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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Legal Description Located on Page 5

Prepared by & Return to: American Trust & Savings, Roseann Sabers, 895 Main St, Dubuque, IA 52001 (563) 582-1841.

ORIGINAL

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

AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE

THIS AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE (this "Amendment") is made as of this 28th day of August, 2013, by and between **Bruggeman Real Estate, LLC**, an Iowa limited liability company ("Mortgagor") and **American Trust & Savings Bank** ("Lender").

RECITALS

WHEREAS, Mortgagor previously executed that certain (i) Open-End Real Estate Mortgage dated August 17, 2005, in favor of Lender with respect to certain real property as described on Exhibit A, which was recorded in the records of the Delaware County, Iowa Recorder on September 16, 2005, in Book 2005 Page 3302, as may be amended from time to time ("Mortgage");

WHEREAS, prior to the date hereof, Lender made certain loans and other financial accommodations to Mortgagor and/or Bruggeman Lumber, Inc., an Iowa corporation ("Bruggeman Lumber") which loans and financial accommodations shall be secured by the Mortgage;

WHEREAS, Mortgagor receives a direct and substantial benefit from each of the loans and financial accommodations made from time to time by Lender to Bruggeman Lumber; and

WHEREAS, Mortgagor and Bruggeman Lumber requested that Lender continue or extend certain loans, as the case may be, to Mortgagor and Bruggeman Lumber or any one or more of them, which Lender is willing to do subject to the execution hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Mortgagor and Lender as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in each Mortgage.

2. Amendment to Paragraph 4 of Mortgage – Secured Debt Defined. Paragraph 4 of each Mortgage is hereby amended and restated in its entirety to read as follows:

"4. **SECURED DEBT DEFINED**. The term "Secured Debt" includes, but is not limited to, the following:

A. Any and all indebtedness, obligations and liabilities now or hereafter owing by Mortgagor to Lender, together with all amendments, supplements, extensions, renewals, modifications, substitutions, restatements and refinancings thereof, including, without limitation all obligations and liabilities of Mortgagor to Lender for overdrafts relating to any deposit account agreement between Mortgagor and Lender, as well as any deposit account agreement among Mortgagor and Lender, and liabilities for ACH (Automated Clearing House) transactions processed by Lender on behalf of Mortgagor pursuant to any ACH agreement between such Mortgagor and Lender;

B. Any and all indebtedness, obligations and liabilities now or hereafter owing by Bruggeman Lumber, Inc. to Lender, together with all amendments, supplements, extensions, renewals, modifications, substitutions, restatements and refinancings thereof, including, without limitation, all obligations and liabilities of Bruggeman Lumber, Inc. to Lender for overdrafts relating to any deposit account agreement between Bruggeman Lumber, Inc. and Lender and liabilities for ACH (Automated Clearing House) transactions processed by Lender on behalf of Bruggeman Lumber pursuant to any ACH agreement between Bruggeman Lumber, Inc. and Lender;

C. Payment and performance of all indebtedness, obligations and liabilities of Mortgagor, and/or Bruggeman Lumber, Inc. evidenced by or arising in connection with each of the promissory note(s), contract(s), guaranty(ies), or other evidence of debt now or hereafter executed by or

on behalf of Mortgagor, and/or Bruggeman Lumber, Inc. in favor of Lender (collectively, "Evidence of Debt");

D. Any and all future advances from Lender to Mortgagor, and/or Bruggeman Lumber, Inc. and all future obligations of Mortgagor, and/or Bruggeman Lumber, Inc. to Lender under any Evidence of Debt or under any other promissory note, contract, guaranty, or other evidence of debt existing now or executed after the Mortgage, whether or not the Mortgage is specifically referred to therein, whether or not such future advances or obligations are incurred for any purpose that was related or unrelated to the purpose of the Evidence of Debt, regardless of the fact that from time to time there may be no balance due under any Evidence of Debt and regardless of whether Lender is obligated to make such future advances; and

E. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect from time to time, as provided in the Evidence of Debt."

3. Acknowledgment, Continuance and Reaffirmation of Mortgage. Mortgagor hereby acknowledges and agrees that: (a) Mortgage is a valid and enforceable lien upon the Property; (b) Mortgage, and each of the terms and conditions set forth therein, as amended by this Amendment, remains in full force and effect; (c) Mortgage secures the obligations described in the Mortgage, as amended by this Amendment; (d) Mortgage, as amended by this Amendment, shall be binding on any successors and assigns of the parties hereto; and (e) this Amendment represents the final agreement between the parties hereto as the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto and there are no unwritten oral agreements between the parties hereto.

4. Reaffirmation. Mortgagor hereby expressly reaffirms each of the representations, warranties and covenants set forth in Mortgage, as amended by this Amendment.

5. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa applicable to agreements made and wholly performed within such state.

6. Incorporation of Recitals. The Recitals to this Amendment are true, correct and incorporated herein by reference.

7. Counterpart Signatures. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment to Mortgage as of this 28th day of August, 2013.

MORTGAGOR:
BRUGGEMAN REAL ESTATE, LLC

By: Arnold E Bruggeman
Arnold E. Bruggeman, Manager & President

By: Wm Wiezorek
William R. Wiezorek, Manager & Vice President

COUNTY OF DUBUQUE
STATE OF IOWA

PAT HOGREFE
Commission Number 726573
My Comm. Exp. 1-26-2016

On this 28th day of August, 2013, before me, the undersigned Notary Public in said County and State, personally appeared Arnold E. Bruggeman and William R. Wiezorek to me personally known, who being by me duly sworn, did say that they are the managers and President and Vice-President, respectively, of said limited liability company, and that the instrument was signed and sealed on behalf of the limited liability company by authority of the limited liability company and the each acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company by it and by the managers and designated agents voluntarily executed.

Notary Public in and for Dubuque County, Iowa

Exhibit A

The West one-half (W 1/2) of Lots One Hundred Eighty One (181) and One Hundred Eighty Two (182), and all of Lots Two Hundred Forty Eight (248), Two Hundred Forty Nine (249), Two Hundred Fifty (250), Two Hundred Fifty One (251), all in Sand Spring, Iowa, according to plat recorded in Book I L.D., Pages 220-221; also all that part of the abandoned right of way and depot grounds of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in Sand Spring, Delaware County, Iowa, as shown by the plat thereof recorded in Book I L.D., Pages 220-221, lying Northerly of the center line of South Street and lying Southwesterly of the center line of Spring Street