

Document 2005 6037

Book 2005 Page 6037 Type 04 002 Pages 4  
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Rec Amt \$22.00

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

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

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Prepared by and Return to:  
Raymond Vega, Collateral Specialist  
CoBank, ACB, P.O. Box 5110, Denver, Co. 80217  
1-800-524-8072 ext. 06516 3500 S QUEBEC ST

GREENWIND VILLAGE CO ROLL 9906  
**AMENDMENT TO MORTGAGE**

This Amendment, dated October 21, 2005, is entered into by and between **FARMERS COOPERATIVE COMPANY**, Farnhamville, Iowa, f/k/a Mid Iowa Cooperative of Yale, Iowa, (hereinafter "Mortgagor"), and **CoBANK, ACB**, St. Louis, Missouri, formerly known as the National Bank for Cooperatives, and also formerly known as Omaha Bank for Cooperatives, (hereinafter "Mortgagee").

WHEREAS, on September 27, 1989, Mortgagor executed and delivered to Mortgagee a Mortgage covering certain real estate in Madison County, Iowa, which Mortgage was recorded on October 2, 1989, in Book 154, at page 7, as Document No. 640, of the Mortgage Records of **Madison County, Iowa**; and

WHEREAS, said Mortgage states by its terms that the ultimate amount to be advanced under its terms shall not exceed \$25,000,000.00, and that all future advances would be made by March 6, 1996; and

WHEREAS, an Amendment to Mortgage recorded July 5, 1990, in Book 156, at page 676, as Document No. 43, included additional property in Madison County to be secured by said Mortgage; and

WHEREAS, an Amendment to Mortgage recorded August 4, 1992, in Book 163, at page 288, as Document No. 333, deleted any reference to a Loan Agreement dated June 11, 1980; and

WHEREAS, an Amendment to Mortgage recorded December 5, 1995, in Book 179, at page 573, as Document No. 1583, revised the terms to reflect that all future advances would be made by March 6, 2006; and

WHEREAS, a certain Master Loan Agreement dated June 10, 2003, Supplements, any additional Supplements or Amendments thereto, and promissory notes were executed and Mortgagee intends to continue to make future advances to Mortgagor; and

WHEREAS, the later maturity date of the new promissory notes secured by the Mortgage, as amended hereby, is August 20, 2015; and

WHEREAS, the parties hereto agree that this Amendment to Mortgage, as well as previous documents and agreements entered into between Mortgagor and Mortgagee, are binding upon the undersigned, their successors and assigns.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the parties agree as follows:

1. The ultimate amount to be advanced under the terms of this Mortgage shall remain unchanged at \$25,000,000.00.

2. The final date by which said future advances must be made shall be changed from March 6, 2006, to August 20, 2015.

3. The Mortgage dated March 6, 1986, as amended hereby, is to continue to serve as collateral for all past, current and future loans, indebtedness, liabilities and obligations of every kind and nature which currently exist or may exist in the future between the Mortgagor and the Mortgagee.

4. All terms and conditions of the Mortgage shall remain in full force and effect except insofar as changed by this Amendment, and shall continue as a lien upon the property described therein.

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have executed this Amendment to Mortgage on the date noted below their signatures.

(Corporate Seal)

**FARMERS COOPERATIVE  
COMPANY** of Farnhamville, Iowa

ATTEST:

By:

*RW Koppen*

Title:

CEO

*RW Koppen*

(Print)

By:

*Mark Miner*

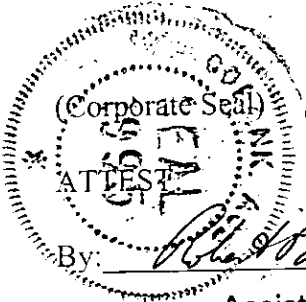
Title:

CFO

*Mark Miner*

(Print)

Date Executed: *12-5-2005*



By:

*Robert Pace*

Title:

Assistant Corporate Secretary

*Robert Pace*

(Print)

**CoBANK, ACB**

By:

*Penny Probasco*

Title:

Assistant Corporate Secretary

*Penny Probasco*

(Print)

Date Executed: *12/9/05*

**ACKNOWLEDGMENT**

STATE OF IOWA )  
 ) ss.  
COUNTY OF Calhoun )

On December 5, 2005, before me, Daniel L. Beenken a Notary Public in and for said County and State, personally appeared Roger W Koppen and Mark Winer, known to me to be the CEO and CEO respectively, of **FARMERS COOPERATIVE COMPANY of Farnhamville, Iowa**, and that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors, and said officers above named acknowledged to me that they executed the same for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand as such Notary Public and affixed my official seal the day and year first above written.

Daniel L. Beenken



My Commission expires \_\_\_\_\_ and for said County

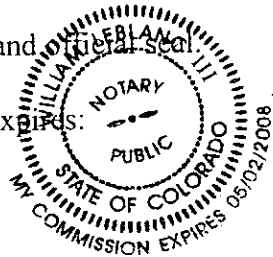
**ACKNOWLEDGMENT**

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

This instrument was acknowledged before me on, December 9, 2005, by Penny Probasco and Robert Pace, known to me to be the Assistant Corporate Secretary and Assistant Corporate Secretary, respectively, of CoBank, ACB, a federally chartered instrumentality of the United States of America, on behalf of said entity.

Witness my hand and

My commission expires



William LeBlanc

Notary Public - State of Colorado