19.00
1410

Doc ID: 024531560003 Type: GEN
Kind: MORTGAGE
Recorded: 03/08/2011 at 09:06:07 AM
Fee Amt: $19.00 Page 1 of 3
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2011-00066534
BK 13791 PG 477-479

This Modification and Extension of Deed of Trust prepared by:

Name: Snellgrove, Langley, Culpepper, Williams & Mullally
Address: P.O. Box 1346
Jonesboro, AR 72403

RETURN TO:

Return to: LIBERTY BANK OF ARKANSAS, PO Box 7514, Jonesboro, AR 72403

LIBERTY BANK OF ARKANSAS

THIS MODIFICATION AND EXTENSION OF DEED OF TRUST dated FEBRUARY 15, 2011, is made and executed between **HAND CUT STEAKS ACQUISITIONS, INC.,** whose address is 5 Shackleford Plaza, Suite 100, Little Rock, AR 72201, (referred to below collectively as "Grantor"), and **LIBERTY BANK OF ARKANSAS,** whose address is P.O. Box 7514, Jonesboro, AR 72403 (referred to below as "Lender").

DEED OF TRUST AND MODIFICATIONS. Lender and Grantor have entered into a Deed of Trust dated February 4, 2005, ("the Deed of Trust"), which has been recorded in Polk County, Iowa, in Book 10944 at Page 42-47.

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property located in Polk County, Iowa:

LOT 1, IN DON PABLO'S FINAL PLAT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IN POLK COUNTY, IOWA.

MODIFICATION: Lender and Grantor hereby modify the Deed of Trust as follows:

Payable in 11 payments of all accrued interest monthly beginning March 15, 2011, plus a final payment consisting of the full amount of principal, all accrued interest, charges and fees remaining due and payable on February 15, 2012.

CONTINUING VALIDITY: Except as expressly modified above, the terms of the original Deed of Trust 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 Deed of Trust 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 Deed of Trust. It is the Intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS.

GRANTOR: HAND CUT STEAKS ACQUISTIONS, INC.

By: _____
Robert C. Fain, Shareholder

By: _____ CEO
Patrick C. Boyd, CEO

LENDER: LIBERTY BANK OF ARKANSAS

By: _____
Executive Vice President

GRANTOR ACKNOWLEDGMENT

State of Arkansas)
) SS.
County of Pulaski)

On this 25 day of February, 2011, before me, the undersigned Notary Public, within and for the State and County aforesaid, personally appeared Robert C. Fain and Patrick C. Boyd, who acknowledged they were the Shareholder and CEO of the Grantor in the foregoing Modification and Extension of Deed of Trust, and that they had that executed the foregoing Modification and Extension Agreement in their representative capacity for the consideration and purposes therein contained by signing the name of the Grantor by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first above written.

SHARON BOYD NOTARY My Comm. Expires JUNE 1, 2016 #12348791 PUBLIC PULASKI COUNTY, ARK.

Sharon Boyd
Notary Public

My commission expires: 6/1/6-2016

LENDER ACKNOWLEDGMENT

State of Arkansas)
) SS.
County of Craighead)

On this 25 day of February, 2011, before me, the undersigned Notary Public, within and for the State and County aforesaid, personally appeared Deana Osment, and known to me to be the EVP, as authorized agent for the Lender that executed the foregoing Modification and Extension Agreement in her representative capacity for the consideration and purposes therein contained by signing the name of the Lender by herself as authorized signer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first above written.

Kim Finley
Notary Public

My commission expires: 12-10-16

OFFICIAL SEAL - NO. 12357651
KIM FINLEY
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 12-10-16