

Document 2004 3947

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

✓ UNION STATE BANK P.O. BOX 110 201 WEST COURT WINTERSET, IA 50273 (515) 462-2161
(name, address, and phone number of preparer)

State of Iowa

Space Above This Line For Recording Data

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 08-23-2004.
The parties and their addresses are:

MORTGAGOR: GROTH FARMS INCORPORATED, AN IOWA CORPORATION
2451 CUMMING ROAD
WINTERSET, IA 50273

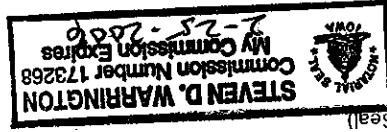
LENDER: UNION STATE BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
P.O. BOX 110
201 WEST COURT
WINTERSET, IA 50273

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 03-08-2002 and recorded on 04-17-2002. The Security Instrument was recorded in the records of MADISON County, Iowa at OFFICE OF RECORDER IN BOOK 2002 ON PAGE 1811.

The property is located in MADISON County at 2451 CUMMING ROAD, WINTERSET, IA 50273.

Described as:
SEE ATTACHED EXHIBIT "A"

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 100,000.00
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.**



(Notary Public)

Steven D. Warrington

My commission expires:

his/her/their voluntary act and deed.

executed the foregoing instrument, and acknowledged that he/she/they executed the same as

to me known to be the person(s) named in and who

state of Iowa, personally appeared Marvin Groth

On this 23rd day of August, before me, a Notary Public in the

STATE OF Iowa, COUNTY OF Madison } ss.

ACKNOWLEDGMENT:

(Signature) _____ (Date) _____ (Signature) _____ (Date) _____

(Signature) _____ (Date) _____ (Signature) _____ (Date) _____

(Signature) _____ (Date) _____ (Signature) _____ (Date) _____

Marvin Groth Sec. - Treas. GROT

GROTH FARMS INCORPORATED

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

NOTICE TO CONSUMER
(For purposes of this Notice, "You" means Mortgagor)
1. Do not sign this paper before you read it. 2. You are entitled to receive a refund of unearned charges in unpaid balance at any time with penalty and may be entitled to receive a minimum charge not greater than seven dollars and fifty cents.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$100,000.00 which is a \$49,964.00 increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)
PROMISSORY NOTE #5050024227 DATED MARCH 22, 2004 AND PROMISSORY NOTE #5050024575 DATED AUGUST 23, 2004

The Southwest Quarter (¼) and the South Twenty (20) acres of the Northwest Quarter (¼) of Section Nine (9), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

The North One Hundred Forty (140) acres of the Northwest Quarter (¼) of Section Nine (9); and The Southeast Quarter (¼) of the Northeast Quarter (¼) and the East Half (½) of the Southeast Quarter (¼) of Section Eight (8); and the Southeast Quarter (¼) and the South Seventy (70) acres of the East Half (½) of the Southwest Quarter (¼) of Section Four (4), and a tract of land described as follows: Commencing at a point 52 rods East of the Northwest Corner of the Southwest Quarter (¼) of the Northeast Quarter (¼) and running thence South 55.38 rods, thence West 52 rods, thence South 24.62 rods, thence East 70 rods, thence North 80 rods, thence West 18 rods to the place of beginning, in Section Four (4), all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

ALL EXCEPT

Parcel "C", located in the Southwest Quarter (¼) of the Southwest Quarter (¼) of Section Nine (9) and the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Eight (8), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the South Quarter corner of Section Nine (9), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County Iowa; thence South 90°00'00" West along the South line of the Southwest Quarter (¼) of said Section Nine (9), 2287.41 feet to the point of beginning; thence South 90°00'00" West along the South line of the Southwest Quarter (¼) of said Section Nine (9), 321.16 feet to the Southwest corner of said Section Nine (9); thence South 89°48'28" West along the South line of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Eight (8), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, 200.00 feet to a point in an existing fence; thence North 4°01'55" East along an existing fence, 327.94 feet; thence South 87°11'53" East along an existing fence, 502.33 feet; thence South 0°41'16" West along an existing fence, 301.92 feet to the point of beginning. Said parcel contains 3.694 acres, including 0.324 acres of county road right-of-way,

EXCEPT

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Nine (9) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison county, Iowa.