BK: 2021 PG: 3901

Recorded: 9/17/2021 at 8:20:37.0 AM

Pages 5

County Recording Fee: \$27.00

Iowa E-Filing Fee: \$3.00 Combined Fee: \$30.00

**Revenue Tax:** 

LISA SMITH RECORDER Madison County, Iowa

## FIRST AMENDMENT TO MORTGAGE

## **Preparer Information:**

Paul Carey BrownWinick Law Firm 666 Grand Ave, Suite 2000 Des Moines, IA 50309 515.242.2400

**Taxpayer Information:** (name and complete address) Keystone Revocable Trust PO Box 488 315 NE 6<sup>th</sup> Street

Earlham, IA 50072

Grantor: William W. Hunter, as Trustee of the Keystone Revocable Trust

Lender: Mollie L. Jarvis and Noah B. Hunter

Legal Description: See Page 2.

Document or instrument number of previously recorded documents: Book 2021, Page 1933; Book

2020, Page 4276; Book 2018, Page 614

## FIRST AMENDMENT TO MORTGAGE

This FIRST AMENDMENT TO MORTGAGE (this "Amendment") is effective Some leaves 3. 2021 (the "Effective Date") and is made by and between William W. Hunter, as Trustee of the Keystone Revocable Trust ("Grantor") and Mollie L. Jarvis and Noah B. Hunter (collectively, "Lender"). Grantor and Lender are each a "Party" and together, the "Parties".

## **RECITALS:**

WHEREAS, Grantor executed that certain Mortgage, filed of record in the Office of the Madison County Recorder on February 27, 2018, in Book 2018, at Page 614, in favor of First Community Bank, as assigned to Prairie Irrevocable Trust also known as Prairie Trust established under the William W. Hunter Irrevocable Trust Agreement dated November 29, 1996, pursuant to that Assignment, filed of record in the Office of the Madison County Recorder on November 5, 2020, in Book 2020, at Page 4276, as further assigned to Lender, pursuant to that Assignment, filed of record in the Office of the Madison County Recorder on May 12, 2021, in Book 2021, at Page 1933 (as assigned, the "Mortgage");

WHEREAS, the Parties desire to release the current real estate from the Mortgage and substitute other real property located in Madison County, Iowa as collateral for the Mortgage; and

WHEREAS, the Parties desires to amend the Mortgage as provided below.

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor agrees:

- 1. Recitals. The foregoing recitals are hereby incorporated by this reference.
- 2. <u>Updated Definition of The Real Property</u>. From and after the Effective Date: Any reference to "the Real Property" in the Mortgage shall refer to:

The North Half of Section 2, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa.

3. <u>Release of Real Estate</u>. From and after the Effective Date, the Parties agree to release following real estate in Madison County, Iowa, from the Mortgage:

The East One-fourth of the Northwest Quarter of the Southeast Quarter (E1/4 NW1/4 SE1/4), and the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and the East One-fourth of the Southwest Quarter of the Southeast Quarter (E1/4 SW1/4 SE1/4), and the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), all in Section 34, Township 77 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

- 4. <u>Authority</u>. The Parties represent and warrant that each is duly authorized to execute and deliver this Amendment, and perform its obligations hereunder, without the consent or approval of any other person or party.
- 5. <u>Continuing Effect.</u> Except as amended hereby, the Mortgage shall remain in full force and effect, and all terms thereof are hereby confirmed and ratified by the Parties. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Mortgage

or for any purpose except as expressly set forth herein, or a consent to any further or future action on Grantor's part that would require the waiver or consent of Lender.

6. <u>Miscellaneous</u>. Capitalized terms used, but not defined, herein have the meanings set forth in the Mortgage. To the extent of any conflict between this Amendment and the Mortgage, the terms of this Amendment shall control. The paragraph titles contained in this Amendment are for convenience only and shall not be used to limit the applicability of any provision. This Amendment shall be governed by and construed in accordance with the laws of the State of Iowa. If any provision of this Amendment is held to be invalid, unenforceable, or contrary to public policy, in whole or in part, the remaining provisions shall not be affected by such holding. This Amendment may be executed by each party hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which, together, will constitute one and the same instrument.

By signing below, Grantor acknowledges receipt of a copy of this instrument at the time of execution hereof.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been executed as of the Effective Date.

GR	A	Ñ΄	$\Gamma O$	R:

KEYSTONE REVOCABLE TRUST

William W. Hunter, Trustee

STATE OF JOW &

) SS:

COUNTY OF GWHWE

This record was acknowledged before me on Trustee of the Keystone Revocable Frust.

\_, 2021, by William W. Hunter as

MARTIN W. DOUD Commission Number 186905 My Commission Expires NOTARY PUBLIC IN AND FOR SAID STATE

LENDER:	
Mali La	
Mollie L. Jarvis	Noah B/Hunter
**************************************	
STATE OF COUNTY OF COUNTY OF	) \$S: )
This record was ackno  NARTIN W. DOUD Commission Number 186905	Catalian Sonol
88A COURTERS S. C. C. S. S.	NOTARY PUBLIC IN AND FOR SAID STATE
STATE OF TONA COUNTY OF MULLISURY	) SS: )
This record was ackno	wledged before me on <u>Geolewber 3</u> , 2021, by Noah B. Hunter.
	( Lider broke
200 A 00	NOTĂRÝ PUBLIC'IN AND FOR SAID STATE
NICOLE A TWADDLE Commission Number 813191 My Commission Expires	