Book 2009 Page 978
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FOR RECORDER'S USE ONLY

Prepared By: Lesa R. Ament, 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

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

1169921484

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 ~~xx~~ 5 of this Modification. The legal description can be found on page 2 ~~xx~~ 5 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated January 15, 2009, is made and executed between Kendrick, Inc., an Iowa Corporation (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 April 14, 2004 (the "Mortgage") which has been recorded in Delaware County, State of Iowa, as follows:

Recorded in the office of the Delaware County Recorder, Iowa on 4/26/2004 in Book 2004, Page 1382/.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 601 S Washington, Edgewood, IA 52042.

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

This mortgage is being modified to secure credit in the amount of $1,494,426.00. The existing legal description is hereby deleted and replaced with the following: See Exhibit "A".

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 JANUARY 15, 2009.

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

GRANTOR:

KENDRICK, INC.

By: _____
Timothy Kendrick, Pres/Sec/Board Director of Kendrick, Inc.

By: _____
Rhonda Kendrick, VP/Treas/Board Director of Kendrick, Inc.

LENDER:

CEDAR RAPIDS BANK AND TRUST COMPANY

X _____
John Hall, Commercial Banking Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

On this 16th day of March, A.D., 20 09, before me, the undersigned Notary Public in said County and State, personally appeared **Timothy Kendrick, Pres/Sec/Board Director of Kendrick, Inc. and Rhonda Kendrick, VP/Treas/Board Director of Kendrick, Inc.**, to me personally known, who, being by me duly sworn did say they are **authorized signers** of said corporation, that no seal has been procured by said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of directors and that said **Timothy Kendrick and Rhonda Kendrick** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

NOTARIAL SEAL IOWA
LESA R. AMENT
Commission Number 224473
My Commission Expires
September 14, 2011

_____
Notary Public in the State of

_____

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

On this 16th day of March, A.D., 20 09, before me, the undersigned Notary Public in said County and State, personally appeared **John Hall** and known to me to be the **Commercial Banking Officer,** 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 Katie Wedeking Residing at CRBT

Notary Public in and for the State of IA. My commission expires 3/17/10

KATIE WEDEKING
Commission Number 727475
My Commission Expires
March 17, 2010

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Kendrick, Inc.
Legal Description

EXHIBIT "A"

CONTINUATION OF AN ABSTRACT OF TITLE TO: The South ninety seven (97.0) feet of Lots Twenty Six (26) and Twenty Seven (27) of F. A. Densmore's Addition to Edgewood, Iowa, according to plat recorded in Book 1 Plats, Pages 88-89; also Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Twenty (20) of F. A. Densmore's Third Addition to Edgewood, Iowa, according to plat recorded in Book 1 Plats, Page 117; also the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth Principal Meridian; and the South one-half (S½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M., except such parts as might be included in F. A. Densmore's Addition and F. A. Densmore's Third Addition to Edgewood, Iowa, and except that part described as commencing at the center of Delaware and Maple Streets in Edgewood, Iowa, and running thence West thirty three (33.0) feet, thence South thirty three (33.0) feet, thence East thirty three (33.0) feet, thence North thirty three (33.0) feet to the point of beginning, used for street purposes; and also the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M., except the South one hundred twenty five (125) feet of the East one hundred twenty five (125) feet thereof,

AND

Parcel I Part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) Section Two (2), Township Ninety North (T90N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2000, Page 3300.