

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

CHEK

DOCUMENT PREPARED BY: **First American Bank -- DENNIS EARTHART**

PO Box 71156  
Clive, IA 50325  
(515)226-9998

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

### MODIFICATION AND EXTENSION OF MORTGAGE

<b>BORROWER</b>	
DOUG REDENIUS FARMS, LLC	
<b>ADDRESS</b>	
6913 VISTA DRIVE WEST DES MOINES, IA 50266	
TELEPHONE NO:	IDENTIFICATION NO:

<b>MORTGAGOR/GRANTOR</b>	
DOUG REDENIUS FARMS, LLC	
<b>ADDRESS</b>	
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:

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 12th day of February, 2008, is executed by and between the parties identified above and Lender.

A. On August 24, 2007, Lender made 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 August 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, Iowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents."

B. The Note and Mortgage are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to February 12, 2013, at which time all 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, Iowa**

EXCEPT

Parcel "B" in the Northeast Quarter of the Southwest Quarter of Section 2, Township 75 North, Range 28 West of the 5<sup>th</sup> 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 5<sup>th</sup> 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: *Douglas D. Redenius*  
DOUGLAS D. REDENIUS, MANAGER

MORTGAGOR:

\_\_\_\_\_

MORTGAGOR:

\_\_\_\_\_

MORTGAGOR:

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MORTGAGOR:

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MORTGAGOR:

\_\_\_\_\_

MORTGAGOR:

\_\_\_\_\_

MORTGAGOR:

\_\_\_\_\_

LENDER: FIRST AMERICAN BANK

By: *Dennis Earhart*  
Dennis Earhart  
Vice President

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 to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he [she] executed the same as his [her] voluntary act and deed.

\_\_\_\_\_  
in and for said County and State, Notary Public

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 to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he [she] executed the same as his [her] voluntary act and deed.

\_\_\_\_\_  
in and for said County and State, Notary Public

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

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 within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_

as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

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 within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_

as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

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 the person is one of the partners of \_\_\_\_\_

a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

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 the person is one of the partners of \_\_\_\_\_

a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State



# ACKNOWLEDGMENTS

The following acknowledgments are given in reference to:

**MODIFICATION OF MORTGAGE DATED 02/12/08**

## CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

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 within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_

as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF Iowa )

) SS:

COUNTY OF Polk )

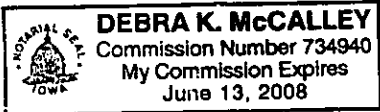
On this 12<sup>th</sup> day of February, 2008, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Dennis Earhart

to me personally known, who being by me duly sworn, did say that they are the Vice President

respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Dennis Earhart

as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Debra K. McCalley, Notary Public  
in and for said County and State



## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Iowa )

) SS:

COUNTY OF Polk )

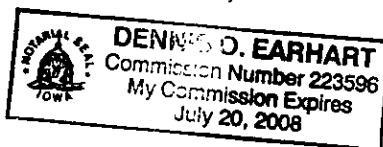
On this 13<sup>th</sup> day of February, 2008, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Douglas D. Redenius

to me personally known, who being by me duly sworn, did say that ~~they are~~ <sup>he is</sup> that person is Manager

of said limited liability company executing the within and foregoing instrument; that said instrument was signed on behalf of said limited liability company by authority of its Managers; and that the said Manager

\_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Dennis D. Earhart, Notary Public  
in and for said County and State



INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he [she] executed the same as his [her] voluntary act and deed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he [she] executed the same as his [her] voluntary act and deed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he [she] executed the same as his [her] voluntary act and deed.

\_\_\_\_\_, Notary Public  
in and for said County and State

PARTNERSHIP ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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 the person is one of the partners of \_\_\_\_\_

a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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 the person is one of the partners of \_\_\_\_\_

a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

