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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: American Trust & Savings, Attn: Holly Garrigus, 895 Main St, PO Box 938, Dubuque, IA 52004-0938, (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.

SECOND AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE

THIS SECOND AMENDMENT TO OPEN-EDND REAL ESTATE MORTGAGE (this "**Amendment**") is made as of this 4th day of April, 2018, by and between Mark A. Kruse and Rachel A. Kruse, ("**Grantor**"), and **American Trust & Savings Bank** ("**Lender**").

RECITALS

WHEREAS, Grantor previously executed that certain Open-End Real Estate Mortgage dated March 9, 2011, in favor of Lender which was recorded in the records of the Delaware County, Iowa Recorder on March 24, 2011, in Book 2011 Page 1016 ("**Original Mortgage**"), which was amended by that certain Amendment to Open-End Real Estate Mortgage dated March 9, 2016, recorded April 20, 2016, in Book 2016 Page 973 ("**First Amendment**" together with the Original Mortgage, and as may be 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 are and/or will be secured by the Mortgage; and

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 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 First Paragraph of the Mortgage. The first paragraph of the Mortgage beginning with "NOTICE" is hereby amended and restated in its entirety (and only the first paragraph of the Mortgage) to read as follows:

> **NOTICE: This Mortgage secures credit in the amount of $1,699,500.00. 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 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.

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. 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: Mark Kruse
Mark A. Kruse

By: Rachel A Kruse
Rachel A. Kruse

STATE OF Iowa)
) ss
Dubuque COUNTY)

On this 4th day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark A. Kruse and Rachel A. Kruse, to me known to be the person(s) named in and who executed the foregoing instrument and the Loan Agreement, and acknowledged that Mark A. Kruse and Rachel A. Kruse executed the same as their voluntary act and deed.

PAT HOGREFE
Commission Number 726573
My Comm. Exp 1-26-2019

Notary Public in and for said State

Exhibit A

Tract #1 – 2032 290th Ave, Earlville, IA

The South One-Half (S½) of the Northwest Quarter (NW¼) of Section Twenty-Nine (29), Township Eighty-Nine (89) North, Range Three (3) West of the 5th P.M. subject to easements of record.

Tract #2 - Un-Numbered Rainbow Rd, Greeley, IA

That part of the E 5/8 of the N ½ of the SW ¼ of Section 13, Township 90 North, Range 4 West of the 5th P.M., lying South of a line described as commencing at a point 37 feet South of the NE corner of said SW 1/4 , thence South 47°35' West 331.2 feet, thence South 57°43' West 246.5 feet, thence South 89°10' West 270.4 feet, thence South 66°25' West 131.7 feet, thence North 84°03' West 167.3 feet, thence South 34°37' West 232.8 feet, thence North 85°53' West 225.0 feet, thence North 61°11' West 377.6 feet to the West line of East 5/8 of N ½ of said SW ¼, subject to easements of record.

Tract #3 - Un-numbered 210th St, Earlville, IA

The W ½ of the NE ¼ of Section 31, Township 89 North, Range 3 West of the 5th P.M., EXCEPT the Railroad Right of Way, subject to easements of record.