

BK: 2022 PG: 1071
Recorded: 4/13/2022 at 8:08:36.0 AM
Pages 3
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: Jodie Kemp, Commercial Loan Documentation Specialist, Bankers Trust Company, 453 7th Street, Des Moines, IA 50304-0897, (800) 362-1688

ADDRESS TAX STATEMENT:

R & T Investments, L.L.C. AKA R & T Investments, LLC; 3195 Cumming Road; Cumming, IA 50061-8507

RECORDATION REQUESTED BY:

Bankers Trust Company, 453 7th Street, P.O. Box 897, Des Moines, IA 50304-0897

WHEN RECORDED MAIL TO:

Bankers Trust Company, 453 7th Street, P.O. Box 897, Des Moines, IA 50304-0897

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 April 7, 2022, is made and executed between R & T Investments, L.L.C. AKA R & T Investments, LLC, whose address is 3195 Cumming Road, Cumming, Iowa (referred to below as "Grantor") and Bankers Trust Company, whose address is 453 7th Street, P.O. Box 897, Des Moines, IA 50304-0897 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 13, 2018 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

June 14, 2018; Madison County Recorder; Book 2018, Page 1876.

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

Lot 16 in Corkrean Addition to the Town of Winterset, Madison County, Iowa

The Real Property or its address is commonly known as 1428 West Jefferson Street, Winterset, IA 50273.

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

Principal Increase - This mortgage now secures credit in the amount of \$337,019.02. 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.

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 endorser 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

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 49416-0101

Page 2

will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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 WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. THE PARTIES MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 7, 2022.

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

GRANTOR:

R & T INVESTMENTS, L.L.C. AKA R & T INVESTMENTS, LLC

By: *Randall G. Archer*
Randall G. Archer, Manager of R & T Investments, L.L.C.
AKA R & T Investments, LLC

LENDER:

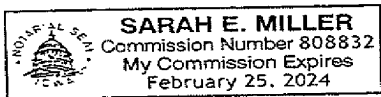
BANKERS TRUST COMPANY

Kevin Kisker V.P.
Kevin Kisker, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF *Iowa*)
) SS
COUNTY OF *Polk*)

This record was acknowledged before me on *April 12*, 20 *22* by Randall G. Archer, Manager of R & T Investments, L.L.C. AKA R & T Investments, LLC.



Sarah E. Miller
Notary Public in and for the State of *Iowa*
My commission expires *2-25-2024*

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

This record was acknowledged before me on April 12, 20 22 by Kevin Kisker as Vice President of Bankers Trust Company.

Sarah E. Miller
Notary Public in and for the State of Iowa
My commission expires 2-25-2024

