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LISA SMITH, COUNTY RECORDER MADISON IOWA

CHEK

DOCUMENT PREPARED BY: First American Bank - DENNIS EARHART

PO Box 7:1156 Clive, IA 50325 (515)226-9998

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AFTER RECORDATION RETURN TO: First American Bank ATTN: DENNIS EARTHART PO Box 71156 Clive, IA 50325

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER

DOUG REDENIUS FARMS, LLC

ADDRESS

6913 VISTA DRIVE
WEST DES MOINES, IA 50266

TELEPHONE NO. IDENTIFICATION NO.

MORTGAGOR/GRANTOR
DOUG REDENIUS FARMS, LLC

ADDRESS
6913 VISTA DRIVE
WEST DES MOINES, IA 50266
TELEPHONE NO. IDENTIFICATION NO.

GRANTEE (LENDER): FIRST AMERICAN BANK 12333 UNIVERSITY AVE

CLIVE, IA 50325

REAL PROPERTY ADDRESS: RURAL ROUTE MADISON COUNTY, IA

LEGAL DESCRIPTION OF REAL PROPERTY: See Schedule A on Page 2

PARCEL IDENTIFICATION NUMBER:

A TOLE IDENTIFICATION NOWIDEN.	
	, dated the <u>12th</u> day of <u>February, 2008</u> , is
executed by and between the parties identified above and Lender.	
A. On August 24, 2007 , Lender n	nade a loan ("Loan") to Borrower evidenced by Borrower's promissory
note or agreement ("Note") payable to Lender in the original principal	amount of One Hundred Fifty
Thousand and no/100	
	Dollars (\$150,000.00).
which Note is secured by a mortgage ("Mortgage") dated Aug	rust 24, 2007 , executed by Mortgagor for the
benefit of Lender and encumbering the real property described on	Schedule A ("Property"), and recorded on August 24, 2007
as Instrument No, or in Volume 2007	at Page 3294 of the records of the
Recorder of Madison	County, lowa. The Note and Mortgage and any other related
documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to as the "Loan Documents are hereafter cumulatively referred to a second are hereafter are here	

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- B. The Note and Mortgage are hereby modified as follows:
 - 1. TERMS OF REPAYMENT.

_, at which time all The maturity date of the Note is extended to February 12, 2013 outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.

2. ADDITIONAL MODIFICATIONS.

The Note and Mortgage are further modified as follows:

THE DOLLAR AMOUNT OF THIS MORTGAGE IS INCREASED TO \$2,110,000.00 AND THE MATURITY DATE IS EXTENDED TO FEBRUARY 12, 2013.

C. Additional Representations, Warranties and Agreements

Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Mortgagor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of **Madison** State of **Iowa**:

The Northeast Quarter (1/4) of the Southwest Quarter (1/4) and the North Half (N 1/2) of the Southeast Quarter (1/4) except 2 acres in a triangular form out of the Northeast corner thereof, in Section 2, Township 75 North, Range 28 West, Madison County,

EXCEPT

Parcel "B" in the Northeast Quarter of the Southwest Quarter of Section 2, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Center of Section 2, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa thence North 89° 39'06" West 140.67 feet along the North line of the Northeast Quarter of the Southwest Quarter of Said Section 2 to the Point of Beginning; thence South 43° 39'49" East 177.32 feet along the Westerly right-of way of U.S. Highway No. 169; thence South 00°33'04" East 347.36 feet along said right-of-way line; thence North 89°39'06" West 474.94 feet; thence North 00°33'04" West 474.94 feet to a point on the North line of said Northeast Quarter of the Southwest Quarter, thence South 89°39'06" East 353.74 feet to the Point of Beginning containing 5,000 acres including 0.488 acres of County Road right-of-way. The parcel is subject to an ingress/egress easement as shown on the plat.

SCHEDULE B

	MORTGAGOR: DOUG REDENIUS FARMS, LLC	
	BY: DOGLAS D'REDENIUS, MANAGER MG)	
	MORTGAGOR:	
	MORTGAGOR:	
	MORTGAGOR:	
	<u> </u>	
	MORTGAGOR:	
	MORTGAGOR;	
	MORTGAGOR:	
	MORTOACOR	
	MORTGAGOR:	
- ,	LENDER: FIRST AMERICAN BANK	
	By: Dennis Earhart Vice President	
	\	
TATE OF		
) SS:	
OUNTY OFday of) SS:, before me, the undersigned, a Notary Public in and for said county	
OUNTY OF day of On this day of nd state, personally appeared me personally known to be the identic) SS: , , before me, the undersigned, a Notary Public in and for said county cal person named in and who executed the within and foregoing instrument, and acknowledged	
OUNTY OF day of On this day of and state, personally appeared or me personally known to be the identic that he [she] executed the same as his [he) SS:), before me, the undersigned, a Notary Public in and for said county ral person named in and who executed the within and foregoing instrument, and acknowledged roll voluntary act and deed. , Notary Public in and for said County and State	
OUNTY OF day of) SS:), before me, the undersigned, a Notary Public in and for said county cal person named in and who executed the within and foregoing instrument, and acknowledged or voluntary act and deed. , Notary Public in and for said County and State	
OUNTY OF) SS:), before me, the undersigned, a Notary Public in and for said county cal person named in and who executed the within and foregoing instrument, and acknowledged er) voluntary act and deed. , Notary Public in and for said County and State)) SS:	
OUNTY OF) SS:), before me, the undersigned, a Notary Public in and for said county rail person named in and who executed the within and foregoing instrument, and acknowledged roll voluntary act and deed.	
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or me personally known to be the identice that he [she] executed the same as his [he state of) SS:), before me, the undersigned, a Notary Public in and for said county cal person named in and who executed the within and foregoing instrument, and acknowledged or voluntary act and deed.	

STATE OF	
COUNTY OF) SS:)
On this day of,	, before me, the undersigned, a Notary Public in and for said county
me personally known, who being by me duly sworn, did say the	hat they are the
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	foregoing instrument; that said instrument was signed on behalf of said
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}	in and for said County and State
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me personally known, who being by me duly sworn, did say the	hat they are the
	The story are the
	foregoing instrument; that said instrument was signed on behalf of said
s such officers acknowledged the execution of said instrume oluntarily executed.	ent to be the voluntary act and deed of said corporation by it and by them
	, Notary Public
	in and for said County and State
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TATE OF)
OUNTY OF) SS:)
	, before me, the undersigned, a Notary Public in and for said county
me personally known, who being by me duly sworn, did say th	
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parmership, and that the instrument was signed on behalf or e execution of the instrument to be the voluntary act and deed	of the partnership by authority of the partners and the partner acknowledged of the partnership by it and by the partner voluntarily executed.
	, Notary Public
	in and for said County and State
TATE OF)
OUNTY OF) SS:)
On this day of add state, personally appeared	, before me, the undersigned, a Notary Public in and for said county
me personally known, who being by me duly sworn, did say th	
partnership, and that the instrument was signed on behalf of	of the partnership by authority of the partners and the partner acknowledged of the partnership by it and by the partner voluntarily executed.
	Name of Date
	in and for said County and State

D. J.

ACKNOWLEDGMENTS

The following acknowledgments are given in reference to:

MODIFICATION OF MORTGAGE DATED 02/12/08

CORPORATE ACKNOWLEDGMENT

•	
STATE OF	
COUNTY OF) SS:)
On this day of	, before me, the undersigned, a Notary Public in and for said county
and state, personally appeared	
to me personally known, who being by me duly sworn	, did say that they are the
respectively, of said corporation executing the wit corporation by authority of its Board of Directors; and	thin and foregoing instrument; that said instrument was signed on behalf of said that the said
as such officers acknowledged the execution of sai voluntarily executed.	id instrument to be the voluntary act and deed of said corporation by it and by them
	, Notary Public in and for said County and State
· 	in and for said County and State
STATE OF LOWCE	
COUNTY OF POIK) SS: }
On this <u>12 day of February</u> and state, personally appeared <u>Dennis</u> Eur	hart- before me, the undersigned, a Notary Public in and for said county
to me personally known, who being by me duly sworn,	did say that they are the VICE PROSICIONT
as such officers acknowledged the execution of said voluntarily executed. DEBRA K. McCALLEY Commission Number 734940 My Commission Expires June 13, 2008	id instrument to be the voluntary act and deed of said corporation by it and by them Discrete Calley
LIMITED L	LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF TOWA)
COUNTY OF POLIC	(r) SS:
On this 13th day of February and state, personally appeared Douglas D	Redenius
to me personally known, who being by me duly sworn,	, did say that they are/that person is Manager
of said limited liability company executing the within liability company by authority of its Managers; and that	n and foregoing instrument; that said instrument was signed on behalf of said limited the said
acknowledged the execution of s voluntarity executed.	said instrument to be the voluntary act and deed of said limited liability company by it
	, Notary Public
LPIA637 Harland Financial Solutions, Inc. (9/9/04) (800) 937-375	in and for said County and State DENNYS D. EARHART Page 1 of 2

Commission Number 223596 My Commission Expires July 20, 2008

INDIVIDUAL ACKNOWLEDGMENT

STATE OF	
COUNTY OF) SS:)
On this day of	, before me, the undersigned, a Notary Public in and for said county
nd state, personally appeared	
o me personally known to be the identical person named in a nat he [she] executed the same as his [her] voluntary act and de	and who executed the within and foregoing instrument, and acknowledged eed.
	in and for said County and State
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o me personally known to be the identical person named in a nat he [she] executed the same as his [her] voluntary act and de	and who executed the within and foregoing instrument, and acknowledged eed.
	in and for said County and State
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 !.	in and for said County and State
PARTNERSH	HIP ACKNOWLEDGMENT
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OUNTY OF) \$\$:)
On thisday ofnd state, personally appeared	, before me, the undersigned, a Notary Public in and for said county
me personally known, who being by me duly sworn, did say the	at the person is one of the partners of
partnership, and that the instrument was signed on behalf of e execution of the instrument to be the voluntary act and deed of	the partnership by authority of the partners and the partner acknowledged of the partnership by it and by the partner voluntarily executed.
	, Notary Public in and for said County and State
TATE OF)
OUNTY OF) SS:)
On this day of,nd state, personally appeared	, before me, the undersigned, a Notary Public in and for said county
me personally known, who being by me duly sworn, did say the	at the person is one of the partners of
partnership, and that the instrument was signed on behalf of e execution of the instrument to be the voluntary act and deed of	the partnership by authority of the partners and the partner acknowledged of the partnership by it and by the partner voluntarily executed.
	, Notary Public in and for said County and State

Page 2 of 2

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