

BK: 2018 PG: 785
Recorded: 3/12/2018 at 4:00:51.0 PM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

_____ **State of Iowa** _____ **Space Above This Line For Recording Data** _____

Prepared By:

GEORGE MEINECKE, 801 MAIN, P.O. BOX 159
NORWALK, IA 50211
515-981-4234

Return To:

GEORGE MEINECKE, 801 MAIN, P.O. BOX 159,
NORWALK, IA. 50211
515-981-4234

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is FEBRUARY 23,
2018. The parties and their addresses are:

MORTGAGOR: CONNOR PARTNERSHIP, A GENERAL PARTNERSHIP, 3380 155TH ST., CUMMING, IA.
50061

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors,
their signatures and acknowledgments. The Addendum is located on _____.

LENDER: CITY STATE BANK, ORGANIZED AND EXISTING UNDER THE LAWS OF IOWA, 801 MAIN, P.O. BOX
159, NORWALK, IA 50211

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated OCTOBER 16,
2001 and recorded on OCTOBER 16, 2001. The Security Instrument was
recorded in the records of MADISON COUNTY RECORDER
County, Iowa at BOOK 2001, PAGE 4683. The property is located
in MADISON County at SEE EXHIBIT "A",

The property is described as: (If the legal description of the property is not on page one of
this Security Instrument, it is located on PAGE 5.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 278,606.83 . 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.

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.)*

LAND RE-FINANCE LOAN DATED 2-23-2018 FOR CONNOR PARTNERSHIP, A GENERAL PARTNERSHIP IN THE AMOUNT OF \$118,699,75.

THE MATURITY DATE OF THIS MORTGAGE WILL BE EXTENDED TO OCTOBER16, 2030.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ which is a \$ _____ increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

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.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

MORTGAGOR: CONNOR PARTNERSHIP

Patrick M Connor
(Signature) PATRICK M CONNOR, PARTNER

2-23-18
(Date)

(Signature)

(Date)

(Signature)

(Date)

LENDER: CITY STATE BANK

By

George Meinecke
GEORGE MEINECKE, EXECUTIVE VICE PRESIDENT

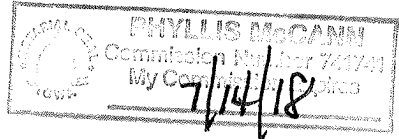
ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF WARREN } ss.
On this 23RD day of FEBRUARY, before me, a
Notary Public in the state of Iowa, personally appeared PATRICK M CONNOR, PARTNER

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My commission expires: 2/14/18
(Seal)

Phyllis McCann
(Notary Public)



741741

Exhibit "A"

The Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Two (2), AND The East Half (½) of the Northeast Quarter (¼) of Section Eleven (11), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

AND

The Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Twelve (12), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except Parcel "A", located in the Northwest Quarter (¼) of the Northwest Quarter (¼) of said Section Twelve (12), containing 8.537 acres, as shown in Plat of Survey filed in Book 3, Page 478 on August 23, 1999 in the Office of the Recorder of Madison County, Iowa,

AND

The Northwest Quarter (¼) of the Southeast Quarter (¼), and Southwest Quarter (¼) of the Northeast Quarter (¼), and Southeast Quarter (¼) of the Northwest Quarter (¼), and the Southwest Quarter (¼) of the Northwest Quarter (¼) of Section Twenty-six (26), and a parcel of land located in the Northeast Quarter (¼) of the Northwest Quarter (¼) of Section Twenty-six (26), described as follows: Beginning at the North Quarter (¼) Corner of Section Twenty-six (26), thence South 00°00'00" 1330.12 feet to the Southeast Corner of the Northeast Quarter (¼) of the Northwest Quarter (¼) of said Section Twenty-six (26), thence along the South line of said Northeast Quarter (¼) of the Northwest Quarter (¼), South 83°26'49" West 164.89 feet, thence North 00°00'00" 1329.00 feet to the North line of said Section Twenty-six (26), thence along said North line, North 83°03'24" East 165.02 feet to the Point of beginning, said parcel of land contains 5.000 acres, including 0.150 acres of county road right of way, and except a parcel of land located in the Southwest Quarter (¼) of the Northwest Quarter (¼) of Section Twenty-six (26), described as follows: Beginning at the Northwest Corner of the Southwest Quarter (¼) of the Northwest Quarter (¼) of Section Twenty-six (26), thence along the North line of said Southwest Quarter (¼) of the Northwest Quarter (¼), North 82°49'35" East 353.95 feet, thence South 00°00'00" 620.20 feet, thence South 82°49'35" West 353.95 feet to the West line of said Southwest Quarter (¼) of the Northwest Quarter (¼), thence along said West line, North 00°00'00" 620.20 feet to the Point of Beginning, said parcel of land contains 5.000 acres, all in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,