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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Kind: AMENDED OR CORRECTED MORTGAGE
Recorded: 02/20/2014 at 09:24:21 AM
Fee Amt: $17.00 Page 1 of 3
Dubuque County Iowa
Kathy Flynn Thurlow Recorder
File2014-00001587

Prepared by & Return to: American Trust & Savings, Attn: Kaitlan Larson, 301 1st Ave E, Dyersville, IA, 52040-1204, (563) 582-6350.

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 19th day of February, 2014, by and between **Francis C. Hoffmann and Sharon L. Hoffmann**, husband and wife, ("**Mortgagor**") and **American Trust & Savings Bank** ("**Lender**").

RECITALS

WHEREAS, Mortgagor previously executed that certain Open-End Real Estate Mortgage dated April 17, 2009, in favor of Lender with respect to certain real property described therein, which was recorded in the records of Dubuque County, Iowa Recorder on April 22, 2009, in File Number 2009-00007652, and also recorded in the records of Delaware County, Iowa Recorder on April 30, 2009, in Book 2009, Page 1735, 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 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 Mortgagor; and

1700 American Trust Dyersville

WHEREAS, Mortgagor requested that Lender continue or extend certain loans, as the case may be, to Mortgagor, 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 between 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 the Mortgage.

2. Amendment to Paragraph 2 of the Mortgage – Mortgage. The last two sentences (and only the last two sentences) of Paragraph 2 titled "Mortgage" of the Mortgage are hereby amended and restated in their entirety to read as follows:

> **"NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $400,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS."**

3. Acknowledgment, Continuance and Reaffirmation of Mortgage. Mortgagor hereby acknowledges and agrees that: (a) the Mortgage is a valid and enforceable lien upon the Property; (b) the Mortgage, and each of the terms and conditions set forth therein, as amended by this Amendment, remains in full force and effect; (c) the Mortgage secures the credit and each of the obligations described in the Mortgage, as amended by this Amendment. Mortgagor hereby expressly reaffirms each of the representations, warranties and covenants set forth in the Mortgage, as amended by this Amendment; (d) Mortgage, as amended by this Amendment, shall each 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. 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.

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

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto executed this Amendment as of this 19th day of February, 2014.

MORTGAGOR:

Francis C. Hoffmann

Sharon L. Hoffmann

LENDER:

American Trust & Savings Bank

Linus R. Kuboushek, 2nd Senior Vice President

COUNTY OF Dubuque
STATE OF IOWA

On this 19th day of February, 2014, before me, the undersigned, Notary Public in and for said State, personally appeared Francis C. Hoffmann and Sharon L. Hoffmann, husband and wife, to me known to be the identical persons named in and who, being duly sworn by me, executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JULIE HERMSEN
Commission Number 718880
My Comm. Exp. 10-7-14

Notary Public in and for the State of Iowa

COUNTY OF Dubuque
STATE OF IOWA

On this 19th day of Feb, 2014, before me, a Notary Public in and for the said County and State, appeared Linus R. Kuboushek, personally known who, being by me duly sworn, did say that he is the 2nd Senior Vice President, of American Trust & Savings Bank, and that no seal has been procured by said bank, and that the foregoing instrument was signed in behalf of said bank by authority of its board of directors, and said Linus R. Kuboushek, acknowledged said instrument to be the voluntary act and deed of his and said bank.

JULIE HERMSEN
Commission Number 718880
My Comm. Exp. 10-7-14

Notary Public in and for the State of Iowa