Book 2014 Page 1774
Document 2014 1774 Type 04 008 Pages 4
Date 7/22/2014 Time 10:09:32AM
Rec Amt $22.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: American Trust & Savings, Attn: Sue Port, 895 Main St, PO Box 928, Dubuque, IA 52004-0938, (515) 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 AMENDMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AMENDMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

SECOND AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE

THIS SECOND AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE (this "**Amendment**") is made as of this 9th day of July, 2014, by and between **Mark F. Klaren and Karol L. Klaren**, husband and wife, ("**Mortgagor**") and **American Trust & Savings Bank** ("**Lender**").

RECITALS

WHEREAS, Mortgagor previously executed that certain Open-End Real Estate Mortgage dated April 6, 2007, in favor of Lender with respect to certain real property described therein, which was recorded in the records of Delaware County, Iowa Recorder on April 17, 2007, in Book 2007 Page 1135, 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 Sandy Hill Swine, LLC, an Iowa Limited Liability Company ("SHS") or any one or more of them; and

WHEREAS, Mortgagor requested that Lender continue or extend certain loans, as the case may be, to Mortgagor and SHS 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 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 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; and (ii) 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 Sandy Hill Swine, LLC, an Iowa Limited Liability Company ("SHS"), to Lender, together with all amendments, supplements, extensions, renewals, modifications, substitutions, restatements and refinancings thereof; and (ii) all obligations and liabilities of SHS to Lender for overdrafts relating to any deposit account agreement between SHS and Lender and liabilities for ACH (Automated Clearing House) transactions processed by Lender on behalf of SHS, pursuant to any ACH agreement between SHS and Lender;

C. Payment and performance of all indebtedness, obligations and liabilities of Mortgagor, SHS, or any one or more of them

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, SHS, or any one or more of them in favor of Lender (collectively, "Evidence of Debt");

D. All future advances from Lender to Mortgagor, SHS, or any one or more of them and all future obligations of Mortgagor, SHS, or any one or more of them under any Evidence of Debt or under any other promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage, whether or not this 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) 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 credit and each the obligations described in the Mortgage, as amended by this Amendment; (d) Mortgagor hereby expressly reaffirms each of the representations, warranties and covenants set forth in the Mortgage, as amended by this Amendment; (e) the Mortgage, as amended by this Amendment, shall be binding on any successors and assigns of the parties hereto; and (f) 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 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 9th day of July, 2014.

MORTGAGOR:

Mark F. Klaren & Karol L. Klaren

Mark F. Klaren

Karol L. Klaren

LENDER:

American Trust & Savings Bank

Patrick D. Hogrefe, 2nd Senior Vice President

COUNTY OF Dubuque
STATE OF IOWA

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

On this 9th day of July, 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared Mark F. Klaren and Karol L. Klaren, husband and wife, who being duly sworn, acknowledged that their execution of the foregoing instrument, to be each of their voluntary act and deed.

Notary Public in said State of Iowa

COUNTY OF Dubuque
STATE OF IOWA

On this 9th day of July, 2014, before me, a Notary Public in and for the said State, appeared Patrick D. Hogrefe, personally known who, being by me duly sworn, did say that he is the Second 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 on behalf of said bank by authority of its board of directors, and said Patrick D. Hogrefe, 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 said State of Iowa