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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: American Trust & Savings, Attn: Cesar L. Gonzalez, 895 Main St, PO Box 938, Dubuque, IA 52004-0938, (563)582-1841. Ext: 7321

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 as of this 1st day of July, 2017, by and among **Mark F. Klaren and Karol L. Klaren**, as husband and wife ("**Mortgagor**"), and **American Trust & Savings Bank** ("**Lender**").

RECITALS

WHEREAS, Mortgagor previously executed that certain Open-End Real Estate Mortgage dated June 8, 2009, in favor of Lender with respect to certain real property described therein and on Exhibit "A", attached hereto and incorporated herein by this reference, which was recorded in the records of the Delaware County, Iowa Recorder on June 15, 2009, in Book 2009, Page 2369, as Document No. 2009 2369 ("**Original Mortgage**") which was amended by that certain Amendment to Open-End Real Estate Mortgage dated July 9, 2014, which was recorded in the records of the Delaware County, Iowa Recorder, on July 22, 2014, in Book 2014, Page 1773 as Document No. 2014 1773 ("**First Amendment**" together with the Original Mortgage and as may be amended from time to time, the "**Mortgage**");

WHEREAS, the First Amendment correctly referenced the Original Mortgage, but did not reference the legal description, therefore, this Amendment is meant to reaffirm and incorporate the legal description;

WHEREAS, prior to the date hereof, Lender made certain loans and other financial accommodations to Mortgagor, which loans and financial accommodations are and/or will 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, individually and/or collectively; 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, individually and/or collectively, 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 the 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:
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> 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;
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> 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 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.

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 has executed this Amendment effective as of the day and year first written above.

MORTGAGOR:

By: _____
Mark F. Klaren

By: Karol Klaren
Karol L. Klaren

COUNTY OF Dubuque
STATE OF IOWA

On this 1st day of July, 2017, 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.

[illegible]
Commission Number 719133
My Commission Expires
10/18/17

Notary Public in said State of Iowa

EXHIBIT A
Legal Description

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 88 North, Range 3, West of the 5th P.M.; And the Northwest Quarter (NW 1/4) of Section 26, Township 88 North, Range 3, West of the 5th P.M., in Delaware County, Iowa, subject to easements of record.