

This instrument was drafted by: GENE R WRIGHT Address: 1850 OSBORN AVE., OSHKOSH, WI 54901
Phone Number: 800-466-8999 After recording return to: FIRSTAR BANK,
N.A., COLLATERAL DEPT., P. O. BOX 3487, OSHKOSH, WI 54903-3487



**AMENDMENT TO MORTGAGE
(Iowa)**

3319575

This Amendment to Mortgage (the "Amendment"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "Mortgagor") and FIRSTAR BANK, N.A. (the "Bank") as of the date set forth on the last page of this Amendment.

RECITALS

A. The Mortgagor executed and delivered to the Bank a mortgage (the "Mortgage"), dated JUNE 14, 2000. The Land (defined in the Mortgage) subject to the Mortgage is described as follows (or in Exhibit A hereto if the description does not appear below):

See attached Exhibit A



REC \$ 20⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

FILED NO. 006964

BOOK 222 PAGE 108

2000 NOV -8 PM 2:40

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Partial
RELEASED 12-10-01
RECORD 2001
PAGE 5533

B. The Mortgage was recorded in the office of the Recorder of Madison County, Iowa, on June 16, 2000 in Book 218, on Page 459, as Document No. 4708.

C. The Mortgagor has requested that the Bank permit certain modifications to the Mortgage as described below.

D. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. **Secured Amount.** If checked here, the following language shall be added to the Mortgage, or amended, as applicable: "NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ N/A. 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".

2. **Change in Note/Mortgage Amount.** If checked here, the reference in the Mortgage to "a note or notes dated N/A in the initial principal amount(s) of \$ N/A" is hereby amended and replaced with "note(s) or amended note(s) dated N/A in the initial principal amount(s) of \$ N/A".

3. **Additional Land Mortgaged.** If checked here, the following described real estate (found in Exhibit B if the description does not appear below) is added to the definition and/or the description of the real property encumbered by the Mortgage so that, effective as of the date of the execution hereof, such additional real property shall be encumbered by the Mortgage in addition to the real property already encumbered thereby:

4. **Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date.

5. **Fees and Expenses.** Mortgagor shall pay any fees or expenses in connection with the preparation, execution and recording of this Amendment.

6. **Effectiveness of Prior Document.** Except as herein provided, all other terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage, and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

7. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

8. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

9. **Authorization.** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the corporate or partnership powers (as applicable) of the Mortgagor and have been duly authorized by all necessary corporate or partnership action.

10. **Receipt of Copy.** Mortgagor hereby acknowledges the receipt of a copy of this Amendment to Mortgage together with a copy of each promissory note secured hereby.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE, NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Dated as of: NOVEMBER 7, 2000

(Individual Mortgagor)



Printed Name: HARLEY J JOHNSON II
A/K/A HARLEY JOHNSON II, A/K/A HARLEY JOHNSON

Printed Name: _____

NOTE: If individuals are married, both spouses must sign.

N/A
Mortgagor Name (Organization)

a _____

By: _____

Name and Title: N/A

By: _____

Name and Title: N/A

FIRSTAR BANK, N.A.
Mortgagee (Bank)

By 
Name and Title: GENE R WRIGHT
VICE PRESIDENT

By _____

Name and Title: _____

(Complete if the Land includes the "homestead," within the meaning of Chapter 561 of the Iowa Code and is "agricultural land" as defined in Section 172C.1 of the Iowa Code, or dwellings, buildings, or other appurtenances located on the land):

I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS AMENDMENT TO MORTGAGE, I (WE) VOLUNTARILY GIVE UP MY (OUR) RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THE MORTGAGE OR AMENDMENT TO MORTGAGE.

Dated: 11/7/00 [Signature]
HARLEY J JOHNSON II, Mortgagor
(Type or Print Name)

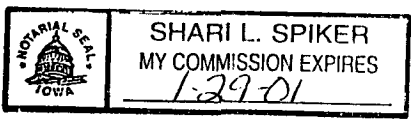
Dated: _____
_____, Mortgagor
(Type or Print Name)

MORTGAGOR NOTARIZATION

STATE OF IOWA }
COUNTY OF Lucas } ss.

This instrument was acknowledged before me on November 7, 2000, by HARLEY J JOHNSON II
(Name(s) of person(s))
A/K/A HARLEY JOHNSON II, A/K/A HARLEY JOHNSON, as a single individual
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual"
or "a single individual") of N/A
(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



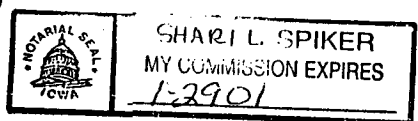
Shari L. Spiker
Printed Name: Shari L. Spiker
Notary Public, State of: IOWA
My commission expires: 1-29-01

MORTGAGEE (BANK) NOTARIZATION

STATE OF IOWA }
COUNTY OF Lucas } ss.

This instrument was acknowledged before me on November 7, 2000, by GENE R WRIGHT
(Name(s) of person(s))
, as VICE PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of FIRSTAR BANK, N.A.
(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



Shari L. Spiker
Printed Name: Shari L. Spiker
Notary Public, State of: IOWA
My commission expires: 1-29-01

**EXHIBIT A TO AMENDMENT TO MORTGAGE
(Legal Description)**

Mortgagor: **HARLEY J JOHNSON II**

Bank: **FIRSTAR BANK, N.A.**

Legal Description of Land:

The West 7.75 chains of the North 8.50 chains of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) and the North Half (1/2) of the Southeast Quarter (1/4) and the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-eight (28) except the right of way deeded to the Chicago, St. Paul and Kansas City Railway Company, and the North Half (1/2) of the Northeast Quarter (1/4) of Section Thirty-three (33), all in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, AND EXCEPT: Beginning at the Southwest corner of the Southeast Quarter (1/4) of Section Twenty-eight (28), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence on an assumed bearing of North 00°01'43" East along the West line of said Southeast Quarter (1/4) 392.48 ft; thence North 52°27'54" East 41.51 ft; thence South 01°25'22" East 403.81 feet; thence South 71°30'28" East 44.44 feet to the South line of said Southeast Quarter (1/4); thence North 90°00'00" West along said South line 85.28 feet to the point of beginning and containing 0.36 acres more or less including present highway and subject to encumbrances of record; also: Beginning at the Northwest corner of the Northeast Quarter (1/4) of Section Thirty-three (33), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence on an assumed bearing of South 00°55'17" West 1324.49 feet; thence North 90°00'00" East 33.00 feet; thence North 05°46'52" East 469.45 feet; thence North 00°37'48" East 250.82 feet; thence North 00°31'03" West 300.70 feet; thence North 13°31'07" East 185.54 feet; thence North 00°31'03" West 120.00 feet; thence North 71°30'29" West 16.91 feet to the North line of said Northeast Quarter (1/4) thence North 90°00'00" West 85.28 feet along said North line to the point of beginning and containing 2.09 acres more or less, including present highway.

AND

The Southeast Quarter (1/4) and the East Half (1/2) of the Southwest Quarter (1/4) of Section Thirty-four (34), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,