company, 500 1st Avenue NE Ste 100, P.O. Box 789, Cedar Rapids, IA 52406-0789

CEDAR RAPIDS BANK & TRUST

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 2 of this Modification. The legal description can be found on page 2 of this Modification. The parcel identification number can be found on page 2 of this Modification. The related document or instrument number can be found on page 2 of this Modification.

THIS MODIFICATION OF MORTGAGE dated May 6, 2008, is made and executed between Timothy F. Kendrick and Rhonda L. Kendrick, not personally but as Trustees on behalf of Timothy F. Kendrick Revocable Trust U/A (referred to below as "Grantor") and Cedar Rapids Bank and Trust Company, whose address is 500 1st Avenue NE Ste 100, P.O. Box 789, Cedar Rapids, IA 52406-0789 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 12, 2007 (the "Mortgage") which has been recorded in Delaware County, State of Iowa, as follows:

Recorded on 12/21/2007, Delaware County Recorder, Book 2007 Page 4063.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Delaware County, State of Iowa:

Northeast Quarter of the Northwest Quarter of Northeast of Section 12, Township 90 North, Range 3, West of the 5th P.M. Also described as the East one-half (E 1/2) of the North one-half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township Ninety (90) North, Range Three (3), West of the 5th P.M.

The Real Property or its address is commonly known as IA. The Real Property parcel identification number is 020-12-00-026-00.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

add additional 60 acres (Bruggeman): THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), AND THE NORTH ONE-HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4), AND THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4), THENCE SOUTH NINETY (90) FEET, THENCE IN A NORTHEASTERLY DIRECTION TO A POINT NINETY (90) FEET EAST OF THE POINT OF BEGINNING, THENCE WEST NINETY (90) FEET TO THE POINT OF BEGINNING; ALL IN SECTION FOURTEEN (14), TOWNSHIP NINETY (90) NORTH, RANGE THREE (3), WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 6, 2008.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

TIMOTHY F. KENDRICK REVOCABLE TRUST U/A

By: _____
Timothy F. Kendrick

By: _____
Rhonda L. Kendrick

LENDER:

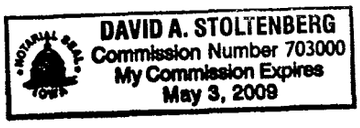
CEDAR RAPIDS BANK AND TRUST COMPANY

X _____
David Stoltenberg, Vice President

TRUST ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

On this 12th day of May, A.D., 20 08, before me, the undersigned Notary Public in said County and State, personally appeared **Timothy F. Kendrick,** _____ **of Timothy F. Kendrick Revocable Trust U/A and Rhonda L. Kendrick,** _____ **of Timothy F. Kendrick Revocable Trust U/A,** to me personally known, who, being by me duly sworn did say they are **authorized signers** of said trust, that on behalf of the said trust by authority of the trust documents or, by authority of statute, and that said **Timothy F. Kendrick and Rhonda L. Kendrick** acknowledged the execution of said instrument to be the voluntary act and deed of said trust by it voluntarily executed.



David A. Stoltenberg
Notary Public in the State of _____

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

On this 12th day of May, A.D., 20 08, before me, the undersigned Notary Public in said County and State, personally appeared **David Stoltenberg** and known to me to be the **Vice President,** authorized agent for **Cedar Rapids Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Cedar Rapids Bank and Trust Company,** duly authorized by **Cedar Rapids Bank and Trust Company** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Cedar Rapids Bank and Trust Company.**

By Lesa R. Ament Residing at Cedar Rapids

Notary Public in and for the State of IA My commission expires 9-14-08

NOTARIAL SEAL IOWA
Lesa R. Ament
COMMISSION NUMBER 224473
My Commission Expires
9-14-08

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