

☐

EMMET CO RECORDER SUE SNYDER  
Fee Book 2011-00026  
01/05/2011 @09:09AM # Pages 4  
M MORTGAGES  
Total Fees: \$24.00

RETURN TO: AgStar Financial Services, 1700 Giant Dr, Blue Earth, MN 56013

This instrument was drafted by: Christi Curtis, (CP), AgStar Financial Services, 1700 Giant Dr., Blue Earth, MN 56013

*Legal Desc: Page 4* Above Space Reserved for Recording Information

**AMENDMENT TO SUPPLEMENT TO OPEN-END MORTGAGE  
(WITH FUTURE ADVANCE CLAUSE)  
FOR REVOLVING LINE OF CREDIT**

Loan No.7684232400

THIS AMENDMENT TO SUPPLEMENT TO OPEN-END MORTGAGE (this "Supplement") is made this 10<sup>th</sup> day of November, 2010, by and between Hawkeye Four Inc, an Iowa Corporation (hereinafter referred to as "Mortgagor" whether one or more) whose mailing address is PO Box 96, Emmetsburg, IA 50536-0096 and AgStar Financial Services, FLCA (hereinafter referred to as "Mortgagee"), an instrumentality of the United States whose address is 1921 Premier Dr., Mankato, Minnesota 56001.

This Amendment supplements and amends that certain mortgage granted by Mortgagor to Mortgagee by and through that certain Open-End Mortgage (with Future Advance Clause) (for Revolving Line of Credit) dated April 30, 2008 executed by Mortgagor in favor of Mortgagee and filed on May 2, 2008 in the records of the Office of County Recorder for Emmet County, Iowa, as Document No. 2008-00764 as previously supplemented and amended by and through that certain Supplement to Open-End Mortgage dated April 30, 2008 executed by Mortgagor in favor of Mortgagee and filed on May 19, 2008 in the records of the Office of County Recorder for Emmet County, Iowa, as Document No. 2008-00838 (the "Mortgage").

WITNESSETH, that Mortgagor and Mortgagee, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby mutually agree to amend the Mortgage identified herein, and relating to the real property in Emmet County, Iowa, described on Exhibit A attached hereto, together with all hereditaments and appurtenances belonging thereto (the "Property"), with said amendment to be as follows:

1. **DEFINITIONS.** All terms and terminologies defined in the Mortgage that are used in this Amendment shall have the same meaning as set forth in the Mortgage except those terms redefined herein pursuant to the terms and conditions of this Amendment.
2. **FIXED RATE SEGMENT MATURITY DATE.** The Fixed Rate Segment Maturity Date for or applicable to the Fixed Rate Segment, as modified by this Amendment, shall be December 1, 2015.
  - a. Fixed Rate Segment Amended Effective Date: November 10, 2010
  - b. Fixed Rate Segment Amended Amount: \$1,435,868.00

3. **EFFECT ON MORTGAGE; PRIORITY OF LIEN.** Except as expressly supplemented or amended by this Amendment, all of the terms of the Mortgage shall be unaffected by this Amendment and shall remain in full force and effect. Nothing contained in this Amendment is intended to impair or diminish the priority or validity of the lien of the Mortgage. Nothing contained in this Amendment shall be deemed to constitute a waiver of any rights of Mortgagee or to affect, modify, or impair any of the rights of Mortgagee as provided in the Mortgage.

4. **RIGHTS GRANTED TO MORTGAGEE.** All rights granted to Mortgagee under or in conjunction with this Amendment shall be in addition to any rights granted to Mortgagee under all loans, advances, indebtednesses, and promissory notes secured by the Mortgage, as supplemented or amended, and/or any other loan document delivered in connection therewith, including without limitation, the Note, the Evidence of Debt, and all other loan documents, collateral documents, or security documents.

5. **BINDING EFFECT.** The terms of this Amendment shall run with the Property and bind the parties hereto and their successors in interest and assigns. Mortgagor warrants and agrees that the Mortgage is fully enforceable by Mortgagee, and shall remain in full force and effect, and this Amendment does not constitute a novation or waiver or release of any rights or claims of Mortgagee.

6. **COUNTERPARTS.** It is understood and agreed that this Amendment may be executed in several counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart of this Amendment.

7. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and assigns of Mortgagee and Mortgagor.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly executed this Amendment as of the day and year first-above written:

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE 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 AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**MORTGAGOR:**

Hawkeye Four Inc, an Iowa Corporation

  
By: Pat Joyce, Secretary

STATE OF Iowa )  
 ) ss (Corporation)  
COUNTY OF Palo Alto )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November, 2010, by Pat Joyce, Secretary of Hawkeye Four Inc, a/an Iowa corporation, on behalf of the corporation.



Gregory J. Eglard  
Name: Gregory J. Eglard  
Notary Public, State of Iowa  
Commissioned in Palo Alto County

My commission expires 4/30/2011.

**MORTGAGEE:**

AGSTAR FINANCIAL SERVICES, FLCA

Christi Curtis  
By: Christi Curtis, Closing Team Leader

STATE OF MN )  
 ) ss  
COUNTY OF Faribault )

On the 24<sup>th</sup> day of November, 2010, before me, personally appeared Christi Curtis to me personally known, who, being by me duly sworn, did say that he (or she) is the Closing Team Leader of AgStar Financial Services, FLCA, the Mortgagee named in the foregoing instrument, and that said instrument was signed in behalf of said Mortgagee by authority of its governing board, and he (or she) acknowledged said instrument to be the free act and deed of said Mortgagee.



Shirley K Rankin  
Name: Shirley K Rankin  
Notary Public, State of Minnesota  
Commissioned in Fariborn County

My commission expires 1-31-2014.

Exhibit A  
Attached to Amendment to Supplement to Open-End Mortgage  
Dated November 10, 2010

That part of the SW 1/4 NW 1/4, Sec 12, Twp 99N, R32W, Emmet County, Iowa, described as follows: Commencing at the NW corner of said Sec 12; thence on an assumed bearing of South 0 degrees 00 minutes West, along the West line of said Section, a distance of 1383.00 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence north 90 degrees 00 minutes East, a distance of 770.00 feet to an iron monument; thence South 0 degrees 00 minutes West, a distance of 830.00 feet to an iron monument ; thence South 90 degrees 00 minutes West, a distance of 770.00 feet to an iron monument located on the West line of said Section; thence North 0 degrees 00 minutes east, along said West line, a distance of 830.00 feet to the point of beginning.

Subject to existing highways, easements and rights of way of record.