

Document 2007 426

Book 2007 Page 426 Type 04 002 Pages 5

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LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

FOR RECORDER'S USE ONLY

Prepared By: Brian P. Hagedorn, Wells Fargo Bank, National Association, 666 Walnut Street, Des Moines, IA 50309, (515) 245-8260

ADDRESS TAX STATEMENT:

Zuendel Investments Inc., 3515 Arapahoe Drive, Des Moines, IA 50312

RECORDATION REQUESTED BY:

Wells Fargo Bank, National Association; Des Moines Com'l Real Estate; 666 Walnut Street; Des Moines, IA 50309

WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association, Attn: Collateral Processing - Rep III, 730 2nd Avenue South, Suite 1000, Minneapolis, MN 55479

MODIFICATION OF MORTGAGE



200076674264800485

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 2 of this Modification. The legal description can be found on page 2 of this Modification. The parcel identification number can be found on page 2 of this Modification. The related document or instrument number can be found on page 2 of this Modification.

THIS MODIFICATION OF MORTGAGE dated January 26, 2007, is made and executed between Zuendel Investments Inc., an Iowa corporation, whose address is 3515 Arapahoe Drive, Des Moines, IA 50312 (referred to below as "Grantor") and Wells Fargo Bank, National Association, whose address is 666 Walnut Street, Des Moines, IA 50309 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 21, 2005 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

**MODIFICATION OF MORTGAGE
(Continued)**

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Original Mortgage in the amount of \$612,500.00 filed on December 22, 2005, as Document #2005 6091, at Book 2005 Page 6091 in the Office of the County Recorder, Madison, Iowa.

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

Lots (10) through Thirty-six (36) of Cedar Woods Plat One (1) located in the Southeast Quarter (1/4) of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., City of Winterset, Madison County, Iowa,

AND

The Southwest Quarter (1/4) of Section Eighteen (18) excepting therefrom the Southeast Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Southwest Quarter (1/4) and except the West 900 feet of the South Half (1/2) of the Southeast Quarter (1/4) of said Southwest Quarter (1/4), and EXCEPT that part thereof that lies within Cedar Woods Plat One (1) as shown in Plat of Survey filed in Book 2006, Page 4920 on November 28, 2006, in the Office of the Recorder of Madison County, Iowa; AND the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) and the West Half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Nineteen (19); ALL in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., City of Winterset, Madison County, Iowa,

The Real Property or its address is commonly known as 3515 Arapahoe Drive, Des Moines, IA 50312. The Real Property parcel identification number is 400071882000, 400071884000, 400071886010, 400071888010, 40071924010, 4000719924020.

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

The REAL PROPERTY DESCRIPTION section of the Mortgage is hereby modified by amending and restating in its entirety the description of the Real Property covered by the Mortgage,

Lots (10) through Thirty-six (36) of Cedar Woods Plat One (1) located in the Southeast Quarter (1/4) of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., City of Winterset, Madison County, Iowa,

AND

The Southwest Quarter (1/4) of Section Eighteen (18) excepting therefrom the Southeast Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Southwest Quarter (1/4) and except the West 900 feet of the South Half (1/2) of the Southeast Quarter (1/4) of said Southwest Quarter (1/4), and EXCEPT that part thereof that lies within Cedar Woods Plat One (1) as shown in Plat of Survey filed in Book 2006, Page 4920 on November 28, 2006, in the Office of the Recorder of Madison County, Iowa; AND the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) and the West Half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Nineteen (19); ALL in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., City of Winterset, Madison County, Iowa,

which shall on and after the date hereof be deemed to be the REAL PROPERTY legal description set forth in the Mortgage.

The Mortgage is hereby modified to reflect that it secures that certain promissory note dated January 26, 2007 (the "2007" Replacement Note") made by the Grantor in the face amount of \$1,500,000.00 payable to the Lender, and having a maturity date of July 28, 2009. The 2007

MODIFICATION OF MORTGAGE

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(Continued)

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Replacement Note replaces, but shall not be deemed payment or satisfaction of, the "Note" as defined in the Mortgage. All references in the Mortgage to the "Note" shall henceforth be deemed to be references to the 2007 Replacement Note.

The Renewal Note renews the Note to the extent of \$590,340.48 and evidences additional advances of \$909,659.60.

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.

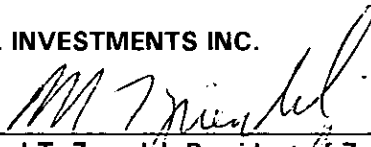
FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

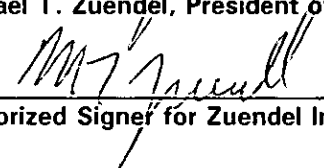
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 26, 2007.

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

GRANTOR:

ZUENDEL INVESTMENTS INC.

By: 
Michael T. Zuendel, President of Zuendel Investments Inc.

By: 
Authorized Signer for Zuendel Investments Inc.

MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

x Brian Hagedorn
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF IOWA

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) SS

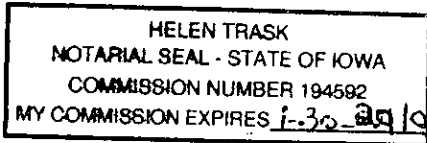
COUNTY OF POLK

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On this 26th day of January, A.D., 2007, before me, the undersigned Notary Public in said County and State, personally appeared **Michael T. Zuendel, President of Zuendel Investments Inc.**

to me personally known, who, being by me duly sworn did say they are **authorized signers** of said corporation, that no seal has been procured by said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of directors and that said **Michael T. Zuendel of Zuendel Investments Inc.**

acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Helen Trask
Notary Public in the State of
IOWA

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 26th day of January, A.D., 2007, before me, the undersigned Notary Public in said County and State, personally appeared Brian Knaevelon 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 Helen Trask
Notary Public in and for the State of IA

Residing at Polk County
My commission expires 1-30-2010

HELEN TRASK
NOTARIAL SEAL - STATE OF IOWA
COMMISSION NUMBER 104692
MY COMMISSION EXPIRES 1-30-2010