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BRENDA ESAIAS, RECORDER
PAGE COUNTY, IOWA

____ State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By: J. Scott Sunderman

Bank Iowa
101 North 15th Street;
P.O. Box 119, Clarinda, IA 51632 (712) 542-2121

Return To: Bank Iowa
101 North 15th Street;
P.O. Box 119
Clarinda, IA 51632

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 01-12-2016
_____. The parties and their addresses are:

MORTGAGOR: Nordland Land, L.L.C., an Iowa Limited Liability Company
310 W Boundary
Clarinda, IA 51632

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on _____.

LENDER: Bank Iowa
Organized and existing under the laws of the state of Iowa
101 North 15th Street; P.O. Box 119
Clarinda, IA 51632

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 12-14-2007
_____ and recorded on 12-17-2007 _____. The Security Instrument was
recorded in the records of Page _____
County, Iowa at Document 20072940 _____. The property is located
in Page _____ County at 310 W Boundary Street,
Clarinda, IA 51632 _____.

The property is described as: (If the legal description of the property is not on page one of
this Security Instrument, it is located on Schedule A _____.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 510,000.00
LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

Promissory Note dated 1/12/16 to Nordland Land, LLC in the amount of \$404,530.33 with a variable interest rate and a maturity date of 1/12/26

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ ☐ which is a \$ _____ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

NOTICE TO CONSUMER

(For purposes of this Notice, "You" means Mortgagor)

1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

MORTGAGOR: Nordland Land, L.L.C.

Andrew Nels Nordland, L

1-12-16

(Signature) Andrew Nels Nordland

(Date)

Trustee of the Andrew Nels Nordland Declaration of Trust
dated July 10, 2000; Managing Member

(Signature)

(Date)

(Signature)

(Date)

LENDER: Bank Iowa

By J. Scott Sunderman
J. Scott Sunderman, Vice President

ACKNOWLEDGMENT:

STATE OF Iowa COUNTY OF Page } ss.
(Individual) On this 12th day of January 2016, before me, a
Notary Public in the state of Iowa, personally appeared Andrew Nels
Nordland, Trustee of the Andrew Nels Nordland ** to me
known to be the person(s) named in and who executed the foregoing instrument,
and acknowledged that he/she/they executed the same as his/her/their voluntary
act and deed.

My commission expires: 8-28-16
(Seal)

Becky Shum
(Notary Public)

Becky Shum



**** Declaration of Trust dated July 10, 2000; Managing
Member of Nordland Land, L.L.C.**

ACKNOWLEDGMENT:

(Lender) STATE OF Iowa _____, COUNTY OF Page _____ } ss.
On this 12th _____ day of January, 2016 _____, before me, a
Notary Public in the state of Iowa, personally appeared J. Scott Sunderman
_____, to me personally known, who
being by me duly sworn or affirmed did say that person is Vice President
_____ of said entity, ~~(that seal affixed to said instrument is the~~
~~seal of said entity or~~ no seal has been procured by said entity) and that said
instrument was signed ~~and sealed, if applicable,~~ on behalf of the said entity by
authority of its Board of Directors _____ and the said
Vice President, J. Scott Sunderman
acknowledged the execution of said instrument to be the voluntary act and deed of
said entity by it voluntarily executed.

My commission expires:
(Seal)



Becky Shum
(Notary Public)
Becky Shum

Loan origination organization
NMLS ID
Loan originator
NMLS ID

Schedule A

Parcel B of Southwest Quarter of Southwest Quarter of Section 31, Township 69 North, Range 36 West of 5th P.M., and Parcel B of West Half of Fractional Section 1, Township 68 North, Range 37 West of 5th P.M., (part being in Green Acres Addition), in City of CLARINDA, Page County, Iowa, described as follows:

Commencing at the North Quarter Corner of Section 1, Township 68 North, Range 37 West, Page County, Iowa, thence along Section line South 89 degrees 13 minutes 09 seconds West 33.00 feet to the western right-of-way of Sixteenth Street; thence along right-of-way Due South 137.04 feet to the northwesterly right-of-way of the abandoned railroad; thence along said right-of-way South 53 degrees 18 minutes 02 seconds West 260.71 feet to the Point of Beginning; thence continuing along right-of-way South 53 degrees 18 minutes 02 seconds West 152.04 feet to the Northeast Corner of Tract III as recorded in Book 547, Page 269, Page County Recorder's Office; thence South 00 degrees 41 minutes 29 seconds East 122.63 feet to the southeasterly right-of-way of said railroad; thence along said right-of-way South 58 degrees 10 minutes 43 seconds West 332.58 feet by chord distance and bearing along the 2914.81 feet radius curve to the right; thence South 89 degrees 12 minutes 01 seconds West 222.99 feet to an IDOT right-of-way rail; thence along the eastern line of Outlot One of Berry's Addition North 01 degrees 27 minutes 17 seconds West 583.78 feet to the Southwest Corner of Lot 7 of Green Acres Addition to the City of Clarinda; thence North 01 degrees 39 minutes 28 seconds West 140.00 feet to the Northwest Corner of said Lot 7; thence North 88 degrees 54 minutes 46 seconds East 108.38 feet to the intersection of the centerline of an existing ditch; thence along said centerline the following courses and distances: South 36 degrees 04 minutes 30 seconds East 209.34 feet; thence South 50 degrees 04 minutes 10 seconds East 143.80 feet; thence South 69 degrees 17 minutes 20 seconds East 130.97 feet; thence South 82 degrees 46 minutes 11 seconds East 92.57 feet; thence South 80 degrees 53 minutes 36 seconds East 89.53 feet to the point of beginning;

AN