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PATRICK F GILL, AUDITOR AND RECORDER  
WOODBURY COUNTY IOWA

**AMENDMENT OF MORTGAGE, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND  
FIXTURE FINANCING STATEMENT**  
Recorder's Cover Sheet

**Preparer Information:** (name, address and phone number)  
Stinson Leonard Street LLP, 150 S. Fifth Street, Suite 2300, Minneapolis, MN 55402  
Phone: 612-335-1500

**Taxpayer Information:** (name and complete address)  
GRT Properties, LLC  
2601 American Boulevard East  
Minneapolis, MN 55425

**Return Document To:** (name and complete address)  
Getty Abstract & Title Company  
5800 S Remington PL, Ste #120  
Sioux Falls, SD 57108  
Attn: Michael Wilds

**Grantors:**  
GRT Properties, LLC

**Grantees:**  
Home Federal Bank, a South Dakota state bank  
3601 Minnesota Drive, Suite 170  
Bloomington, MN 55435

**Legal Description:** See Exhibit A

**Document or instrument number of previously recorded documents:** See Exhibit A

**AMENDMENT OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY  
AGREEMENT AND FIXTURE FINANCING STATEMENT**

THIS AMENDMENT OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Amendment") is made as of September 1, 2015, by and between GRT PROPERTIES, LLC, a Minnesota limited liability company, having its principal place of business at 2601 American Boulevard East, Minneapolis, MN 55425, as mortgagor ("Borrower") and HOME FEDERAL BANK, a South Dakota state bank, having an address at 3601 Minnesota Drive, Suite 170, Bloomington, MN 55435, as mortgagee ("Lender").

RECITALS

A. Borrower and Lender are parties to that certain Loan Agreement dated August 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for a credit facility from the Lender to the Borrower (the "Loan"), which is evidenced by that certain \$3,416,000 Promissory Note, dated August 12, 2011, payable to the Lender in the amount of the Loan (as amended, restated, supplemented or otherwise modified from time to time, the "Note").

B. The Loan is secured, in part, by the Mortgage encumbering the Borrower's interest in certain real property legally described on Exhibit A, and the improvements, fixtures, equipment and personal property located thereon as more particularly described in the Mortgage (collectively, the "Mortgaged Property").

C. Borrower and Lender have agreed to revise the Loan pursuant to the terms of the Amended and Restated Promissory Note (together with any amendments, modifications, extensions, renewals and replacements thereof, the "Amended and Restated Note"), dated as of the date hereof, in the amount of \$2,974,618.63.

D. Borrower and Lender wish to amend the Mortgage to reflect the Amended and Restated Note and the other terms set forth herein.

NOW THEREFORE, in consideration of the premises and their mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Mortgage. The Mortgage is amended as follows:
  - (a) Maturity Date. Any reference to the "Maturity Date" as contained in the Mortgage shall hereafter refer to September 1, 2025.
  - (b) Note References. Any reference to the "Note" as contained in the Mortgage shall hereafter refer to the Original Note as amended and restated by the Amended and Restated Note.
2. Borrower's Warranties. The Borrower warrants that (a) each representation, warranty and covenant made by it in the Mortgage is true and correct on the date hereof with the

same effect as if made on such date, and (b) as of the date hereof it is not in default under the Mortgage, nor has any event occurred which with notice or lapse of time or both would result in such a default.

3. Waiver. Notwithstanding any provision of this Amendment to the contrary, no provision of this Amendment is intended, or shall be construed, to be a waiver by the Lender of any rights or remedies that the Lender may have due to the occurrence of any default under the Mortgage or any other Loan Document (as defined in the Loan Agreement) that may have occurred heretofore or which may occur hereafter.

4. Borrower's Representations. The Borrower hereby represents and warrants that (a) as of the date hereof, the Borrower has no defenses or rights of setoff against the enforcement by the Lender of the Borrower's obligations under the Mortgage, (b) no events have occurred which, with the giving of notice or passage of time, or both, would entitle the Borrower to any such defenses or rights of setoff, and (c) the parties executing this Amendment on behalf of the Borrower are duly authorized and empowered to do so.

5. Release. In consideration of the covenants of this Amendment, Borrower does hereby release and discharge Lender, and each of its predecessors, successors and assigns, and each and all of its or their directors, officers, employees, attorneys, accountants, consultants, and other agents, of and from any and all claims, causes of action, obligations, costs, damages, judgments, and liabilities, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, which it may have had or now has, in connection with the Original Loan to and including the date of this Amendment. This release shall be binding upon the Borrower and all of its subsidiary and affiliated entities and all trustees and receivers. Borrower acknowledges that it has entered into the foregoing release freely and voluntarily upon its own information and investigation and after consultation with legal counsel of its own choosing. The foregoing release shall operate as a full and complete release between and among the parties notwithstanding the discovery of any different or additional facts.

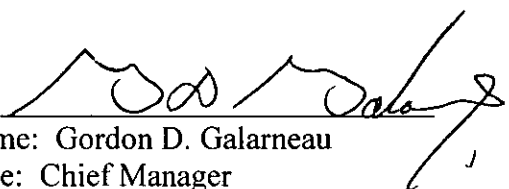
6. Continuing Effect. Except as amended hereby, the Mortgage shall be and remain in full force and effect and is hereby ratified and reaffirmed by the Borrower.

(Signature pages follow.)

IN WITNESS WHEREOF, This Amendment has been executed as of the day and year first above written.

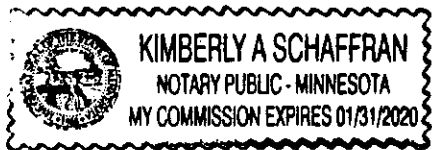
**BORROWER:**

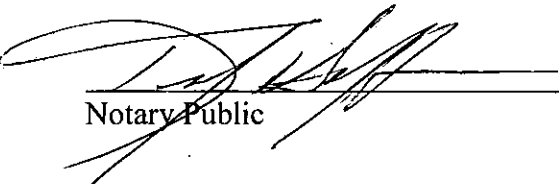
GRT PROPERTIES, LLC,  
a Minnesota limited liability company

By:   
Name: Gordon D. Galarneau  
Title: Chief Manager

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 17 day of September, 2015 by Gordon D. Galarneau, the Chief Manager of GRT Properties, LLC, on behalf of the limited liability company.

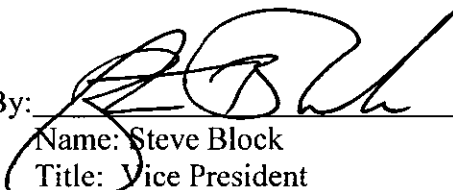


  
Notary Public

IN WITNESS WHEREOF, This Amendment has been executed as of the day and year first above written.

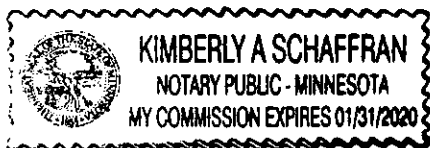
**LENDER:**

HOME FEDERAL BANK,  
a South Dakota state bank

By:   
Name: Steve Block  
Title: Vice President

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 17 day of September, 2015, by Steve Block, the Vice President of Home Federal Bank, a South Dakota state bank, on behalf of the bank.



  
Notary Public

**EXHIBIT A**

**DESCRIPTION OF LAND**

ALL THAT PART OF THE SOUTH THREE-FOURTHS (S 3/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FORTY-EIGHT (48) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SIOUX CITY, WOODBURY COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE NORTH 0°12'05" EAST ALONG THE EAST LINE OF SAID SECTION 24 FOR 439.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" WEST FOR 1319.98 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 0°12'16" EAST ALONG SAID WEST LINE FOR 546.29 FEET TO THE SOUTH LINE OF BRIDGEPORT INDUSTRIAL PARK 2ND FILING; THENCE NORTH 89°42'27" EAST ALONG SAID SOUTH LINE OF 496.24 FEET; THENCE NORTH 89°42'05" EAST ALONG SAID SOUTH LINE, FOR 823.75 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH 0°12'05" WEST FOR 553.13 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 33 FEET THEREOF QUIT CLAIMED TO THE CITY OF SIOUX CITY, IOWA ON JANUARY 26, 1995 AND FILED IN ROLL 321, IMAGE 1160 OF THE RECORDS OF WOODBURY COUNTY, IOWA.

PROPERTY ADDRESS: 4801 HARBOR DRIVE SIOUX CITY, IA 51111-1103

**Document or instrument number of previously recorded documents:**

The indebtedness secured hereby was previously secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated as of August 12, 2011 and recorded on August 12, 2011, at 4:06 P.M., as Document No. 1914 Type MG, as Roll No. 717 on Image(s) 8235-8273 in the Recorder's Office of Woodbury County, State of Iowa (the "Mortgage").