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NICKI UTSLER
 RECORDER
 MADISON COUNTY, IOWA

Preparer Information	Lawrence E. Kritebrink	1500 Woodmen Tower	Omaha, NE 68102	(402) 636-8286
	Individual's Name	Street Address	City	Phone

SPACE ABOVE THIS LINE FOR RECORDER

AMENDMENT OF MORTGAGES
 (Iowa and Indiana)

THIS AMENDMENT OF MORTGAGES (this "Amendment") is made and entered into as of April 30, 2003 by ROSE ACRE FARMS, INC., an Indiana corporation ("Mortgagor"), whose address for purposes of this Amendment is 6874 N. Base Road, Seymour, Indiana 47274, and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., a banking association, New York Branch ("Rabobank"), whose address for purposes of this Amendment is 245 Park Avenue, New York, New York 10167, in its capacity as Collateral Agent for Rabobank and any other Lenders or Noteholders (as those terms are defined below), if any (Rabobank in its capacity and as Collateral Agent for itself and such other Lenders or Noteholders, if any, is hereinafter referred as the "Mortgagee").

RECITALS

WHEREAS, Mortgagor executed and delivered to Mortgagee those certain mortgages and deed of trust described on Schedule 1 attached hereto and incorporated herein by this reference (collectively, the "Mortgages"), which encumber that certain real estate described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises") and certain other real and personal property described therein (collectively, the "Mortgaged Property"); and

WHEREAS, the Mortgages were granted to secure, without limitation,

(i) Mortgagor's indebtedness, liabilities, and obligations under that certain Amended and Restated Revolving Credit Agreement dated as of September 4, 1997 (the "Original Credit Agreement"), by and between Mortgagor, Rabobank, FARM CREDIT SERVICES OF MID-AMERICA, FCLA ("FCS"), and the other "Banks" (as defined therein), under the terms of which Rabobank and such other Banks agreed to lend and Mortgagor agreed to borrow, the principal sum of up to \$35,000,000.00, as evidenced by those certain promissory notes executed and delivered by Mortgagor pursuant to the terms of the Original Credit Agreement, and any other note given in substitution therefor or in modification, renewal, or extension thereof, in whole or in part (collectively, the "Revolving Credit Notes"); and

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(ii) Mortgagor's indebtedness, liabilities and obligations under that certain Note Agreement dated as of September 4, 1997 ("**Original Note Agreement**"), by and between Mortgagor, FCS, and PRUDENTIAL INSURANCE COMPANY OF AMERICA ("**Prudential**") under which FCS and Prudential agreed to lend and Mortgagor agreed to borrow \$30,000,000.00, as evidenced by those certain promissory notes executed and delivered by Mortgagor pursuant to the terms of the Original Note Agreement; and

(iii) all other indebtedness, liability or obligation at any time and from time to time owing by the Mortgagor to the Lenders or the Noteholders, as the case may be, on account of any and all existing, outstanding, present, or future loans, guaranties, advances, accommodations and other extensions of credit for any purpose up to the maximum principal amount of NINETY FIVE MILLION DOLLARS (\$95,000,000.00).

WHEREAS, The Original Credit Agreement has been amended and restated in its entirety pursuant to that certain Revolving Credit Agreement dated as of October 30, 2002, by and among Mortgagor, Rabobank, and the other "Banks" (as defined therein) (the "**Amended and Restated Credit Agreement**"); and

WHEREAS, the Amended and Restated Credit Agreement has been amended by that certain First Amendment to Revolving Credit Agreement dated as of January 29, 2003, by and between Mortgagor and Rabobank as Administrative Agent for itself and the other Banks (as defined in the Amended and Restated Credit Agreement) (the "**First Amendment**"); and

WHEREAS, the Original Note Agreement was amended and restated in its entirety pursuant to that certain Amended and Restated Note Agreement dated as of December 26, 2002, by and between Mortgagor and FCS (the "**Amended and Restated Original Note Agreement**"), under which FCS agreed to lend and Mortgagor agreed to borrow \$30,000,000.00, as evidenced by those certain promissory notes executed and delivered by Mortgagor pursuant to the terms of the Amended and Restated Original Note Agreement (such promissory notes and any other notes given in substitution therefor or in modification, renewal, or extension thereof, in whole or in part are hereinafter collectively referred to as the "**Term Notes**"). (The Amended and Restated Original Note Agreement, as may now or hereinafter be amended, modified or restated is hereinafter referred to as the "**Note Agreement**"; and FCS and all other parties which may from time to time be a holder one or more of the Term Notes are hereinafter collectively referred to as the "**Noteholders**"); and

WHEREAS, Mortgagee holds the Mortgages as Collateral Agent for the Lenders and Noteholders under the terms and conditions of that certain Amended and Restated Collateral Agent and Intercreditor Agreement dated as of October 30, 2002, between Mortgagee, as Administrative Agent for the Lenders and Farm Credit Services of Mid-America, FLCA (said agreement, as the same may now or hereafter be amended, modified or restated is hereinafter referred to as the "**Collateral Agent Agreement**"); and

WHEREAS, Mortgagor and Mortgagee wish to clarify the terms of the Mortgages regarding the indebtedness, liabilities and obligations secured by the Mortgages; and

WHEREAS, this Amendment is made pursuant to the terms of the Amended and Restated Credit Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Mortgagor and Mortgagee hereby agree as follows:

1. **Incorporations of Recitals.** The recitals set forth above are incorporated in these agreements as if fully set forth herein.

2. **Amendments to Mortgages.** The Mortgages are hereby amended so that, notwithstanding any statement or reference to the contrary contained in the Mortgages, if any:

a. **Prudential.** The Prudential Insurance Company of America ("**Prudential**") is no longer a "Noteholder." All references to Prudential in the Mortgages are hereby deleted.

b. **Indebtedness.** The "Indebtedness" as that term is used in the Mortgages, shall mean and be all indebtedness, liabilities and obligations of the Mortgagor to Lenders and Noteholders, without priority, including the following:

(i) The aggregate principal sum of \$30,000,000.00, with interest thereon according to the terms and conditions of the Note Agreement (as defined in this Amendment, above) and all and any of those certain promissory notes now or hereafter executed and delivered by Mortgagor pursuant to the terms of the Note Agreement which remain unpaid, whether made payable to FCS or any other party which is or may hereafter be a Noteholder (collectively, the "**Term Notes**"), the terms of which are incorporated herein by reference, with interest thereon at the rate or rates set forth therein, and all other sums due Noteholders as provided in the Note Agreement and the Term Notes; and

(ii) The aggregate principal sum of \$35,000,000.00 (or so much thereof as which may now or hereafter be advanced), with interest thereon according to the terms and conditions of the Original Credit Agreement, as the same has been amended and restated and further amended pursuant to the terms and conditions of the Amended and Restated Credit Agreement and the First Amendment (the Original Credit Agreement, as amended and restated by the Amended and Restated Credit Agreement, as further amended by the First Amendment, and as may now or hereafter amended, is hereinafter referred to as the "**Credit Agreement**"; and Rabobank and all other parties which may from time to time be a "Bank" under the Credit Agreement are hereinafter collectively referred to as the "**Lenders**") and any and all of those certain promissory notes now or hereafter executed and delivered by Mortgagor pursuant to the terms of the Credit Agreement, and any other note given in substitution therefor or in modification, renewal, or extension thereof, in whole or in part (said promissory notes are hereinafter collectively, the "**Revolving Credit Notes**"), the terms of which are incorporated herein by reference, with interest thereon at the rate or rates set forth therein, and all other sums due Lenders as provided in the Credit Agreement and the Revolving Credit Notes; and

(iii) Any and all sums, together with interest accruing thereon as herein provided, that may hereafter be advanced by or on behalf of the Mortgagee under the terms of the Mortgages as a result of the failure of the Mortgagor to perform its obligations under the Mortgages.

Notwithstanding anything to the contrary in the Mortgages or this Amendment, the term "Indebtedness" does not include, and the Mortgages do not secure any indebtedness, liabilities or obligations of Mortgagor arising under or pursuant to or evidenced by that certain Credit Agreement dated September 8, 2000, or any of the "Loan Documents" (as defined therein), as

the same have been or may hereafter be amended, modified or restated.

c. Definitions. The terms "Note Agreement", "Credit Agreement", "Term Notes", "Revolving Credit Notes", "Noteholders", "Lenders", "Indebtedness", and any other term defined herein and used in the Mortgages shall have the meaning defined in this Amendment.

3. Effect on Mortgages. This Amendment is a modification only and not a novation. Mortgagee has and shall continue to have a first lien and security interest upon and in the Mortgaged Property. In all respects not inconsistent herewith, the Mortgages shall otherwise remain unaffected, unchanged and unimpaired. Notwithstanding anything to the contrary, if the terms and provisions contained in the Mortgages in any way conflict or are inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and supersede. However, it is specifically agreed that all terms and provisions contained in the Mortgages which do not conflict or are not inconsistent with this Amendment shall remain in full force and effect without any change or modification. If any term or condition of this Amendment conflicts with applicable law or is held to be invalid or unenforceable by a court of competent jurisdiction, the other terms and conditions of this Amendment shall remain in full force and effect.

4. No Waiver. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Mortgagee under the Mortgages or the other Loan Documents (as defined in the Mortgages), nor constitute a waiver of any provision of the Notes (as defined in the Mortgages) or the Loan Documents.

5. Paragraph Headings. Caption headings in this Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of this Amendment.

6. No Merger. There shall be no merger of the interest or estate created by the Mortgages with any other interest or estate in the Mortgaged Property at any time held by or for the benefit of Mortgagee in any capacity, without the written consent of Mortgagee.

7. Severability. If a court of competent jurisdiction finds any provision of this Amendment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Amendment in all other respects shall remain valid and enforceable.

8. Binding Effect, Successors and Assigns. Subject to the limitations stated in the Mortgages on transfer of Mortgagor's interest, this Amendment shall be binding upon and inure to the benefit of the parties, their heirs, legatees, devisees, personal representatives, successors and assigns.

9. Fees and Expenses. All costs and expenses incurred in connection with this Amendment including, but not limited to, title insurance costs, attorneys' fees, documentary stamps, and recording costs shall be promptly paid by Mortgagor to Mortgagee.

10. Additional Documentation. Mortgagor shall execute such additional documents as Mortgagee may reasonably require to effectuate fully the intent of this Amendment.

11. Counterpart Execution. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO AMENDMENT TO MORTGAGES]

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Amendment as of the date first above written.

MORTGAGOR

ROSE ACRE FARMS, INC., an Indiana corporation

C. The [Signature]
Unofficial Witness

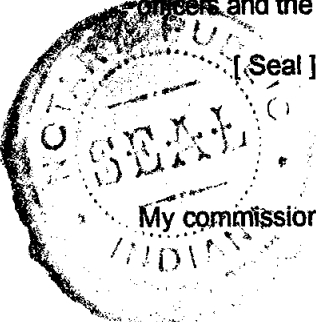
By: Lois M. Rust
Name: Lois M. Rust
Title: PRESIDENT

Mark [Signature]
Unofficial Witness

By: Ruth Ann Hendrix
Name: RUTH ANN HENDRIX
Title: Secretary

STATE OF INDIANA)
COUNTY OF JACKSON) ss.

On this 29 day of April, 2003, before me the undersigned, a Notary Public in and for the said County and State, personally appeared LOIS M. RUST and RUTH ANN HENDRIX being the PRESIDENT and the SECRETARY of Rose Acre Farms, Inc., an Indiana corporation, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.



[Seal]

Linda Starr
Notary Public, State of Indiana

My commission expires: 1-23-2008

Schedule 1

Mortgages

Page 1 of 2

Adair County, IA

Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of September 4, 1997, by Rose Acre Farms, Inc., as Mortgagor, to and in Favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International," New York Branch, as Mortgagee, and recorded in the office of the Recorder of Adair County, Iowa, on September 10, 1997, in Book 387, Page 18.

Jackson County, IN

Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of September 4, 1997, by Rose Acre Farms, Inc., as Mortgagor, to and in Favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International," New York Branch, as Mortgagee, and recorded in the office of the Recorder of Jackson County, Indiana, on September 12, 1997, in Mortgage Record 451, Page 464.

Guthrie County, IA

Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of September 4, 1997, by Rose Acre Farms, Inc., as Mortgagor, to and in Favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International," New York Branch, as Mortgagee, and recorded in the office of the Recorder of Guthrie County, Iowa, on September 10, 1997, as instrument no. 1997-2566 Book 387, Page 18.

Newton County, IN

Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of September 4, 1997, by Rose Acre Farms, Inc., as Mortgagor, to and in Favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International," New York Branch, as Mortgagee, and recorded in the office of the Recorder of Newton County, Indiana, on September 9, 1997, as Document No. 972350 of the Mortgage Records.

Madison County, IA

Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement dated as of September 4, 1997, by Rose Acre Farms, Inc., as Mortgagor, to and in Favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International," New York Branch, as Mortgagee, and recorded in the office of the Recorder of Madison County, Iowa, on September 10, 1997, in Book 191, Page 55.

[SCHEDULE 1 CONTINUED NEXT PAGE]

Exhibit "A"

Legal Descriptions of Premises

Adair County, IA

N 1/2 of Section 2, Township 77 North, Range 31 West of the 5th P.M. Iowa, except a parcel of land located in the NE 1/4 of the NE 1/4 of Section 2, Township 77 North, Range 31 West of the 5th P.M. Adair County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Section 2, Township 77 North, Range 31 West of the 5th P.M. Adair County, Iowa; thence South 90 degrees 00 minutes 00 seconds West 140.00 feet; thence South 00 degrees 00 minutes 00 seconds 70.00 feet to the Point of Beginning; thence South 00 degrees 00 minutes 00 seconds 30.00 feet; thence North 90 degrees 00 minutes 00 seconds East 25.00 feet; thence South 00 degrees 00 minutes 00 seconds 110.00 feet; thence South 90 degrees 00 minutes 00 seconds West 110.00 feet; thence North 00 degrees 00 minutes 00 seconds 110.00 feet; thence North 90 degrees 00 minutes 00 seconds East 25.00 feet; thence North 00 degrees 00 minutes 00 seconds 30.00 feet; thence North 90 degrees 00 minutes 00 seconds East 60.00 feet to the Point of Beginning.

Abstract.

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AMENDMENT OF MORTGAGES
DOCS/543952.2
DOCS/543952.RED

Exhibit "A"

Legal Descriptions of Premises
(cont.)

Jackson County, IN

A part of the Northeast quarter of the Northeast quarter of Section Eleven (11), Township Six (6) North, Range Four (4) East, Jackson County, Indiana, described as follows: Beginning at a point on the North line of Section 11, point being 642.70 feet West of the Northeast corner of Section 11; thence, on the section line, West, 676.76 feet to the Northwest corner of the quarter-quarter; thence, on the quarter-quarter section line South - 00 degrees - 20 minutes - 26 seconds - West, 395.76 feet; thence, East, 679.11 feet; thence, North 395.76 feet to the true point of beginning, containing 6.159 acres, more or less.

Exhibit "A"

**Legal Descriptions of Premises
(cont.)**

Guthrie County, IA

PARCEL I:

The West half (W1/2) of the Northeast Quarter (NE1/4) and Lot One (1) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and Lot One (1) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), all in Section Thirty-six (36), Township Eighty (80) North, Range Thirty-two (32) West of the Fifth P.M., in Guthrie County, Iowa. EXCEPT a parcel of land located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section Thirty-Six (36), described as follows: Commencing at the East Quarter corner of said Section 36; thence West (assumed), 1,405.00 feet along the South line of the NE1/4 of said Section 36; thence North 50.00 feet to the R.O.W. line of County Highway N-70, the point of beginning, thence continuing North 185.00 feet, thence West 180.00 feet; thence South 185.00 feet, thence East 180.00 feet to the point of beginning.

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Exhibit "A"

**Legal Descriptions of Premises
(cont.)**

Newton County, IN

A tract of land in the Southwest quarter of Section 23, Township 28 North, Range 8 West, Iroquois Township, Newton County, Indiana, more fully described by:

Basis of Bearings: West Line of Section 23
Assumed as North

Commencing at the Northwest corner of the Southwest quarter of said Section 23;

Thence South along the Section line and the Centerline of State Road No. 55, a distance of 123.00 feet to the point of beginning;

Thence North 89 degrees 48 minutes 16 seconds East along the South described line of the Hageman Farms, Inc. Property (1.20 acre Exception Description as recorded in Deed Record 113, page 530), a distance of 425.00 feet;

Thence North along the East described line of said Hageman property a distance of 123.00 feet;

Thence North 89 degrees 48 minutes 16 seconds East along the quarter Section line and an existing fence line a distance of 2,170.54 feet;

Thence South 00 degrees 00 minutes 12 seconds East along the West described line of the Fabrikant Steel Products Inc. property (See Misc. Record 18, page 142, Newton County Recorder's Office) a distance of 1,173.00 feet;

Thence South 89 degrees 48 minutes 16 seconds West a distance of 2,595.61 feet;

Thence North along the Section Line and the Centerline of State Road 55 a distance of 1050.00 feet to the point of beginning.

Exhibit "A"

**Legal Descriptions of Premises
(cont.)**

Madison County, IA

PARCEL II:

The East half (E1/2) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-four (34), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land in the Northeast Quarter of the Southeast Quarter of Section 34, Township 76 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the Southeast corner of Section 34, Township 76 North, Range 28 of the 5th P.M., Madison County, Iowa, thence North 00 degrees 00 minutes 00 seconds, 1,918.38 feet along the east line of said Section 34 to the point of beginning. Thence North 90 degrees 00 minutes 00 seconds West 183.00 feet; thence North 00 degrees 00 minutes 00 seconds 100.00 feet; thence South 90 degrees 00 minutes 00 seconds East 183.0 feet to the East line of said Section 34; thence South 00 degrees 00 minutes 00 seconds 100.00 feet to the point of beginning.

Abstract.

FirstBank/Rose Acre
AMENDMENT OF MORTGAGES
DOCS/543952.2
DOCS/543952.RED

