Recorded: 5/9/2018 at 2:21:38.0 PM
Fee Amount: $27.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 1220

RETURN RECORDED DOCUMENT TO:
AXA Equitable AgriFinance, LLC
Andy Martin/tm
4333 Edgewood Rd. NE
Cedar Rapids, Iowa 52499-5223

Loan 60714169

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("**Agreement**") is made as of this 8th day of May, 2018 between AXA EQUITABLE LIFE INSURANCE COMPANY, a New York corporation located and having its principal office at Sixteenth Floor, 1290 Avenue of the Americas, New York, NY 10104 ("**Lender**"), and Jeffrey A. Graves, Individually and as Trustee of the Jeffrey A. Graves Revocable Trust under Agreement dated August 16, 1996 and John Henry Yoder (whether one or more, "**Borrower**") whose address is P. O. Box 70, Durant, Iowa 52747.

WITNESSETH:

WHEREAS, Lender is the holder of a note dated May 14, 2014, for Four Hundred Thirty-Two Thousand and No/100 Dollars ($432,000.00) ("**Note**") made by Borrower, secured by a mortgage, deed of trust, or security deed ("**Mortgage**") of even date therewith executed by Jeffrey A. Graves, as Trustee of the Jeffrey A. Graves Revocable Trust under Agreement dated August 16, 1996, ("**Mortgagor**"), whose address is P. O. Box 70, Durant, Iowa 52747, to Lender and recorded on May 15, 2014, in Book 1219, Page 299-312 as Document No. 2014 1187 in the records of CEDAR COUNTY, IOWA, encumbering the real estate described on the attached **Exhibit A** ("**Property**"); and

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned. The Note, Mortgage, and any documents or instruments

executed by Borrower or Mortgagor in connection with the Loan are referred to herein as the "**Loan Documents**."

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar ($1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. **Financing Statements**. Mortgagor hereby authorizes Lender, without obtaining the signature of Mortgagor, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.

2. **Representations and Warranties**. Mortgagor and Borrower represent and warrant that (a) Mortgagor's and Borrower's chief executive office or principal residence is the address set forth above in this Agreement; (b) Mortgagor's and Borrower's state of organization, if applicable, is as set forth above in this Agreement; and (c) Mortgagor's and Borrower's exact legal name is as set forth above in this Agreement.

3. **Note**. Paragraph 23 of the Note is hereby deleted in its entirety and the cross default provision contained therein is of no further force or effect.

4. **Cross-Default and Cross-Collateralization**. Paragraph 17 of the Mortgage is hereby deleted in its entirety and of no further force and effect.

5. **Release of Borrower**. Borrower, John Henry Yoder, is hereby released from any and all liability with respect to the Note and Mortgage referenced herein.

6. **Authority and Enforceability**. Mortgagor and Borrower represent and warrant to Lender that the execution of this Agreement, and Mortgagor's and Borrower's performance hereof have been duly authorized by the requisite action on the part of Mortgagor and Borrower. The Agreement constitutes the valid and binding obligations of Mortgagor and Borrower and is enforceable against Mortgagor and Borrower in accordance with its terms.

7. **Choice of Law**. This Agreement shall be governed by and shall be construed in accordance with the laws of the state in which the Property is located.

8. **Ratification of Loan Documents**. Borrower and Mortgagor hereby further ratify and acknowledge the continuing validity and enforceability of the Loan Documents and the obligations and liens evidenced thereby except as modified and released herein.

9. **Continuing Representations**. Borrower and Mortgagor are and continue to be in compliance with all representations and warranties contained in the Loan Documents.

10. **Binding Terms and Covenants**. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Mortgagor is vested with the fee simple title to the premises covered by the Mortgage. Borrower in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AXA EQUITABLE LIFE INSURANCE COMPANY, a New York corporation

By: _____
Michael Mercure, Investment Officer

STATE OF IOWA)
) SS:
COUNTY OF LINN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of May, 2018, personally appeared Michael Mercure, to me known to be the identical person who subscribed the name of Lender to the foregoing instrument as its Investment Officer, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

(SEAL) TERRY L. McCLAIN
Commission Number 768521
My Commission Expires
6/21/20

_____
Notary Public

My commission expires:

Jeffrey A. Graves, Individually and as Trustee of the Jeffrey A. Graves Revocable Trust under Agreement dated August 16, 1996

John Henry Yoder

STATE OF IOWA)
DELAWARE) SS.
COUNTY OF ~~LINN~~)

On this 8th day of May, 2018, before me, the undersigned notary public in and for said county and state, personally appeared Jeffrey A. Graves, to me personally known, who, being by me duly sworn, did say that he is the Trustee of the trust that executed the within instrument; that he signed said instrument on behalf of said trust by authority of its trustees; and that he acknowledged the execution of said instrument to be the voluntary act and deed of said trust.

(SEAL) DACIA WINSTON Commission Number 792932 My Commission Expires October 29, 2018

Notary Public

My commission expires:
10-29-18

STATE OF IOWA)
DELAWARE) SS.
COUNTY OF ~~LINN~~)

I, Dacia Winston, a notary public in and for said county and state, do hereby certify that on this 8th day of May, 2018, personally appeared before me the within named John Henry Yoder, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL) DACIA WINSTON Commission Number 792932 My Commission Expires October 29, 2018

Notary Public

My commission expires:
10-29-18

EXHIBIT "A"

East Half of the Southeast Quarter and the East Half of the West Half of the Southeast Quarter of Section 23, Township 79 North, Range 1, West of the 5th Principal Meridian, in Cedar County, Iowa, excepting therefrom the following:

1. **2.9 acres condemned by the State of Iowa as shown in Book 85 on pages 22-40, subject to easements of record.**

2. **Approximately 8.03 acres, being the North 1000 feet of the East 350 feet of the Northeast Quarter of the Southeast Quarter of said Section 23.**

3. **Parcel D located in the Southeast Quarter of the Southeast Quarter of said Section 23, as shown in Plat Book G on page 283 in the Cedar County Recorder's office.**

4. **The West 20 acres thereof.**