BK: 2021 PG: 4419

Recorded: 10/22/2021 at 10:55:53.0 AM

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 Cory Webster, Central Bank, 522 4th St PO Box 776, Sioux City, IA 51102, 712-293-2265

Return To: Cory Webster, Central Bank, 522 4th St PO Box 776, Sioux City, IA 51102

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 21, 2021. The parties and their addresses are:

MORTGAGOR:

J4 RANCH IOWA, LLC
An lowa 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 Modified 2/21/2020 and Rerecorded 2/25/2020 as Book 2020 Page 590 and covered the following described Property:

SEE EXHIBIT A

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

J4 Ranch Iowa, LLC Iowa Real Estate Modification IA/4CWEBSTER0000000002577020102021N

Wolters Kluwer Financial Services ©1996, 2021 Bankers





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:

- NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$262,000.00. 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. HOWEVER, THE PRIORITY OF A PRIOR RECORDED MORTGAGE UNDER THIS SECTION DOES NOT APPLY TO LOANS OR ADVANCES MADE AFTER RECEIPT OF NOTICE OF FORECLOSURE OR ACTION TO ENFORCE A SUBSEQUENTLY RECORDED MORTGAGE OR OTHER SUBSEQUENTLY RECORDED OR FILED LIEN.
- A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:
 - (1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$262,000.00. Any limitation of amount does not include interest.
- **B. 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 October 21, 2021, from Mortgagor to Lender, with a modified loan amount of \$234,175.45 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. Jaros Member

LENDER:

Central Bank

Eric Taylor, Vice President

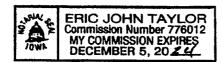
ACKNOWLEDGMENT.

STATE OF Journ OF WARREN SS.

On this 2/5t day of OCTOBER, 2021 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 lowa, 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)

OF

OF

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OF

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On this

OF

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day of

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public, in and for said county, personally appeared Eric Taylor, to me personally known, who being by me duly sworn or affirmed did say that that person is Vice President of Central Bank and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My commission expires:

ERICA CARICO

Commission Number 707626

My Commission Expires

Exhibit A

The Southwest Quarter (1/2) of the Northeast Quarter (1/2) of the Southeast Quarter (1/2) 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 (½) of the Southeast Quarter (¼) 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 (%) 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 (¼) 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 (1/4) of the Northeast Quarter (1/4) 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.

