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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: American Trust & Savings, Attn: Sue Port, 301 1st Ave E, Dyersville, IA 52040, (563)582-1841.

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.

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "**Amendment**") is effective as of the 21st day of April, 2017, by and among **Tim J. Krapfl and Melanie S. Krapfl, as husband and wife** ("**Grantor**"), and **American Trust & Savings Bank** ("**Lender**").

RECITALS

WHEREAS, Grantor previously executed that certain Mortgage dated February 29, 2016, in favor of Lender, which was recorded in the records of the Delaware County, Iowa Recorder on March 2, 2016, in Book 2016, Page 496, with respect to certain real property described on Exhibit A, attached hereto and incorporated herein by this reference (as amended from time to time, the "**Mortgage**");

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

WHEREAS, Grantor receives a direct and substantial benefit from each of the loans and financial accommodations made from time to time by Lender to Grantor;

WHEREAS, Grantor requested that Lender continue or extend certain loans, as the case may be, to Grantor, 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 among 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 Notice Section. The first section in the Mortgage beginning with "NOTICE" is hereby amended and restated in its entirety to read as follows:

> **NOTICE: This Mortgage secures credit in the amount of $500,000.00. 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. Amendment to Events of Default. The Mortgage is hereby amended by adding and incorporating in its entirety the following subsection within the section titled Events of Default:

> **Highly Erodible Land.** It shall also constitute an Event of Default under this Mortgage if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

4. 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 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. Grantor hereby expressly reaffirms each of the representations, warranties and covenants set forth in the 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.

9. 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.

10. 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.

11. Receipt of Signed Copy of Amendment. Grantor acknowledges receipt of a fully executed and completed copy of this Amendment.

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

GRANTOR:

By: _____
Tim J. Krapfl

By: _____
Melanie S. Krapfl

COUNTY OF Dubuque
STATE OF IOWA

On this 21st day of April, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tim J. Krapfl and Melanie S. Krapfl, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that Tim J. Krapfl and Melanie S. Krapfl executed the same as their voluntary act and deed.

_____
Notary Public in and for the State of Iowa

JASON M. HEISLER
Commission Number 719133
My Commission Expires
10/18/17

Exhibit A
Legal Description

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) and the North Twenty-Six (26) rods of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Five (25), Township Eighty-Nine (89) North, Range Four (4) West of the 5th P.M., except the North Four Hundred (400) feet of the West Three Hundred Sixty (360) feet of said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), and also except the West One Hundred Eighty (180) feet of the North One Hundred Twenty (120) feet of the South Two Hundred Seventy (270) feet of the North Twenty-Six (26) rods of said Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), and also except Parcel D Part of Lot 1 of the Subdivision of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) in Section Twenty-Five (25), Township Eighty-Nine North (T89N), Range Four West (R4W) of the fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2009, Page 3472, subject to easements of record.