ATTN American Trust & Sav
P.O. Box 307
Maquoketa IA
52040

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: American Trust & Savings, Attn: Kaitlan Larson, 895 Main St, Dubuque, IA 52001 (563) 582-1841 ext. 226.

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.

SECOND AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE

THIS SECOND AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE (this "**Amendment**") is made effective as of the 27th day of March, 2017, by and between **Randolph T. McAllister and Doris A. McAllister**, as husband and wife, ("**Mortgagor**") and **American Trust & Savings Bank** ("**Lender**").

RECITALS

WHEREAS, Mortgagor previously executed that certain Open-End Real Estate Mortgage dated February 9, 2006, in favor of Lender with respect to certain real property described in Exhibit A, attached hereto and incorporated herein by this reference, which was recorded in the records of Delaware County, Iowa Recorder on February 10, 2006, in Book 2006 Page 457, 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

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 Section 2 of the Mortgage – Mortgage. The last two sentences (and only the last two sentences) of Section 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 $783,200.00. 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 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 each 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. Reaffirmation. Mortgagor 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.

8. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

9. Headings. The descriptive headings in this Amendment are inserted for convenience of reference only and shall not affect the construction of this Amendment. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entity, person or persons may require.

10. Receipt of Signed Copy of Amendment. Mortgagor acknowledges receipt of a fully executed and completed copy of this Amendment.

IN WITNESS WHEREOF, each of the parties hereto executed this Amendment effective as of the day and year first written above.

MORTGAGOR:

Randolph T. McAllister

Doris A. McAllister

COUNTY OF Dubuque
STATE OF IOWA

On this 22th day of March, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randolph T. McAllister and Doris A. McAllister, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that Randolph T. McAllister and Doris A. McAllister executed the same as their voluntary act and deed.

JASON M. HEISLER
Commission Number 719133
My Commission Expires
6/18/17

Notary Public in and for the State of Iowa

Exhibit A
Legal Description

The South one-half (S ½) of the Southwest Quarter (SW ¼) of Section Ten (10), Township Eighty Eight (88) North, Range Three (3), West of the Fifth Principal Meridian, except Parcel "A", Part of the Southwest Quarter of the Southwest Quarter (SW ¼ -SW ¼) of Section 10, Township 88 North, Range 3 West of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 7 Plats, Page 22.