

#440005

REC \$ 35⁰⁰
ADD \$
R.M.F. \$ 1⁰⁰

CI - 2448921-1

FILED NO. 1094
BOOK 178 PAGE 783

WHEN RECORDED, MAIL TO:
SAFECO Credit Company, Inc.
Franchise Department
165 S. Union Blvd., #610
Lakewood, CO 80228

95 OCT 19 AM 9:44

COPIES
RECORDED
CORRECTED

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

ACCOUNT NO. MAND 6739

MODIFICATION TO MORTGAGE AND REAL ESTATE NOTE

This Modification is made this 30 day of August, 1995 by and among Advance Grocery Systems, Inc., a Nebraska corporation (hereinafter referred to as "Mortgagor") Joseph Mandolfo and Nancy Mandolfo, (hereinafter referred to as "Guarantors") and SAFECO Credit Company, Inc., a Washington corporation, (hereinafter referred to as "Mortgagee").

RECITALS:

- A. Mortgagor is the owner of certain real property as more fully described in Exhibit "B" attached hereto and by this reference made a part hereof.
- B. On July 20, 1990, Mortgagor executed and delivered to Mortgagee a Real Estate Note in the total principal sum of Two Million Six Thousand Nine Hundred Seventy Four Dollars and 01 Cents (\$2,006,974.01) (the "Note") secured by certain first lien Assignment of Mortgages dated September 20, 1990 and Assumption Assignment and Release Agreements dated October 26, 1994 (the "Mortgages") as listed on Exhibit "A" attached hereto and by this reference made a part hereof. The Note, Assignment of Mortgages and Assumption Assignment and Release Agreement are hereinafter referred to as the "Security Documents". Mortgagee is the owner and holder of the Note and the Security Documents. Guarantors unconditionally guaranteed payment of the Note.
- C. Mortgagor has requested certain modifications to the Security Documents, which Mortgagee has agreed to subject to certain conditions all of which are hereinafter set forth.

THEREFORE IT IS AGREED:

- 1. Effective September 1, 1995, the term of the Note shall be extended an additional 180 months (15 years) until August 1, 2010.
- 2. The interest rate charged on the Note shall remain equal to the Reference Rate announced from time to time by Bank of America plus 1.5 percent, adjusted to reflect each change in the Reference Rate on the first day of the month following the change, provided that the interest charged shall at no time be less than N/A per cent per annum or greater than N/A per cent per annum.

3. The current outstanding principal balance under the Note is \$1,027,634.58.
4. Mortgagor shall pay monthly installments of principal and interest each in the amount of Eleven Thousand Two Hundred One Dollars and No Cents (\$11,201.00) commencing on the 1st day of September, 1995 and continuing on the same day of each successive month thereafter until August 1, 2010 when all remaining principal and interest shall be paid.
5. This Modification is intended to be a renewal and extension of the Security Documents and amends, restates, ratifies and renews the obligations of Mortgagor thereunder. All agreements between the parties hereto remain in full force and effect; provided that the provisions of this Modification shall, to the extent the terms are inconsistent with such prior agreements, control over such conflicting provisions.
6. The Properties shall remain subject to the lien of the Deed of Trust and nothing contained herein or done pursuant hereto shall affect the lien of the Deed of Trust or its priority over other liens.
7. Mortgagor agrees to pay all reasonable expenses incurred by Mortgagee in connection with this Modification, including, without limitation, the recording charges for this Modification and the additional title insurance premium that may be required to assure Mortgagee that the priority of its interest in the Properties is not affected hereby.
8. Guarantors consent to this Modification and agree to remain fully bound under their respective Continuing Guaranty notwithstanding this Modification.
9. To the extent the terms of this Modification are inconsistent with those of the Security Documents, the terms of this Modification shall govern.

IN WITNESS WHEREOF the parties have executed this Modification as of the day and year first above written.

Mortgagor:

Advance Grocery Systems, Inc.
a Nebraska corporation

By: Joseph Mandolgo

Title: Pres.

Date: 30 ~~28~~ Aug 95

(jm)

Guarantors:

By: Joseph Mandolfo
Joseph Mandolfo

By: Nancy Mandolfo
Nancy Mandolfo

Mortgagee

SAFECO Credit Company, Inc., a
Washington corporation

By: Shirley J. Anderson

Title: Rev. Credit Monogies
Date: 8-1-95

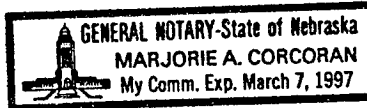
STATE OF Nebraska

COUNTY OF Cass

The foregoing instrument was acknowledged before me this 30th day of August, 1995 by Joseph Mandolfo, President of Advance Grocery Systems, Inc., a Nebraska corporation with offices at 212 Copper Corral Court, Plattsmouth, Nebraska.

Marjorie A. Corcoran

Notary Public
My Commission Expires:



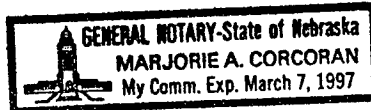
STATE OF Nebraska

COUNTY OF Cass

This instrument was acknowledged before me this 30th day of August, 1995 by Joseph Mandolfo, Individual.

Marjorie A. Corcoran

Notary Public
My Commission Expires:

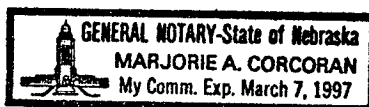


STATE OF Nebraska
COUNTY OF Cass

This instrument was acknowledged before me this 30th day of August, 1995 by Nancy Mandolfo, Individual.

Marjorie A. Corcoran
Notary Public

My Commission Expires:



STATE OF Colorado
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 15th day of September, 1995 by Glen Anderson, Division Credit Manager of SAFECO Credit Company, Inc., a Washington corporation with offices at 65 South Union Blvd., Suite 610, Lakewood, CO 80228.

W. F. Kirsh Kirsch
Notary Public

My Commission Expires: 2/9/96

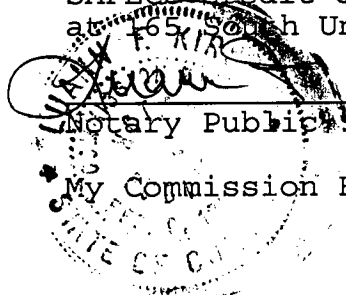


EXHIBIT "A"
MODIFICATION TO MORTGAGE AND REAL ESTATE NOTE

SAFECO Loan No.	Secured Property	County	Type of Document	Date Recorded	Recording Information
MAND 6739	Belle Plaine, IA Store No. 440002	Benton	Assignment of Mortgage	10/19/90	Book DA Page 287
			Assumption Assignment & Release Agreement	4/24/95	Book EH Page 395 Doc. #00004622
	Clintonville, IA Store No. 506015	Maupaca	Assignment of Mortgage	10/18/90	Vol. 694 Page 270 Doc. #477723
			Assumption Assignment & Release Agreement	4/19/95	Vol. 804 Page 255 Doc. #531292
	Missouri Valley, IA Store No. 440007	Harrison	Assignment of Mortgage	10/18/90	Book 543 Page 734
			Assumption Assignment & Release Agreement	4/27/95	Book 547 Page 2541
	Onawa, IA Store No. 440008	Monona	Assignment of Mortgage	10/18/90	Book 13 Page 145
			Assumption Assignment & Release Agreement	4/27/95	Book 19 Page 110 File No. 1630

Tama Toledo, IA
Store No. 440003

Tama

Assignment of Mortgage
Assumption Assignment
& Release Agreement

10/29/90 Book 461
Page 491

4/25/95 Book 518
Page 381
File No. 2607

Winterset, IA
Store No. 440005

Madison

Assignment of Mortgage
Assumption Assignment
& Release Agreement

10/19/90 Book 157
Page 522
Doc #866

4/24/95 Book 176
Page 272
Doc #2726



#440005

OK

EXHIBIT B

Lot Seven (7) of Helen McCall Huntoon Addition, Plat No. 1, to the City of Winterset, Madison County, Iowa

01/115725.1
Winterset, IA