

**FOR RECORDER'S USE ONLY**

Prepared By: Sue Adel, Loan Administrative Assistant, First Westroads Bank, Inc., 15750 West Dodge Road, Omaha, NE 68118, (402) 330-7200

**RECORDATION REQUESTED BY:**  
First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118

\* **WHEN RECORDED MAIL TO:**  
First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118

**MODIFICATION OF MORTGAGE**

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 parcel identification number 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 September 19, 2013, is made and executed between BJS Enterprises, L.C.; an Limited Liability Company (referred to below as "Grantor") and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 21, 2004 (the "Mortgage") which has been recorded in Black Hawk County, State of Iowa, as follows:

**Recorded Black Hawk County Iowa Recorder, January 23, 2004, Book # 2004 22631.**

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

See exhibit "A"  
2501 Melrose Drive, Cedar Falls, IA 50613

The Real Property or its address is commonly known as 2501 Melrose Drive, Cedar Falls, IA 50613. The Real Property parcel identification number is 8913-18-355-009.

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

**Extend Maturity from January 21, 2014 until released in writing by First Westroads Bank..**

**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.

22.005m

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 8267

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 19, 2013.

GRANTOR:

BJS ENTERPRISES, L.C.

By: Betty Jane Shaw  
Betty Jane Shaw, Member of BJS Enterprises, L.C.

LENDER:

FIRST WESTROADS BANK, INC.

X [Signature]  
Authorized Signer

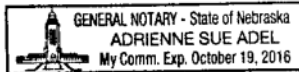
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

This record was acknowledged before me on September 19, 2013 by Betty Jane Shaw, Member of BJS Enterprises, L.C..

[Signature]  
Notary Public in and for the State of NE

My commission expires \_\_\_\_\_



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 8267

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

This record was acknowledged before me on September 19, 2013 by Joel C Jensen as SR J.P. of First Westroads Bank, Inc.

Adrienne Sue Adel  
Notary Public in and for the State of NE

My commission expires \_\_\_\_\_

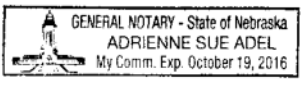


EXHIBIT "A"

*Legal Description*

THE FOLLOWING DESCRIBED REAL ESTATE IN BLACK HAWK COUNTY, IOWA:

LOT NO. FOUR (4) IN HOLIDAY PLAZA ADDITION, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THOSE PARTS DESCRIBED AS FOLLOWS:

THE NORTH SIXTY-ONE (61) FEET OF SAID LOT; THE SOUTH TWO HUNDRED (200) FEET OF SAID LOT; THE WEST SIXTY (60) FEET OF THE SOUTH ONE HUNDRED EIGHTY-FIVE (185) FEET OF THE NORTH TWO HUNDRED FORTY-SIX (246) FEET OF SAID LOT; AND ALL THAT PART OF THE WEST ONE HUNDRED FORTY (140) FEET OF SAID LOT LYING SOUTH OF THE SOUTH LINE OF THE NORTH TWO HUNDRED FORTY-SIX (246) FEET OF SAID LOT AND LYING NORTH OF THE NORTH LINE OF THE SOUTH TWO HUNDRED (200) FEET OF SAID LOT.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

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