Recorded: 6/4/2020 at 12:56:27.0 PM
County Recording Fee: $17.00
Iowa E-Filing Fee: $3.00
Combined Fee: $20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 1791

FOR RECORDER'S USE ONLY

Prepared By: MELISSA DUBOIS, LOAN PROCESSOR, Farmers State Bank , 1240 8th Avenue, Marion, IA 52302, (319) 377-4891

WHEN RECORDED MAIL TO:
Farmers State Bank , Alburnett Office, 1240 8th Avenue, PO Box 569, Marion, IA 52302

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated May 29, 2020, is made and executed between PREMIER PORK, L.L.C., AN IOWA LIMITED LIABILITY COMPANY, whose address is 3078 120TH AVE, RYAN, IA 52330-8517 (referred to below as "Grantor") and Farmers State Bank , whose address is 1240 8th Avenue, PO Box 569, Marion, IA 52302 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 2008 (the "Mortgage") which has been recorded in DELAWARE County, State of Iowa, as follows:

Recorded on November 04, 2008, in Book **2008**, Page **3420**, records of **COUNTY** of **DELAWARE**, State of Iowa ("Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in DELAWARE County, State of Iowa:

PLAT OF SURVEY OF PARCEL A IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 89 NORTH, RANGE 6 WEST OF THE 5TH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, DESCRIBED AS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 30; THENCE S 89° 36' 07" E, 677.60 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 30; THENCE S 00° 13' 53" W, 450.00 FEET; THENCE N 89° 36' 07" W, 677.60 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 30; THENCE N 00° 13' 53" E, 450.00 FEET ALONG SAID WEST TO THE POINT OF BEGINNING; ACCORDING TO PLAT RECORDED IN BOOK 2008, PAGE 1605 OF THE RECORDS OF THE DELAWARE COUNTY RECORDER

The Real Property or its address is commonly known as 190TH STREET N/K/A 1060 200TH STREET , MASONVILLE, IA 50654.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This mortgage secures credit in the amount of $1,200,000.00. 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.

The Maturity date of the Note is extended to 5/29/2030, at which time all outstanding sums due to Lender under the Note shall be paid in full.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in

accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 29, 2020.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

PREMIER PORK, L.L.C.

By: _____
CHARLES G WARD, Member of PREMIER PORK, L.L.C.

LENDER:

FARMERS STATE BANK

X _____
Scott Neighbor, SVP Ag Lending

NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

GRANTOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MODIFICATION, GRANTOR VOLUNTARILY GIVES UP GRANTOR'S RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MODIFICATION. DATED MAY 29, 2020.

GRANTOR:

PREMIER PORK, L.L.C.

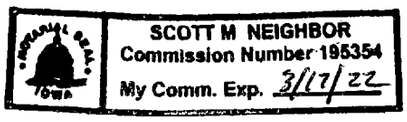
By: _____
CHARLES G WARD, Member of PREMIER PORK, L.L.C.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

This record was acknowledged before me on June 1, 2020 by CHARLES G WARD, Member of PREMIER PORK, L.L.C..

Scott M Neighbor
Notary Public in and for the State of Iowa
My commission expires 3/17/22



LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

This record was acknowledged before me on June 1, 2020 by Scott Neighbor as SVP Ag Lending of Farmers State Bank .

Patricia J Scheel
Notary Public in and for the State of Iowa
My commission expires 1-31-2023



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