

File Number: E12-00258
BK: E0013 PG: E0024
Recorded: 5/18/2012 at 8:12:00.0 AM
Fee Amount: \$22.00
Real Estate Transfer Tax Paid:
Beverly Malloy, RECORDER
Poweshiek County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: Haleigh Taylor , Business Banking Service Specialist, American National Bank, 8990 W Dodge Road, Omaha, NE 68114, (402) 399-5000

ADDRESS TAX STATEMENT:

Di Verde Realty, A California Corporation, as to an undivided 50.000% Interest and Frank L. Di Verde and Paula J. Di Verde, Husband and Wife, as to an undivided 50.000% interest, a Community Property; 27363 N 129th Dr; Peoria, AZ 85383-3948

RECORDATION REQUESTED BY:

American National Bank, 90th & Dodge Branch, 8990 W Dodge Road, Omaha, NE 68114

WHEN RECORDED MAIL TO:

Loan Operations, 333 West Broadway, Council Bluffs, IA 51503

875160

MODIFICATION OF MORTGAGE



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The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated May 4, 2012, is made and executed between Diverde Realty, A California Corporation, whose address is 27363 N 129th Dr, Peoria, AZ 85383-3948 (referred to below as "Grantor") and American National Bank, whose address is 8990 W Dodge Road, Omaha, NE 68114 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 22, 2006 (the "Mortgage") which has been recorded in Poweshiek County County, State of Iowa, as follows:

Recorded January 2, 2007 at File Number 0003 Book 797 Page 229 in the Poweshiek County Recorder in Iowa.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Poweshiek County County, State of Iowa:

Lot 1 and 2, Lange Creek Crossing Plat 1, an Official Plat, City of Grinnell, Poweshiek County, Iowa, according to the Plat thereof appering of record in Subdivision Plat Book G, Page 74.

The Real Property or its address is commonly known as 715 Lange Creek Ave, Grinnell , IA 50112-8168.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The original Loan amount will increase from \$880,000 to \$1,195,199.77.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debt and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent,

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 875760

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liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.


FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to the commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Trustor, together with all interest thereon.

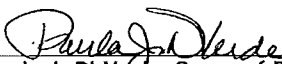
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 4, 2012.

GRANTOR:

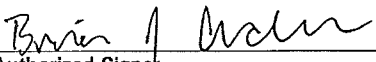
DI VERDE REALTY, A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED 50.000% INTEREST AND FRANK L. DI VERDE AND PAULA J. DI VERDE, HUSBAND AND WIFE, AS TO AN UNDIVIDED 50.000% INTEREST, A COMMUNITY PROPERTY

By: 
Frank L. Di Verde, Owner of Di Verde Realty, A California Corporation, as to an undivided 50.000% Interest and Frank L. Di Verde and Paula J. Di Verde, Husband and Wife, as to an undivided 50.000% interest, a Community Property

By: 
Paula J. Di Verde, Owner of Di Verde Realty, A California Corporation, as to an undivided 50.000% Interest and Frank L. Di Verde and Paula J. Di Verde, Husband and Wife, as to an undivided 50.000% interest, a Community Property

LENDER:

AMERICAN NATIONAL BANK

x 
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 875760

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CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) SS

See attached

COUNTY OF _____)

On this _____ day of _____, A.D., 20 _____, before me, the undersigned Notary Public in said County and State, personally appeared Frank L Di Verde, Owner of Di Verde Realty, A California Corporation, as to an undivided 50.000% Interest and Frank L. Di Verde and Paula J. Di Verde, Husband and Wife, as to an undivided 50.000% interest, a Community Property and Paula J. Di Verde, Owner of Di Verde Realty, A California Corporation, as to an undivided 50.000% Interest and Frank L. Di Verde and Paula J. Di Verde, Husband and Wife, as to an undivided 50.000% interest, a Community Property, to me personally known, who, being by me duly sworn did say they are authorized signers of said corporation, that no seal has been procured by said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of directors and that said Frank L Di Verde and Paula J. Di Verde acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in the State of _____

LENDER ACKNOWLEDGMENT

STATE OF Nebraska _____)

) SS

COUNTY OF Douglas _____)

On this 14th day of May, A.D., 20 12, before me, the undersigned Notary Public in said County and State, personally appeared Brian J. Andersen and known to me to be the Vice President, authorized agent for American National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American National Bank, duly authorized by American National Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of American National Bank.

By Haleigh Taylor
Notary Public in and for the State of NE

Residing at Omaha NE
My commission expires 3/18/15



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of San Diego }
On 5/8/2012 before me, Kelly H. Chapman, Notary,
Date Here Insert Name and Title of the Officer
personally appeared Frank L. Diverde and Paula J. Diverde
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelly H. Chapman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Modification of Mortgage

Document Date: N/A Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: