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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

**MODIFICATION
OF
ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS**

Preparer Information: Cara Mahaney
First National Bank
5801 Sunnybrook Dr.
Sioux City, IA 51106
Ph. (712) 224-4000

Taxpayer Information: N/A

Return Document To: First National Bank
5801 Sunnybrook Dr.
Sioux City, IA 51106
Ph. (712) 224-4000

Grantors: David P. Rentz and Penni M. Rentz

Grantees: First National Bank

Legal Description: See Page 4

Document or instrument number of previously recorded documents:

Recorded on 6/14/06 at Book 2006, Page 2439

**MODIFICATION
OF
ASSIGNMENT OF LEASES AND RENTS**

This Modification of Assignment of Leases and Rents ("**Modification**") is made this 15th day of December, 2011 between DAVID P RENTZ AND PENNI M RENTZ (the "**Assignor**") and First National Bank ("**Lender**").

RECITALS:

A. The Assignor granted to the Lender an assignment of its interests in leases and rents pursuant to an Assignment of Leases and Rents dated June 9, 2006 (hereinafter referred to as the "**Assignment**").

B. The Assignment was recorded on June 14, 2006 in Book 2006, Page 2439 in the office of the Recorder of Madison County, Iowa, and covers real estate situated in Madison County, Iowa described as follows:

SEE ATTACHED EXHIBIT A

Property Address: 2671 CUMMING ROAD, VAN METER, IOWA 50261

C. The Assignor and the Lender have agreed to extend the maturity date of the Specific Debt identified therein to December 15, 2014.

D. The Assignor and the Lender desire that the Assignment be modified as herein provided, but that all terms not so modified remain unchanged and in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. Paragraph 2, Section A of the Assignment is hereby deleted and the following new Paragraph 2, Section A is substituted in lieu thereof:

A. **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 4270101922, dated June 9, 2006, from David P. Rentz and Penni M. Rentz (Borrower) to Lender, with a loan amount of \$200,000.00 and maturing on December 15, 2014.

2. Except as provided above, the Assignment and all provisions thereof shall remain unaffected and unchanged by this Modification and all terms, conditions and provisions of the Assignment not modified are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties have executed this instrument.

LENDER:

First National Bank

By Jack E. Guenther
JACK GUENTHNER

Its: First Senior Vice President

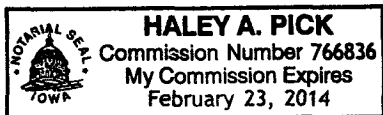
ASSIGNOR:

David P. Rentz
DAVID P. RENTZ
individually

Penni M. Rentz
PENNI M. RENTZ
individually

STATE OF IOWA)
) ss.
COUNTY OF Story)

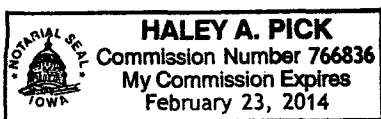
This instrument was acknowledged before me on the 14 day of December, 2011 by DAVID P. RENTZ, husband.



Haley A. Pick
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF Story)

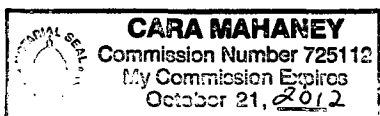
This instrument was acknowledged before me on the 14 day of December, 2011 by PENNI M. RENTZ, wife.



Haley A. Pick
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF Woodbury)

This instrument was acknowledged before me on the 15th day of December, 2011 by Jack Guenther as First Senior Vice President of First National Bank.



Cara Mahaney
Notary Public in and for the State of Iowa

EXHIBIT "A"

A part of the South Half (½) of the Northeast Quarter (¼) of Section Two (2), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying North and West of county highway G-4-R and described as follows: Commencing at the Southwest corner of the Southeast Quarter (¼) of the Northeast Quarter (¼) of said Section Two (2); thence South 89°06'16" West, 314.05 feet to a point on the centerline of county highway G-4-R; thence along the centerline of said highway northeasterly along a curve concave southeasterly whose radius is 1910.00 feet, whose arc length is 13.22 feet, and whose chord bears North 38°02'10" East, 13.22 feet to the point of beginning, thence North 51°45'55" West, 50.00 feet to a point on the Northwesternly right-of-way line of said county highway; thence North 90°00'00" West, 50.00 feet; thence North 0°00'00" East 516.08 feet; thence North 90°00'00" East; 401.99 feet; thence South 0°00'00" East, 110 feet; thence South 46°36'35" East, 65.24 feet to a point being on the centerline of said county highway; thence along the centerline of said highway South 43°23'25" West, 360.78 feet; thence continuing along the centerline of said highway southwesterly along a curve concave southeasterly, whose radius is 1,910.00 feet, whose arc length is 171.86 feet, and whose chord bears thence South 40°48'45" West, 171.80 feet to the point of beginning; and containing 3.8021 acres, more or less;

MCA