

Prepared By: Lender, Union Planters Bank, National Association, 2851 86th Street, Urbandale, IA 50322, (515) 237-8630

FILED NO. 000737

BOOK 2003 PAGE 737

2003 FEB 10 PM 12:16

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

RECORDATION REQUESTED BY:

Union Planters Bank, National Association
Urbandale Banking Center
2851 86th Street
Urbandale, IA 50322

REC \$ 10⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

WHEN RECORDED MAIL TO:

Union Planters Bank, National Association
728 Melrose Avenue
Nashville, TN 37211

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 5, 2003, is made and executed between Madison County Winery, LLC, whose address is 4507 NW 98th Street, Urbandale, IA 50322 (referred to below as "Grantor") and Union Planters Bank, National Association, whose address is 2851 86th Street, Urbandale, IA 50322 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 28, 2001 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

Recorded January 3, 2002 in Book 2002, Page 25 in the Office of Recorder, Madison County, IA.

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

THE WEST 228 FEET OF THE EAST 294 FEET OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); AND ALSO BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), THENCE SOUTH 388.50 FEET, THENCE SOUTH 89' 20' WEST ALONG THE TANGENT AND CENTERLINE OF THE PUBLIC HIGHWAY, 294 FEET, THENCE NORTH 376 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), THENCE EASTERLY ALONG THE SAID NORTH LINE TO THE POINT OF BEGINNING, SUBJECT TO ROAD EASEMENT ALONG THE SOUTH SIDE THEREOF, AND THE WEST 46 RODS AND 14 FEET OF THE SOUTH 70 RODS OF THE EAST 42 ACRES OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4), ALL IN SECTION TWENTY-ONE (21), IN TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, SHOWN ON THE ATTACHED MAP, LABELED EXHIBIT "A", TOGETHER WITH ALL EASEMENTS AND SERVIENT ESTATES APPURTENANT THERETO AND SUBJECT TO ZONING RESTRICTIONS, RESTRICTIVE COVENANTS, EASEMENTS AND MINERAL RESERVATIONS, IF ANY.

The Real Property or its address is commonly known as IA.

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

Term Previous Loan.

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 5, 2003.

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

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 5384511075

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GRANTOR:

MADISON COUNTY WINERY, LLC

By: Doug Bakker
Doug Bakker, Manager of Madison County Winery, LLC

By: Cheryl Bakker
Cheryl Bakker, Individually

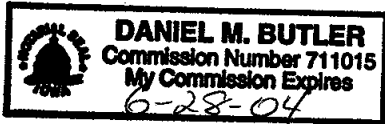
LENDER:

X Daniel M Butler
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 7th day of February, A.D., 20 03, before me, the undersigned Notary Public in said County and State, personally appeared **Doug Bakker, Manager; Cheryl Bakker, Individually of Madison County Winery, LLC**, to me personally known, who being by me duly sworn, did say that they are one of the members or designated agents of said limited liability company, and that the instrument was signed and sealed on behalf of the limited liability company by authority of the limited liability company and the members or designated agents acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company by it and by the members or designated agents voluntarily executed.



Daniel M Butler
Notary Public in the State of
Iowa

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 7th day of February, A.D., 20 03, before me, the undersigned Notary Public in said County and State, personally appeared Daniel M Butler and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Cristen M Stevens
Notary Public in and for the State of Iowa

Residing at Urbandale, IA
My commission expires 3-27-2005

