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Doc ID: 030543520003 Type: GEN
Kind: MODIFICATION OF MORTGAGE
Recorded: 03/03/2016 at 01:34:55 PM
Fee Amt: \$17.00 Page 1 of 3
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2015-00180606
BK 15913 PG 874-876

693730

FOR RECORDER'S USE ONLY

Prepared By: LeaAnn Jones, Loan Operations Mgr. II, GREAT WESTERN BANK, 10101 University Avenue, Clive, IA 50325, (515) 223-1607

ADDRESS TAX STATEMENT:
J & N Investments, L.L.C.: 4124 NW Urbandale Dr.: Urbandale, IA 50322

RECORDATION REQUESTED BY:
GREAT WESTERN BANK, Specialized Business SME Iowa, 10101 University Avenue, Clive, IA 50325

RETURN TO:
WHEN RECORDED MAIL TO:
GREAT WESTERN BANK, Specialized Business SME Iowa, 10101 University Avenue, Clive, IA 50325

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 related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated February 29, 2016, is made and executed between J & N Investments, L.L.C., whose address is 4124 NW Urbandale Dr., Urbandale, IA 50322 (referred to below as "Grantor") and GREAT WESTERN BANK, whose address is 10101 University Avenue, Clive, IA 50325 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 17, 2014 (the "Mortgage") which has been recorded in Polk County, State of Iowa, as follows:

Recorded in Polk County Recorder's Office on 4/22/2014 in Book 15162 Page 711.

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

Lot 2 in Interstate Acres Plat 12, an Official Plat, now included in and forming a part of the City of Urbandale, Polk County, Iowa

The Real Property or its address is commonly known as 4124 NW Urbandale Dr., Urbandale, IA 50322.

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

Notice. This Mortgage secured credit in the amount of \$3,382,972.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgage and liens.

The word "NOTE" shall mean the promissory note dated February 29, 2016 in the original principal amount of \$2,457,000.00 from Borrower to Lender and that certain promissory note dated February 29, 2016 in the original principal amount of \$925,972.00 from Borrower to Lender, together with all renewals of, extension of, modification of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR; THE NOTES CONTAIN

MODIFICATION OF MORTGAGE (Continued)

A VARIABLE INTEREST RATE.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 29, 2016.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

J & N INVESTMENTS, L.L.C.
By: *Patrick M. Fisher*
Patrick M. Fisher, Manager of J & N Investments, L.L.C.

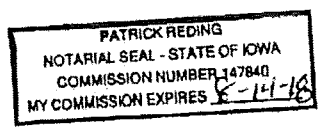
LENDER:

GREAT WESTERN BANK
x *Patrick G. Reding*
Patrick G. Reding, SVP Business Banking

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

This record was acknowledged before me on Feb 29, 2016 by Patrick M. Fisher, Manager of J & N Investments, L.L.C..



Patrick G. Reding
Notary Public in and for the State of IA
My commission expires 8-14-18

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

This record was acknowledged before me on Feb 29, 20 16 by Patrick G. Reding as SVP Business Banking of GREAT WESTERN BANK.

Bo Sikkema
Notary Public in and for the State of IA
My commission expires 6-3-17

