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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENV

Prepared by & Return to: American Trust & Savings, Attn: Mandy Jo Ames, American Trust & Savings Bank, 301 1st Ave E, Dyersville, IA 52040, (563) 875-2491

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 MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "**Amendment**") is effective the 2nd day of December, 2015, by and between **Troy A. Deutmeyer & Michelle M. Deutmeyer, husband and wife ("Grantor")**, and **American Trust & Savings Bank ("Lender")**.

RECITALS

WHEREAS, Grantor previously executed that certain Mortgage dated February 8, 2008, 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 February 13, 2008, as Book 2008, Page 407, as may be amended from time to time ("**Mortgage**");

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

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

WHEREAS, Grantor and Lender inadvertently omitted part of the legal description on the Mortgage;

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 Grantor 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 MORTGAGE on page 1 of the Mortgage is hereby amended and restated in its entirety to read as follows:

> **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, warrants, conveys and mortgages to Lender and grants to Lender a security interest in all of Mortgagor'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 and crops and timber and all diversion payments or third party payments made to crop producers, and also includes but is not limited to all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the real estates, however established (the "Property") located in Delaware County, State of Iowa:
>
> > Parcel A part of The Northwest Quarter (NW ¼) Of The Southwest Quarter (SW ¼) , Section Twenty-Five (25), Township Ninety North (T90N), Range Three West (R3W) Of The Fifth Principal Meridian, Delaware County, Iowa; and
> >
> > The South 350 feet and the West 400 feet of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Twenty Six (26), Township Ninety (90) North, Range Three (3), West of the Fifth P.M., Delaware County, Iowa.
>
> The Real Property or its address is commonly known as 1474 330th Ave., Dyersville, IA 52040 & 3298 145th St., Dyersville, IA 52040, parcel 010260001410 and parcel 010250000800.
>
> **NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $580,000.00. 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. Grantor 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.

4. Reaffirmation. Grantor hereby expressly reaffirms each of the representations, warranties and covenants set forth in each 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. 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 2nd day of ~~November, 2014~~ December, 2015.

GRANTOR & MORTGAGOR:

Troy A. Deutmeyer

Michelle M. Deutmeyer

LENDER:

American Trust ~~& Savings~~ Bank

~~Patrick D. Hogrefe, Senior Vice President~~

COUNTY OF Iowa
STATE OF IOWA

On this 2nd day of ~~November, 2015~~ December, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Troy A. Deutmeyer and Michelle M. Deutmeyer, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that Troy A. Deutmeyer and Michelle M. Deutmeyer executed the same as their voluntary act and deed.

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

~~Notary Public in and for the State of Iowa~~