Recorded: 7/23/2020 at 12:54:54.0 PM
County Recording Fee: $42.00
Iowa E-Filing Fee: $3.00
Combined Fee: $45.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 2467

Recorder's Cover Sheet

Preparer Information:	Melanie N. Ferguson CoBank, ACB Legal and Loan Processing 6340 S. Fiddlers Green Cir. Greenwood Village, CO 80111 (800) 542-8072
Return Document To:	Melanie N. Ferguson CoBank, ACB Legal and Loan Processing 6340 S. Fiddlers Green Cir. Greenwood Village, CO 80111 (800) 542-8072
Mortgagor:	**RV COOP**
Mortgagee:	**COBANK, ACB**
Title of Document:	Amendment to Real Estate Mortgage
Legal description:	Page 6, See Exhibit "A" Attached

Document or instrument number of the previously recorded documents.

December 1, 2011; Book 2011, Page 3876; Document 2011 3876

RV COOP
254 E. 90th Street
Davenport, IA 52806
Legal Description See Exhibit "A",
Pg. 6

AMENDMENT TO REAL ESTATE MORTGAGE

This Amendment to Real Estate Mortgage (the "Amendment") is entered into as of July 20, 2020 by and between **RV COOP,** an Iowa cooperative association, with its address at 254 E. 90th Street, Davenport, Iowa 52806 ("Mortgagor") and **COBANK, ACB**, with offices at 6340 S. Fiddlers Green Cir., Greenwood Village, Colorado 80111, a federally-chartered instrumentality of the United States ("Mortgagee").

WHEREAS, the Mortgagor and Mortgagee are parties to those certain Real Estate Mortgage(s) more particularly identified in Exhibit "B" of this Amendment (individually or collectively, the "Mortgage").

WHEREAS, Mortgagor and Mortgagee wish to increase the Maximum Debt Limit secured by the Mortgage to $275,000,000.00.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The third paragraph on the cover sheet of the Mortgage is amended and restated to read as follows:

> NOTICE: THIS AMENDED AND RESTATED REAL ESTATE MORTGAGE SECURES CREDIT IN THE AMOUNT OF $275,000,000.00. 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.

2. The definition of Maximum Debt Limit in Article 1 of the Mortgage, is amended and restated to read as follows:

> **Maximum Debt Limit** shall mean $275,000,000.00 at any one time outstanding.

3. The Mortgage, as amended hereby, continues to serve as security for all past, current and future loans, indebtedness, liabilities and obligations of every kind and nature which currently exist or may exist in the future between the Mortgagor and the Mortgagee.

4. This Amendment shall not be construed as a novation of the promissory note(s) or other obligations secured by the Mortgage.

5. All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Mortgage.

6. All terms and conditions of the Mortgage shall remain in full force and effect except as amended by this Amendment, and in all other respects are fully confirmed and ratified, and the Mortgage shall continue as a lien upon all the real property described in Exhibit "A" attached hereto and Exhibit "A" to the Mortgage less and except any collateral that has been subsequently released by virtue of a recorded release instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the **RV COOP** as Mortgagor, and **COBANK, ACB** as Mortgagee have executed this Amendment to Amended and Restated Real Estate Mortgage as of the day and year first above written.

RV COOP, Mortgagor

By: _____
Printed Name: Tim Burress
Title: CEO

July 20, 2020 MNF

STATE OF IOWA)
)
COUNTY OF Scott)

This instrument was acknowledged before me on this 17th day of July, 2020, by Tim Burress as CEO of RV COOP.

(SEAL)

_____
Notary Public
Printed Name:

_____
Title (and Rank)

SARAH MEYER
COMMISSION NUMBER 161010
MY COMMISSION EXPIRES
NOTARIAL SEAL
IOWA

My commission expires: 6/27/21

COBANK, ACB, Mortgagee

By: Odessa Chambers
Printed Name: Odessa Chambers
Title: Assistant Corporate Secretary

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 21 day of JULY, 2020 by ODESSA CHAMBERS, as Assistant Corporate Secretary of CoBank, ACB, a federally-chartered instrumentality of the United States.

Witness my hand and official seal.

(SEAL)

JORDAN HOWARD BARKER
Notary Public
State of Colorado
Notary ID # 20191034347
My Commission Expires 09-09-2023

By: Jordan Howard Barker
Notary Public
My commission expires: 09-09-2023

28193407

EXHIBIT A

Legal Descriptions

Real Property Encumbered by the Mortgage:

Delaware County, Iowa

Parcel 1

Lot Two (2), Block Twenty Two (22), Ryan, Iowa, according to plat recorded in Book 1 Plats, Page 42.

Parcel 2

A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 87 North Range 6 West of the Fifth Principal Meridian at Ryan, Delaware County, Iowa, said parcel being more particularly described as follows:

Beginning at the point where a line that lies parallel to and 150 feet Southeasterly from the centerline from the centerline of the Illinois Central Gulf Railroad Company's Cedar Rapids District main track intersects the South line of the Northeast Quarter of said Section 13, Thence Northeasterly along said parallel line, being along Grantor's Southeasterly property line, a distance of 275 feet; Thence Northwesterly at a right angle to the last described course, a distance of 125 feet to a line that lies parallel to and 25 feet Southeasterly from the centerline of said main track; Thence Southwesterly along the last said parallel line, a distance of 355 feet, more or less, to the South line of said Northeast Quarter of Section 13; Thence East along said South line, a distance of 150 feet, more or less, to the Point of Beginning.

Parcel 3

Certain property situated in the Southeast Quarter of the Northeast Quarter of Section 13, Township 87 North, Range 6 West of the Fifth Principal Meridian at Ryan, Delaware County, Iowa, said property forming a portion of the right-of-way of the Illinois Central Gulf Railroad Company's Cedar Rapids District is described as follows:

East Parcel - From the point where a line that lies parallel with and 150 feet normally distant southeasterly from the centerline of Grantor's main track intersects the South line of said Quarter/Quarter, run northeasterly along said parallel line, 275 feet to the easternmost corner of that tract of land conveyed by Grantor to Ryan Cooperative by deed dated November 10, 1978, being the Point of Beginning; thence Continuing northeasterly along said parallel line, being along Grantor's East property line, 530 feet to a point; thence northwesterly at a right angle to the last described course, 125 feet to a point in a line that lies parallel with and 25 feet normally distant southeasterly from said main track centerline; thence southwesterly along the last said parallel line, 530 feet, more or less, to the northernmost corner of the aforesaid "Cooperative" property; thence southeasterly at a right angle to the last described course, being along the Northeast line of said "Cooperative" property, 125 feet to return to the point of beginning.

West Parcel - From the point where a line that lies parallel with and 150 feet normally distant southeasterly from the centerline of Grantor's main track intersects the South line of said Quarter/Quarter, run northeasterly along said parallel line, 275 feet to a point; thence northwesterly at a right angle to the last described course, 175 feet to a point 25 feet perpendicularly distant northwesterly from said main track centerline; being the Point of Beginning; thence continuing northwesterly along an extension of the last described course, 25 feet to a point in a line that lies parallel with and 50 feet normally distant northwesterly from said main track centerline; thence northeasterly along the last said parallel line, being along Grantor's West property line, 35 feet, more or less, to Grantor's property corner in the southern extension of the East line of 66 foot wide Franklin Street; thence northerly along said East line of Franklin Street, 88 feet, more

or less, to the eastern extension of the South line of 66 foot wide Union Street; thence easterly along said South line of Union Street, 55 feet, more or less, to a point in the aforesaid line that lies parallel with and 50 feet normally distant northwesterly from the centerline of Grantor's main track; thence northeasterly along the last said parallel line, being along Grantor's aforesaid West property line, 370 feet to a point; thence southeasterly at a right angle to the last described course, 25 feet to a point in a line that lies parallel with and 25 feet normally distant northwesterly from said main track centerline; thence southwesterly along the last said parallel line, 510 feet, more or less, to return to the point of beginning.

Parcel 4
That part of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Eighty-seven (87) North, Range Six (6) West of the Fifth Principal Meridian, described as follows: Commencing at the intersection of the North line of said quarter section with the West line of the right-of-way of the Illinois Central Railway, thence West along the North line of said quarter section a distance of 100 feet, to an existing lane, thence South along the East side extended of said existing lane a distance of 236 feet, thence East a distance of 15 feet to the West line of said Illinois Central Railway right-of-way, thence Northeasterly along the West line of said Illinois Central Railway right-of-way to the point of beginning.

Parcel 5
Parcel C Part of NE 1/4 SE 1/4 Section 13-87-6 Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 166.

Parcel 6
Lots One (1), Two (2), Three (3) and Five (5), Block Twenty-three (23); Town of Ryan, Iowa according to recorded Plat thereof.

Parcel 7
Lot Four (4) of Block Twenty Three (23), and Lot One (1) except the South twenty four (24.0) feet of Block Twenty Two (22), all in Ryan, Iowa.

Parcel 8
Vacated Railroad Street, from the North boundary line of Union Street to the South boundary line of Belknap Street, City of Ryan, Iowa.

2. Legal descriptions of real property in which the Mortgagor has a leasehold estate:
None.

EXHIBIT B

1. The Mortgage as described in the first WHEREAS clause above is:

Instrument	Dated as Of	Recorded In	Recording Information
Real Estate Mortgage	November 2, 2011	Delaware Co.	December 1, 2011 Book 2011, Page 3876 Document 2011 3876