

BK: 2013 PG: 2022 Type 04 002 Pages 3
Recorded: 7/9/2013 at 3:45:28.0 PM
Fee Amount: \$17.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

INDX
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CHEK

FOR RECORDER'S USE ONLY

Prepared By: LATONYA HARRELL, LOAN DOCUMENTATION SPECIALIST II, Bankers Trust Company,
453 7th Street, Des Moines, IA 50304-0897, (515) 245-2863

ADDRESS TAX STATEMENT:

R & T Investments, L.L.C.; 3195 Cumming Road; Cumming, IA 50061

RECORDATION REQUESTED BY:

Bankers Trust Company, 453 7th Street, P.O. Box 897, Des Moines, IA 50304-0897

WHEN RECORDED MAIL TO:

Bankers Trust Company, 453 7th Street, P.O. Box 897, Des Moines, IA 50304-0897

MODIFICATION OF MORTGAGE

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 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated June 28, 2013, is made and executed between R & T Investments, L.L.C., whose address is 3195 Cumming Road, Cumming, IA 50061 (referred to below as "Grantor") and Bankers Trust Company, whose address is 453 7th Street, P.O. Box 897, Des Moines, IA 50304-0897 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 24, 2009 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

12-11-2009, Madison County Iowa Recorder, Book 2009 & Page 3729.

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

That part of Lot Four (4) of Wilson's Four Acre Lot in the City of Winterset, Madison County, Iowa described as commencing at the Southeast corner of said Lot Four (4) and running thence West 76 feet, thence North 178 feet, thence East 10 feet, thence North 44 feet, thence East 66 feet, thence South 222 feet to the point of beginning.

The Real Property or its address is commonly known as 509 West Summit Street, Wnterset, IA 50273.

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

PRINCIPAL INCREASE: THIS MORTGAGE NOW SECURES CREDIT IN THE AMOUNT OF \$82,000.00. 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.

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

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 49416-0101

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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.

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 AGREEMENT MAY BE LEGALLY ENFORCED. THE PARTIES MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 28, 2013.

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

GRANTOR:

R & T INVESTMENTS, L.L.C.

By: *Randall G. Archer*
Randall G. Archer, Manager of R & T Investments, L.L.C.

LENDER:

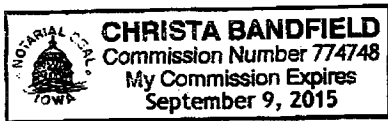
BANKERS TRUST COMPANY

X *Zachary Ray*
Zachary Ray, Asst. Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

This record was acknowledged before me on July 5th, 2013 by Randall G. Archer, Manager of R & T Investments, L.L.C..



Christa Bandfield
Notary Public in and for the State of Iowa
My commission expires Sept 9, 2015

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

This record was acknowledged before me on July 5th, 2013 by Zachary Ray as Asst. Vice President of Bankers Trust Company.



Christa Bandfield
Notary Public in and for the State of Iowa
My commission expires Sept 9, 2015