

Book 2016 Page 2335 Type 04 002 Pages 4 Date 8/11/2016 Time 11:34:14AM Rec Amt \$22.00 IND>

INDX ANNO L **SCAN**

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

| State of lowa | Space Above This Line For Recording Data |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Prepared By: JEFFREY C. CRISMAN | 1 |
| GNB BANK | |
| 629 BROAD STREET, | P.O. |
| BOX 128 STORY CIT | |
| Return To: JEFFREY C. CRISMAN | J |
| GNB BANK | |
| 629 BROAD STREET, | P.O. |
| BOX 128 STORY CIT | Y, IA 50248 |
| MODIFICATION | N OF OPEN-END MORTGAGE |
| DATE AND PARTIES. The date of th | is Real Estate Modification (Modification) is <u>07-20-2016</u> arties and their addresses are: |
| MORTGAGOR: PIZZA RANCH O COMPANY | F WINTERSET, L.L.C., A LIMITED LIABILITY |
| 15197 NE WHIT | E OAK DRIVE |
| CAMBRIDGE, IA | 50046 |
| their signatures and acknowledgmen | Addendum incorporated herein, for additional Mortgagors, its. The Addendum is located on |
| LENDER: GNB BANK | STING UNDER THE LAWS OF THE STATE OF IOWA |
| 629 BROAD STREET, | |
| STORY CITY, IA 502 | |
| BACKGROUND. Mortgagor and Leng | der entered into a Security Instrument dated <u>08-13-2014</u> |
| | 15-2014 . The Security Instrument was |
| recorded in the records of MADISO | N |
| County, Iowa at THE OFFICE OF T | HE RECORDER The property is located County at 1009 N JOHN WAYNE DR, |
| in MADISON | County at 1009 N JOHN WAYNE DR, |
| WINTERSET, IA 502/3 | |
| | e legal description of the property is not on page one of |
| this Security Instrument, it is located | on |
| LOT 5 OF REPLAT OF LOT 3, GO MADISION COUNTY, IOWA | OLD BUFFET SUBDIVISION, CITY OF WINTERSET, |

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.)

THIS MODIFICATION REMOVES THE FUTURE ADVANCE CLAUSE OF THIS MORTGAGE DATED 8-13-2014 AND RECORDED 8-15-2014, IN BOOK 2014, PAGE 2034.

| ☐ MAXIMUM OBLIGA | TION LIMIT. The to | otal principal ar | mount secured | by the Security |
|--------------------------|------------------------|-------------------|-----------------|--------------------|
| Instrument at any one t | ime will not exceed \$ | | | 🗆 which is a |
| \$ | | | | principal amount |
| secured. This limitation | | | | |
| validly made pursuant | | | | |
| advances made under t | he terms of the Secu | urity Instrument | to protect Lend | der's security and |
| to perform any of the co | venants contained in | the Security Inst | rument. | |

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.

this Modification. Mortgagor also acknowledges receipt of a copy of the Modification. MORTGAGOR: PIZZA RANCH OF WINTERSET, L.L.C. (Signature) (Date) (Signature) (Date) **LENDER: GNB BANK** JEFFREY C CRISMAN, MARKET PRESIDENT **ACKNOWLEDGEMENT:** _____, COUNTY OF _STORY____ STATE OF _IOWA__ On this 20TH day of JULY, 2016 Notary Public in the state of Iowa, personally appeared _____RUSSELL WEIS___, to me personally known, who being by me duly sworn or affirmed did say that person is MANAGER_____ of said entity, and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its _____MANAGER__ and the said __MANAGER__ acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed. My commission expires: 9-27-2016 ______ CHERYL L. COTTINGHAM CHERYL L. COTTINGHAM COMMISSION NUMBER 730695 CHERYL L. COTHNGHAM MY COMMISSION EXPIRES: COMMISSION NUMBER 730695 **SEPTEMBER 27, 2016** VIY COMMISSION EXPIRES:

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in

CEDTEMBED 27 2016

| ACKNOW | /LEDGMENT: | | | | | | |
|----------|----------------------------------------------------------------------------------|----------------|----------------------|-------------------|--------------------------------|--|--|
| | STATE OF <u>IOWA</u> | | COUNTY OF ST | ORY | }} ss. | | |
| (Lender) | On this 20TH | _day of JUL | Y, 2016 | | , before me, a | | |
| | Notary Public in the state of Iowa, personally appeared <u>JEFFREY C CRISMAN</u> | | | | | | |
| | | | | to me personall | y known, who | | |
| | being by me duly sworn | or affirmed d | id say that persor | ris <u>MARKET</u> | PRESIDENT | | |
| | | | ntity, (that seal af | | | | |
| | seal of said entity or | no seal has | been procured b | y said entity) | and that said | | |
| | instrument was signed authority of its MARKE | | | behalf of the | said entity by and the said | | |
| | MARKET PRESIDENT | | | | | | |
| | acknowledged the exec said entity by it volunta | rily executed. | | , | | | |
| | My commission expires | 09-27-2016 | Cheryla | & Cotting | ham | | |
| | (Seal) | | CHERYL L. CO | TTINGHAM | , | | |
| | | | | | | | |

Loan origination organization NMLS ID Loan originator NMLS ID

CHERYL L. COTTINGHAM COMMISSION NUMBER 730695 MY COMMISSION EXPIRES: SEPTEMBER 27, 2016