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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA



\_\_\_\_\_ State of Iowa \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Prepared By: SARAH WINEBRENNER  
UNION STATE BANK  
PO BOX 110, WINTERSET,  
IA 50273 1-515-462-2161

✓ Return To: UNION STATE BANK  
PO BOX 110  
611 W HWY 92  
WINTERSET, IA 50273

### MODIFICATION OF OPEN-END MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 07-27-2018  
\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** TBI ENTERPRISES, LLC, AN IOWA CORPORATION  
19228 365TH ST  
EARLHAM, IA 50072-8119

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

**LENDER:** UNION STATE BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA  
PO BOX 110  
201 WEST COURT AVENUE  
WINTERSET, IA 50273

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 01-04-2016  
\_\_\_\_\_ and recorded on 01-05-2016 \_\_\_\_\_. The Security Instrument was  
recorded in the records of MADISON  
County, Iowa at BOOK 2016 PAGE 21 \_\_\_\_\_. The property is located  
in MADISON \_\_\_\_\_ County at LOTS, EARLHAM, IA 50072 \_\_\_\_\_.

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 10 EXHIBIT A \_\_\_\_\_.)

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 101,250.00**  
**. 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.**

**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.)*

**PROMISSORY NOTE #4300030421 DATED 1/4/16 BETWEEN TBI ENTERPRISES, LLC AND UNION STATE BANK**

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 400,000.00  which is a \$ 298,750.00  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: TBI ENTERPRISES, LLC**

Isaac Tessmer 7-27-18  
(Signature) SAAC TESSMER, MANAGER-MEMBER (Date)

Jacob Tessmer 7-27-18  
(Signature) JACOB TESSMER, MANAGER-MEMBER (Date)

\_\_\_\_\_  
(Signature) (Date)

**LENDER: UNION STATE BANK**

By Jeffrey J. Gray  
JEFFREY J. GRAY, SR. VP

**ACKNOWLEDGMENT:**

(Individual) STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a  
Notary Public in the state of Iowa, personally appeared \_\_\_\_\_  
\_\_\_\_\_ 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.

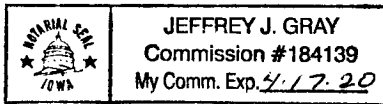
My commission expires:  
(Seal)

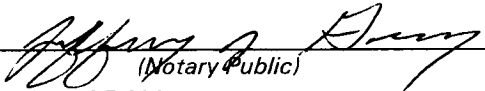
\_\_\_\_\_  
(Notary Public)

**(Business or Entity Acknowledgment)**

STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 27TH day of JULY, 2018 before me, a Notary Public in the state of  
Iowa, personally appeared ISAAC TESSMER; JACOB TESSMER

to me personally known, who being by me duly sworn or affirmed did say that that person is  
**MANAGER-MEMBER; MANAGER-MEMBER**  
of said entity, that (the seal affixed to said instrument is the seal of said entity or no seal has been  
procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said  
entity by authority of its board of directors/partners/members and the said  
**MANAGER-MEMBER; MANAGER-MEMBER**  
acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it  
voluntarily executed.  
My commission expires:



  
(Notary Public)  
JEFFREY J. GRAY

Loan origination organization  
NMLS ID  
Loan originator  
NMLS ID