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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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PREPARER: NICOLE L OSTERHAUS, FIRST FEDERAL CREDIT UNION, 1035 N. CENTER POINT RD. HIAWATHA, IA 52233, PH: 319-743-7806

RETURN TO: NICOLE L OSTERHAUS, FIRST FEDERAL CREDIT UNION, 1035 N. CENTER POINT RD. HIAWATHA, IA 52233, PH: 319-743-7806

ENV. ⊗

AMENDMENT TO MORTGAGE

(Iowa)

This Amendment to Mortgage (the "**Amendment**") is made and entered into by the undersigned borrower(s), grantor and/or other obligator (the "**Mortgagor**") and First Federal Credit Union ("the **Bank**") as of the date set forth below.

RECITALS

A. The mortgage (or the Mortgagor's predecessor in interest, if different from the undersigned mortgagor) executed a mortgage (the "**Mortgage**"), dated 05-29-2009. The land (defined in the Mortgage) subject to the Mortgage is legally described as follows (or in **Exhibit "A"** hereto if the description does not appear below):

SEE ATTACHMENT "A"

B. The Mortgage recorded in the office of the Recorder of DELAWARE County, Iowa on 06/02/2009 in Book 2009, beginning on page 2170.

C. The Mortgagor has requested that the Bank permit certain modifications to the Mortgage as described below.

D. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. ☐ **Secured Amount:** If checked here, the following language shall be added to the Mortgage, or amended, as applicable: "**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 650,500.00. LOANS AND ADVANCE UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES OR LIENS".**

2. **Maturity of Mortgage:** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

3. **Additional terms:**

4. **Fees and Expenses:** Mortgagor shall pay any fees or expenses in connection with the preparation, execution and recording of the Amendment.

5. **Effectiveness of Prior Document:** Except as herein provided, all other terms and conditions contained in the Mortgage in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage, and nothing herein will effect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby confirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties:** The Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts:** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization:** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referred to herein are within the organizational powers (as applicable) of the Mortgagor and have been duly authorized by all necessary organizational action.

9. **Receipt of Copy:** Mortgagor hereby acknowledges the receipt of a copy of this Amendment to Mortgage together with a copy of each promissory note secured hereby.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE, NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THE WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of 09/09/09 .

Mortgagor Name(s): **RONALD M BOCKENSTEDT AND MICHELLE BOCKENSTEDT**

Ronald M. Bockenstedt 9-9-09
RONALD M BOCKENSTEDT Date

Michelle R Bockenstedt 9-9-09
MICHELLE BOCKENSTEDT Date

Mortgagee (Bank) Name: **First Federal Credit Union**

by: NICOLE L OSTERHAUS, LOAN OFFICER

I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS AMENDMENT TO MORTGAGE, I (WE) VOLUNTARILY GIVE UP MY (OUR) RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WTH RESPECT TO CLAIMS BASED UPON THE MORTGAGE OR AMENDMENT TO MORTGAGE.

Ronald M. Bockenstedt 9-9-09 Michelle R Bockenstedt 9-9-09
RONALD M BOCKENSTEDT Date MICHELLE BOCKENSTEDT Date

MORTGAGOR NOTARIZATION

ACKNOWLEDGMENT: STATE OF IOWA, COUNTY OF LINN } ss.
On 09/09/09 , before me, a Notary Public in the State of Iowa, personally appeared RONALD M BOCKENSTEDT AND MICHELLE BOCKENSTEDT , to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NICOLE L. OSTERHAUS
Commission Number 716413
My Commission Expires
May 7, 2011

Nicole L. Osterhaus
NICOLE L OSTERHAUS - Notary Public In The State of Iowa

MORTGAGEE (BANK) NOTARIZATION

ACKNOWLEDGMENT: STATE OF IOWA, COUNTY OF LINN } ss.
On 09/09/09 , before me, the undersigned, a Notary Public in and for said County and State, personally appeared NICOLE L OSTERHAUS, to me personally known, who being by me duly sworn, did say that he is the LOAN OFFICER of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said NICOLE L OSTERHAUS as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her voluntarily executed.

CHRIS NEAL
Commission Number 724707
My Commission Expires
September 25, 2009

CHRIS NEAL - Notary Public In The State of Iowa