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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: American Trust & Savings, Attn: Mandy Jo Ames, 301 1st Ave E Dyersville, IA 52040-1204

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.

1st AMENDMENT TO MORTGAGE

THIS 1st AMENDMENT TO MORTGAGE (this "**Amendment**") is effective the 27th day of October, 2015, by and between **Thomas R. Vaske and Laura I. Vaske,** husband and wife ("Mortgagor"), and **American Trust & Savings Bank** ("Lender").

RECITALS

WHEREAS, Mortgagor previously executed that certain (i) Mortgage dated May 8, 2015, in favor of Lender with respect to certain real property described therein, which was recorded in the records of the Delaware County, Iowa Recorder on May 21, 2015, as Book 2015, Page 1265 (as the same may be amended from time to time, the "Mortgage");

WHEREAS, prior to the date hereof, Lender made certain loans and other financial accommodations to Mortgagor which loans and financial accommodations are secured by the Mortgage;

WHEREAS, Mortgagor requested that Lender increase, continue, and/or extend certain loans, as the case may be, to Mortgagor, which Lender is willing to do subject to the execution hereof;

WHEREAS, the legal description of the Mortgage contains scrivener's errors, which is the purpose of the amendment below;

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 Legal Description. The section titled GRANT OF MORTGAGE on page 1 of the Mortgage is hereby amended and restated in its entirety to read as follows:

> **GRANT OF MORTGAGE. For valuable consideration, Grantor** mortgages and conveys to Lender and grants to Lender a security interest in all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; rents and profits; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Delaware County, State of Iowa:**
>
> > **The South one-half (S1/2) of the Northeast fractional Quarter (NE fr1/4), except commencing at the Southeast corner thereof, and running thence North 0° 02' East one thousand three hundred fourteen and seven-tenths (1314.7) feet along the East line of said Northeast fractional Quarter (NE fr1/4), thence North 89° 51' West two thousand three hundred eighty three and five-tenths (2383.5) feet along the North line of said South one-half (S1/2) of the Northeast fractional Quarter (NE fr1/4), thence South 1°40' West Three hundred ten and two-tenths (310.2) feet, thence South 33° 44' East two hundred forty two (242.0)feet, thence South 82° 42' East two hundred one and**

two-tenths (201.2) feet, thence South 43° 46' East thirty and four-tenths (30.4) feet, thence South 87° 29' East Five hundred ninety eight and eight-tenths (598.8) feet, thence South 8° 07' East three hundred sixty eight and four-tenths (368.4) feet, thence South 3° 16' East one hundred twenty eight (128.0) feet, thence South 6° 15' East one hundred thirty seven and eight-tenths (137.8) feet, thence South 88° 25' East one hundred twenty five and nine-tenths (125.9) feet, thence South 16° 19' East one hundred seven and three-tenths (107.3) feet to the South line of said Northeast fractional Quarter (NE fr1/4), thence North 90° 00' East along said South line one thousand two hundred eight and eight-tenths (1208.8) feet to the point of beginning, and also except Parcel B Part Of The Southwest Quarter (SW1/4) Of The Northeast Quarter (NE1/4), Section Five (5), Township Eighty-Seven North (T87N), Range Three West (R3W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded In Book 2007, Page 41; and the Southeast Quarter (SE1/4) of the Northwest fractional Quarter (NW fr1/4), all In Section Five (5), Township Eighty Seven (87) North, Range Three (3), West of the Fifth P.M.

3. Addition to Mortgage. The paragraph below beginning with "NOTICE" is hereby added to, and incorporated in its entirety within the Mortgage as the first paragraph of the Mortgage to read as follows:

NOTICE: This Mortgage secures credit in the amount of $375,000.00. 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.

4. 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 obligations and credit described in the Mortgage, as amended by this Amendment; (d) the 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.

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

6. 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.

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

8. 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 has executed this 1st Amendment to Mortgage as of this 27th day of October, 2015.

MORTGAGOR:

By: _____
Thomas R. Vaske

By: _____
Laura I. Vaske

COUNTY OF Dubuque
STATE OF IOWA

On this 27th day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas R. Vaske and Laura I. Vaske, to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that Thomas R. Vaske and Laura I. Vaske executed the same as their voluntary act and deed.

LINUS R. KUBOUSHEK
Commission Number 113688
My Comm. Exp. Feb 19 2016

_____
Notary Public in and for said State