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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

 State of lowa — Space Above This Line For Recording Data — Prepared By: JEFFREY J. NOLAN UNION STATE BANK P.O. BOX 110, WINTERSET, IA 50273 (515) 462-2161 Return To: UNION STATE BANK P.O. BOX 110 201 W. COURT AVE WINTERSET, IA 50273 MODIFICATION OF OPEN-END MORTGAGE DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 06-24-2010 __. The parties and their addresses are: MORTGAGOR: TNT FAMILY, INC., AN IOWA CORPORATION **1623 MUELLER COURT** WINTERSET, IA 50273 ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on **LENDER: UNION STATE BANK** ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA P.O. BOX 110 201 W. COURT AVE WINTERSET, IA 50273 BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 11-10-2005 and recorded on 11-14-2005 . The Security Instrument was recorded in the records of MADISON Book 2005 County, Iowa at MADISON COUNTY RECORDER Page 5504 . The property is located in MADISON County at 1623 MUELLER COURT AND MCBRIDE ROAD, WINTERSET, IA 50273 The property is described as: (If the legal description of the property is not on page one of this Security Instrument, it is located on PAGE 4

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 615,450.00 LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)

MATURITY DATE OF MORTGAGE IS HEREBY EXTENDED FROM NOVEMBER 10, 2005 PREVIOUSLY EXTENDED TO JANUARY 8, 2008 NOW EXTENDED TO APRIL 15, 2013.

⋈ MAXIMUM OBLIGATION	LIMIT. The total	principal amou	unt secured	by the Security
Instrument at any one time w	ill not exceed \$615	5,450.00		_ 🗆 which is a
\$	☐ increase ☐			
secured. This limitation of a				
validly made pursuant to th				
advances made under the te	rms of the Security	Instrument to	protect Lende	er's security and
to perform any of the covenar	nts contained in the	Security Instrur	nent.	

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

NOTICE TO CONSUMER

(For purposes of this Notice, "You" means Mortgagor)

1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

MORTGAGOR: TNT FAMILY, INC.

(Signature) THOMAS N. TURNER, VICE-PRESIDENT

Date

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(Signature) TARA A. TURNER, PRESIDENT

Date

(Signature)

Date

LENDER: UNION STATE BANK

By John Tei JEFFREY J. NOLAN, PRESIDENT

STATE OF **IOWA**, COUNTY OF **MADISON** ss.

On this 24th day of June, 2010, before me, a Notary Public in the state of Iowa, personally appeared Thomas N. Turner: Tara A. Turner, to me personally known, who being by me duly sworn or affirmed did say that person is Vice President: President of said entity, (that seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its board of directors/partners/members and the said Vice-President: President acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission execution (Seal)



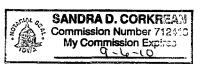
(Notary Public)

STATE OF IOWA, COUNTY OF MADISON ss.

On this 24th day of June, 2010, before me, a Notary Public in the state of Iowa, personally appeared Jeffrey J. Nolan, to me personally known, who being by me duly sworn or affirmed did say that person is President of said entity, (that seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its board of directors/partners/members and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:

(Seal)



Notary Public)

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Exhibit "A"

Lots One (1), Two (2), Six (6), Eight (8), and Nine (9) in Three Buck Ridge Subdivision located in the Northeast Quarter ($\frac{1}{4}$) and in the Southeast Quarter ($\frac{1}{4}$) of Section Four (4), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,