

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

Prepared By: LENDER, Union Planters Bank NA, 565 MARRIOTT DRIVE, NASHVILLE, TN 37214, (515) 283-5130

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|----------|---|
| COMPUTER | ✓ |
| RECORDED | ✓ |
| COMPARED | ✓ |



RECORDATION REQUESTED BY:

Union Planters Bank NA
Urbandale Commercial Administrative Center
2851 86th Street
Urbandale, IA 50322

WHEN RECORDED MAIL TO:

Union Planters Bank, National Association
565 Marriott Drive
Nashville, TN 37214

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated August 18, 2005, is made and executed between **BAKKER L.L.C.**, whose address is 4507 98TH ST., URBANDALE, IA 50322 (referred to below as "Grantor") and Union Planters Bank NA, whose address is 2851 86th Street, Urbandale, IA 50322 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 3, 2002 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

RECORDED IN BOOK 2002 PAGE 25.

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

See ATTACHED EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as FARM LAND, MADISON, IA.

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

MODIFY NAME ON MORTGAGE FROM MADISON COUNTY WINERY, LLC TO BAKKER L.L.C.

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 AUGUST 18, 2005.

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

GRANTOR:

BAKKER L.L.C.
By: *Douglas Bakker* Member
DOUGLAS BAKKER, MEMBER of BAKKER L.L.C.

LENDER:

UNION PLANTERS BANK NA
X *Ronald M. Butler*
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 232000209773

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

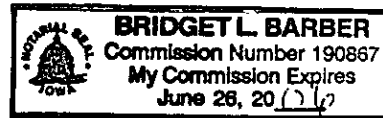


On this 18th day of August, A.D., 20 05, before me, the undersigned Notary Public in said County and State, personally appeared **DOUGLAS BAKKER, MEMBER of BAKKER L.L.C.**, to me personally known, who being by me duly sworn, did say that he or she is member or designated agent of said limited liability 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 member or designated agent acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company by it and by the member or designated agent voluntarily executed.

Bridget L. Barber
Notary Public in the State of
Iowa

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)



On this 18th day of August, A.D., 20 05, before me, the undersigned Notary Public in said County and State, personally appeared Daniel Butler and known to me to be the Via 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 Bridget L. Barber
Notary Public in and for the State of Iowa

Residing at 2639 E Sheridan Ave, DSM, IA 50317
My commission expires 6-26-2006