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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

✓ Prepared by & Return to: American Trust & Savings, Attn: Tanya Swygman, 9350 University Ave, Ste 138, West Des Moines, IA 50266-1648, (515) 224-1864.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AMENDMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THESE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AMENDMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") is made as of this 26th day of April, 2018, by and between Salow Jared Farms, L.L.C., an Iowa limited liability company ("Grantor") and American Trust & Savings Bank ("Lender").

RECITALS

WHEREAS, Grantor previously executed that certain Mortgage dated October 17, 2016, in favor of Lender with respect to certain real property described in the attached Exhibit A, attached hereto and incorporated herein by this reference, which was recorded in the records of Madison County, Iowa Recorder on October 18, 2016, in Book 2016, Page 3098, as Document 2016 3098, as may be amended from time to time ("Mortgage");

WHEREAS, prior to the date hereof, Lender made certain loans and other financial accommodations to Grantor, which loans and financial accommodations shall be secured by the Mortgage;

WHEREAS, Grantor receives a direct and substantial benefit from each of the loans and financial accommodations made from time to time by Lender to Grantor; and

WHEREAS, Grantor requested that Lender continue or extend certain loans, as the case may be, to Grantor, which Lender is willing to do subject to the execution hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Grantor and Lender as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Mortgage.

2. Amendment to Notice Paragraph. The first paragraph in the Mortgage beginning with "NOTICE" is hereby amended and restated in its entirety to read as follows:

NOTICE: This Mortgage secures credit in the amount of \$550,000.00. 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.

3. Acknowledgment, Continuance and Reaffirmation of Mortgage. Grantor hereby acknowledges and agrees that: (a) the Mortgage is a valid and enforceable lien upon the Property; (b) the Mortgage, and each of the terms and conditions set forth therein, as amended by this Amendment, remains in full force and effect; (c) the Mortgage secures the obligations and credit described in the Mortgage, as amended by this Amendment; (d) the Mortgage, as amended by this Amendment, shall be binding on any successors and assigns of the parties hereto; and (e) this Amendment represents the final agreement between the parties hereto as the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto and there are no unwritten oral agreements between the parties hereto.

4. Reaffirmation. Grantor hereby expressly reaffirms each of the representations, warranties and covenants set forth in each Mortgage, as amended by this Amendment.

5. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa applicable to agreements made and wholly performed within such state.

6. Incorporation of Recitals. The Recitals to this Amendment are true, correct, and incorporated herein by reference.

7. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

8. Headings. The descriptive headings in this Amendment are inserted for convenience of reference only and shall not affect the construction of this Amendment. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entity, person or persons may require.


9. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Receipt of Signed Copy of Amendment. Grantor acknowledges receipt of a fully executed and completed copy of this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment effective as of the day and year first written above.

GRANTOR:

SALOW JARED FARMS, L.L.C.

By: 
Glen E. Salow, Manager and President of
Salow Jared Farms, L.L.C.

COUNTY OF Polk
STATE OF IOWA

On this 15th day of ~~April~~ ^{May}, 2018, before me, the undersigned Notary Public in said State, personally appeared Glen E. Salow to me personally known, who being by me duly sworn, did say that he is the Manager of said limited liability company, and that the instrument was signed and sealed on behalf of the limited liability company by authority of the limited liability company and he acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company by it and by the Manager voluntarily executed.

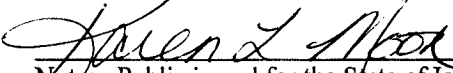

Notary Public in and for the State of Iowa



EXHIBIT A
Legal Description

The Southeast Quarter (1/4) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT the East 20 acres thereof, AND EXCEPT a tract of land located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Fifteen (15), more particularly described as follows, to-wit: Beginning 330 feet West and 887 feet North of the Southeast corner of said Section Fifteen (15) and running thence South 84°35' West, 590.3 feet, thence North 369 feet, thence North 85°35' East, 590.3 feet, thence South 369 feet to the point of beginning containing 5 acres; subject to a Boundary Line Agreement filed in Book 45, Page 456 on December 28, 1998, in the Office of the Recorder of Madison County, Iowa.