

**Number: E18-1158**  
**BK: E18- PG: 1158**  
**Recorded: 6/22/2018 at 2:45:00.0 PM**  
**Fee Amount: \$52.00**  
**Revenue Tax:**  
**LEXA S. SPEIDEL RECORDER**  
**Benton County, Iowa**

Space above this line for Recorder's Use

THIS INSTRUMENT PREPARED BY: Kara M. Sinnard, Whitfield & Eddy, P.L.C., 699 Walnut Street, Suite 2000, Des Moines, IA 50309; (515) 288-6041

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO: Metropolitan Life Insurance Company, 10801 Mastin Blvd., Ste 930, Overland Park, KS 66210-2101, Attn: Loan Manager, Central Region

TAXPAYER NAME AND ADDRESS: No Change

LEGAL DESCRIPTION OF LAND: See EXHIBITS A and B attached, pp. 8-10

### **MORTGAGE MODIFICATION AGREEMENT**

This Mortgage Modification Agreement (the "**Agreement**") is made and entered into this 18<sup>th</sup> day of May, 2018, by and between RICK KENT NOLAN a/k/a RICK K. NOLAN a/k/a RICK NOLAN ("**R. Nolan**") and CINDY ANNE NOLAN a/k/a CINDY A. NOLAN a/k/a CINDY NOLAN ("**C. Nolan**"), a married couple, husband and wife (R. Nolan and C. Nolan are herein individually and collectively, "**Mortgagor**"), to and in favor of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (the "**Lender**") with respect to the following:

WHEREAS, pursuant to a loan from Lender to Mortgagor (the "**Loan**"), Mortgagor heretofore executed a Promissory Note dated October 20, 2016, in the original principal amount of \$6,375,000.00 (the "**Note**") and for good and valuable consideration executed a Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing of even date therewith in favor of Lender (the "**Mortgage**") to secure payment of said Note, which Mortgage was recorded on October 20, 2016, in the Benton County, Iowa Recorder's Office in Book 16, Page 2614. Additional provisions of the Loan from Lender to Mortgagor are set forth in other documents which evidence or secure the Loan (collectively, the "**Loan Documents**"). Capitalized terms used herein but not otherwise defined shall have the meanings attributed to them in the Mortgage.

WHEREAS, Mortgagor has requested that Lender release a portion of the real property from the Mortgage (the "**Requested Partial Release**").

WHEREAS, Lender has agreed to the Requested Partial Release provided Mortgagor first add additional real property collateral to the Mortgage as a means of collateral substitution; and upon execution and filing of this Agreement Lender will execute and deliver the Requested Partial Release, in form and substance satisfactory to Lender.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

ORTE 743408E1

1. The Mortgage covering real property situated in the county of Benton, state of Iowa, and more particularly described in Exhibit A attached hereto and incorporated herein (the "**Original Secured Property**"), is hereby amended to reflect that the legal description shall now also include the real property described in Exhibit B attached hereto and incorporated herein (the "**Additional Secured Property**").

2. Mortgagor further agrees this Agreement shall be effective as of the date hereof, however, the Additional Secured Property shall be considered a part of the Original Secured Property which secures the Note on the terms, conditions and covenants set forth in the Mortgage as if such Additional Secured Property were originally secured by the Mortgage and the Mortgagor does hereby grant, bargain, sell, convey, transfer, pledge, hypothecate and confirm unto the Lender the Additional Secured Property, and does hereby agree to spread the lien of the Mortgage over the Additional Secured Property.

3. Mortgagor represents and warrants that all representations warranties and undertakings contained in the Note, Mortgage and related Loan Documents remain true and correct as of the date hereof. Mortgagor acknowledges there is no event of default under the Note, the Mortgage or the related Loan Documents, the obligations and undertakings of Mortgagor are valid and enforceable according to their terms and Mortgagor has no claims, defenses or offsets to their obligations and undertakings in the Note, the Mortgage or the related Loan Documents. Additionally, Mortgagor authorizes Lender to file such financing statements and amendments and continuations thereto as Lender deems necessary to perfect its security interest or to prevent its security interest from becoming unsecured or lapsing.

4. Except as specifically modified herein, the Note and Mortgage shall remain in full force and effect and are ratified herein.

5. All references to the above defined Mortgage in the Loan Documents shall mean the Mortgage as amended by this Agreement.

*The remainder of this page has been intentionally left blank.*

[SIGNATURE PAGE TO AGREEMENT]

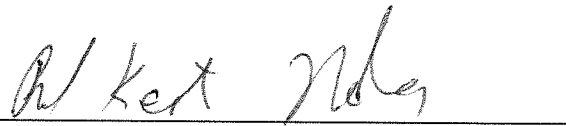
MORTGAGOR BY EXECUTION AND DELIVERY OF THIS AGREEMENT TO LENDER, AND LENDER, BY ACCEPTANCE HEREOF, TO THE EXTENT PERMITTED BY APPLICABLE LAW (1) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (A) THIS AGREEMENT; OR (B) ANY OTHER LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND (2) WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY AND ARE A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THE NOTE AND OTHER LOAN DOCUMENTS.

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 MORTGAGE MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT SIGNED BY THE PARTY AGAINST WHOM IT IS TO BE ENFORCED.

Mortgagor is executing this Agreement effective as of the day and year first written above.

**MORTGAGOR**

Address for notices:  
7073 21st Avenue  
Van Horne, Iowa 52346

  
\_\_\_\_\_  
RICK KENT NOLAN

Address for notices:  
7073 21st Avenue  
Van Horne, Iowa 52346

  
\_\_\_\_\_  
CINDY ANNE NOLAN

[ACKNOWLEDGEMENTS OF AGREEMENT ON FOLLOWING PAGE]

[ACKNOWLEDGEMENTS OF AGREEMENT]

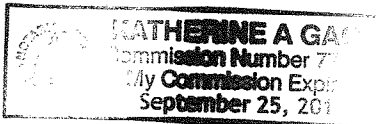
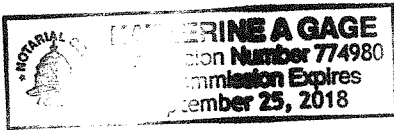
STATE OF IOWA )  
COUNTY OF Benton ) SS

This instrument was acknowledged before me on June 1, 2018 by RICK KENT NOLAN and CINDY ANNE NOLAN, husband and wife.

Katherine A. Gage  
Signature of person taking Acknowledgment

[SEAL]

Title or Rank



WAIVER OF HOMESTEAD RIGHTS

I/WE UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS AGREEMENT, I/WE VOLUNTARILY GIVE UP OUR RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS AGREEMENT.

8-7-18  
Dated

Rick Kent Nolan  
RICK KENT NOLAN

8-7-18  
Dated

Cindy Anne Nolan  
CINDY ANNE NOLAN

[ACKNOWLEDGEMENTS OF WAIVER OF HOMESTEAD RIGHTS ON FOLLOWING PAGE]

[ACKNOWLEDGEMENTS OF WAIVER OF HOMESTEAD RIGHTS]

STATE OF IOWA )  
COUNTY OF Benton ) SS

This instrument was acknowledged before me on May 7, 2018 by RICK KENT NOLAN and CINDY ANNE NOLAN, husband and wife.

Katherine A. Gage  
Signature of person taking Acknowledgment

[SEAL]

\_\_\_\_\_  
Title or Rank

*Signatures continued on next page.*



**LENDER**

**METROPOLITAN LIFE INSURANCE COMPANY**, a  
New York corporation

By: MetLife Investment Advisors, LLC,  
its investment manager

By: Joseph Herrmann  
Name: Joseph Herrmann  
Its: Director

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON     )

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Joseph Herrmann with whom I am personally acquainted, and who, acknowledged himself to be a Director of MetLife Investment Advisors, LLC, a Delaware limited liability company, the investment manager of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, and that he, on behalf of such limited liability company as investment manager of such corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of MetLife Investment Advisors, LLC, the investment manager of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, by himself as Director of such limited liability company as his free act and deed and the free act and deed of said limited liability company as investment manager of such corporation.

Witness my hand and seal this 18<sup>th</sup> day of May, 2018.

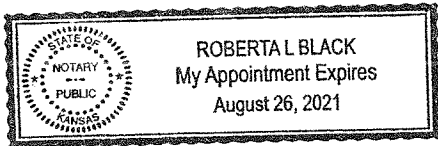
Roberta L Black

Name: Roberta L Black

Notary Public

My Commission Expires: 08/26/2021

[Seal]



**EXHIBIT A**

ORIGINAL SECURED PROPERTY

TRACT 1:

North One-Half of the Northwest Quarter, EXCEPT Parcel A, Section 15, Township 82 North, Range 11 West of the 5th P.M., Benton County, Iowa.

Parcel 1:

The South Half of Section 15, Township 82 North, Range 11 West of the 5th P.M., Benton County, Iowa, South of the Railroad, EXCEPT Parcel A in the South Half of the Southeast Quarter of said Section 15, Township 82 North, Range 11 West of the 5th P.M., per Survey recorded in Book 9, Page 210, AND EXCEPT all that part of the Parcel B lying in the East Half of the Southeast Quarter of said Section 15, Township 82 North, Range 11 West of the 5th P.M., per Survey recorded in Book 9, Page 261.

Parcel 2:

The South Half of the Northwest Quarter and all that part of the North Half of the Southwest Quarter of Section 15, Township 82 North, Range 11 West of the 5th P.M., lying North of the Right-of-Way of the Chicago & Northwestern Railway Company, EXCEPT Parcels C, D, E, and F in the Southwest Quarter of the Northwest Quarter and in the Northwest Quarter of the Southwest Quarter in Section 15, Township 82 North, Range 11 West of the 5th P.M., per survey in Book 07, Page 4402.

TRACT 2:

Parcel A in the Southwest Quarter of the Northeast Quarter and the West One-Half of the Southeast Quarter of Section 26, Township 83 North, Range 11 West of the 5th P.M., per Survey recorded in Book 16, Page 1150 of the Benton County Recorder, together with an easement for ingress and egress as contained in Easement Agreement filed June 17, 2016 in Book E16 Page 941.

AND

The East One-Half of the Southeast Quarter of Section 26, Township 83 North, Range 11 West of the 5th P.M., Benton County, Iowa.

TRACT 3:

The West Half of Section 27, Township 83 North, Range 10 West of the 5th P.M., EXCEPT Parcel A in the West One-Half of the Northwest Quarter in Section 27, Township 83 North, Range 10 West of the 5th P.M., per Survey recorded in Book 8, Page 410, and EXCEPT Parcel B in the West One-Half of the Northwest Quarter in Section 27, Township 83 North, Range 10 West of the 5th P.M., per Survey recorded in Book 12, Page 380, and EXCEPT that land sold to the State of Iowa per Warranty Deed recorded in Book 272, Page 69.

TRACT 4:

The Southeast Quarter of Section 16, Township 84 North, Range 11 West of the 5th P.M., Benton County, Iowa.

TRACT 5:

The Southeast Quarter and the East 81 acres of the Southwest Quarter of Section 9, Township 84 North, Range 11 West of the 5th P.M., Benton County, Iowa.



TRACT 6:

The Northeast Quarter in Section 18, Township 84 North, Range 12 West of the 5th P.M., Benton County, Iowa, EXCEPT Parcel A in the Northwest Quarter of the Northeast Quarter of Section 18, Township 84 North, Range 12 West of the 5th P.M., per Survey recorded in Book 08, Page 3030.

**EXHIBIT B**

ADDITIONAL SECURED PROPERTY

TRACT 7:

The Southwest Quarter (SW1/4) of Section Twenty-one (21), Township Eighty-three (83) North, Range Eleven (11), West of the 5th P.M., Benton County, Iowa.