BK: 2020 PG: 590

Recorded: 2/25/2020 at 12:59:47.0 PM

Pages 6

County Recording Fee: \$32.00

Iowa E-Filing Fee: \$3.00 Combined Fee: \$35.00

**Revenue Tax:** 

LISA SMITH RECORDER Madison County, Iowa

Space Above This Line For Recording Data

This instrument was prepared by Erica Carico, Central Bank, 6601 Westown Parkway, Ste 140, West Des Moines, IA 50266, 515-224-2130 Return To: Erica Carico, Central Bank, 6601 Westown Parkway, Ste 140, West Des Moines, IA 50266

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is February 21, 2020. The parties and their addresses are:

### MORTGAGOR:

J4 RANCH IOWA, LLC

An Iowa Limited Liability Company 2863 260th St St Charles, IA 50240

#### LENDER:

**CENTRAL BANK** 

Organized and existing under the laws of Iowa 6601 Westown Parkway, Suite 140 West Des Moines, IA 50266

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated February 26, 2015 and recorded on March 4, 2015 (Security Instrument). The Security Instrument was recorded in the records of Madison County, Iowa at Book 2015 Page 562 and covered the following described Property:

SEE EXHIBIT A

The property is located in Madison County at SEC 19 & 30; TWP 75; R 26, , lowa.

J4 Ranch Iowa, LLC Iowa Real Estate Modification IA/4XECARICO00000000001973012022120N

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2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
  - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
    - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 4902123, dated February 21, 2020, from Mortgagor to Lender, with a modified loan amount of \$143,929.93 and maturing on March 1, 2025.
    - (b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.
    - (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.



**SIGNATURES**. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

# MORTGAGOR:

J4 Ranch Iowa, LLC

Troy J Jards Wember

LENDER:

Central Bank

Eric Taylor, Vice President

### ACKNOWLEDGMENT.

STATE OF Towa, County OF Pour ss.

On this 21<sup>21</sup> day of FEBRUARY, 2020 before me, a Notary Public in and for said county, personally appeared Troy J Jaros, to me personally known, who being by me duly sworn or affirmed did say that that person is Member of J4 Ranch Iowa, LLC, a Limited Liability Company and that said instrument was signed on behalf of the said Limited Liability Company by authority of its board of directors/partners/members (or other governing body) and the said Member acknowledged the execution of said instrument to be the voluntary act and deed of said Limited Liability Company by it voluntary executed.

My commission expires:

(Notary Public

(Lender Acknowledgment)

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#### Exhibit A

The Southwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Nineteen (19), AND a tract of land located in the South Half (1/2) of the Southeast Quarter (1/4) of said Section Nineteen (19), more particularly described as follows, to-wit: Commencing at the Northeast corner of the South Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{2}$ ) of said Section Nineteen (19) and running thence West 96 rods, thence South 55 rods, thence East 8 rods, thence South 25 rods, thence East 88 rods, thence North to the place of beginning; AND the East 60 acres of the North Half (1/2) of the Northeast Quarter (1/4) of Section Thirty (30), EXCEPT Parcel "A", located in the Northeast Quarter (¼) of the Northeast Quarter (¼) of said Section Thirty (30), containing 5.002 acres, as shown in Plat of Survey filed in Book 3, Page 275, on June 16, 1998, in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "D", located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirty (30), containing 3.000 acres, as shown in Plat of Survey filed in Book 2006, Page 3078, on July 27, 2006, in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "J", located in the North Half (½) of the Northeast Quarter (¼) of said Section Thirty (30), containing 20.63 acres, as shown in Plat of Survey filed in Book 2010, Page 1829, on August 6, 2010, in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "C", located in the Northeast Quarter (¼) of the Northeast Quarter (¼) of said Section Thirty (30), containing 21.07 acres, as shown in Amended Plat of Survey filed in Book 2010, Page 1830, on August 6, 2010, in the Office of the Recorder of Madison County, Iowa, ALL in Township Seventyfive (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.