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Doc ID: 022442340005 Type: GEN
Recorded: 08/22/2009 at 09:05:08 AM
Fee Amt: \$27.00 Page 1 of 5
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2009-00090624

BK **13094** PG **16-20**

MODIFICATION OF MORTGAGE

Preparer Information: Thomas H. Burke
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Taxpayer Information: N/A

Return Document To: Thomas H. Burke
Whitfield & Eddy, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, IA 50309- 4195

RETURN TO:

Grantors: High Land Co., L.C.

Grantees: Community State Bank, National Association

Legal Description: See attached Exhibit "A"

Document or instrument number of previously recorded documents: Book 11858, Page 519

MODIFICATION OF MORTGAGE

This Modification of Mortgage ("**Modification**") is made this 28th day of May, 2009 between High Land Co., L.C. ("**Grantor**") and Community State Bank, National Association ("**Lender**").

RECITALS:

A. The Grantor granted a mortgage lien to the Lender under a Mortgage, dated September 15, 2006 ("**Mortgage**"), which originally secured payment of a loan to the Grantor in the amount of \$12,600,000.00 plus accrued interest, maturing on September 14, 2008, as evidenced by a promissory note executed by Grantor, dated September 15, 2006 (the "**Original Note**").

B. The Mortgage was recorded in the office of the Recorder of Polk County, Iowa, in Book 11858 at Page 519 and covered the real estate situated in Polk County, Iowa described on the attached Exhibit "A-1" (the "**Original Legal Description**").

C. The Original Legal Description has changed and the Lender and the Borrower wish to replace the Original Legal Description as reflected in the Mortgage with the legal description attached hereto as Exhibit "A-2" (the "**New Legal Description**").

D. The Grantor has requested and the Lender has agreed to refinance the Original Note under the terms of two new promissory notes, dated contemporaneous herewith in the principal amounts of \$9,899,080.43 and \$1,218,750.00(collectively, the "**New Notes**").

E. The Grantor and the Lender desire that the Mortgage be modified as herein provided, but that all terms not so modified remain unchanged and in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. The Original Legal Description attached to the Mortgage as Exhibit "A" is hereby replaced with the New Legal Description attached hereto as Exhibit "A-2".

2. The Mortgage shall secure the New Notes and all extensions, renewals, refinancings, substitutions and modifications thereof. Any reference in the Mortgage to the "Note" shall be deemed to mean the New Notes. In furtherance thereof, (a) the following paragraph is added to the Mortgage:

CROSS-COLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one of more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such

amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

and (b) the defined term "Indebtedness" is hereby deleted and the following new defined term is substituted in lieu thereof:

Indebtedness. The word "Indebtedness" means all principal, interest and late fees, and other amounts, costs and expenses payable under the Note or any Loan Document, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Loan Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

3. The Mortgage is a first lien upon the real estate described above.

4. Except as provided above, the Mortgage and all provisions thereof shall remain unaffected and unchanged by this Modification and all terms, conditions and provisions of the Mortgage not modified are hereby ratified and confirmed in all respects, and Grantor promises to pay the aforesaid sums with interest in the manner stated above.

IN WITNESS WHEREOF, the parties have executed this instrument.

GRANTOR:

High Land Co., L.C.

By *Robert J. Caluzzi*
Robert J. Caluzzi, Member/Manager

By *Craig W. Mettelle*
Craig W. Mettelle, Member/Manager

LENDER:

Community State Bank, National Association

By *[Signature]*

Its *Senior Vice Pres.*

STATE OF IOWA)
) ss.
COUNTY OF POLK)

This instrument was acknowledged before me on the 28 day of May, 2009 by Robert J. Caluzzi and Craig W. Mettelle as the Members and Managers of High Land Co., L.C.

Kathleen L. Jones
Notary Public in and for the State of Iowa

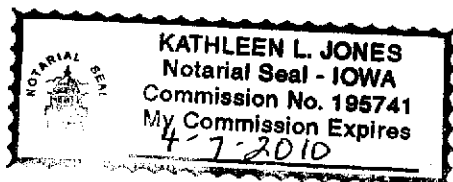


EXHIBIT "A-1"

ORIGINAL LEGAL DESCRIPTION

ALL OF LOTS 1 THROUGH 8 AND THE EAST 51 FEET OF LOT 9 IN BLOCK B IN WEST AND BURTON'S ADDITION, AN OFFICIAL PLAT; AND ALL OF LOTS 1 THROUGH 9 IN HARDING ROAD PLACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF DES MOINES, POLK COUNTY, IOWA, BEING SUBJECT TO ESTABLISHED EASEMENTS OF RECORD; AND THE 16.0 FOOT WIDE VACATED EAST/WEST ALLEY RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 8, AND LYING SOUTH OF AND ADJOINING THE EAST 51.0 FEET OF LOT 9, IN BLOCK B, WEST AND BURTON'S ADDITION, AN OFFICIAL PLAT; AND WHICH LIES NORTH OF AND ADJOINING LOTS 1 THROUGH 9, HARDING ROAD PLACE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPT THE PORTION OF LOTS 8 AND 9 OF BLOCK B, WEST AND BURTON'S ADDITION, AND THE PORTIONS OF LOTS 1 THROUGH 9 OF HARDING ROAD PLACE THAT WERE CONDEMNED BY THE CITY OF DES MOINES, IOWA, IN THOSE CONDEMNATION PROCEEDINGS FILED FOR RECORD IN THE OFFICE OF THE POLK COUNTY RECORDER ON JUNE 21, 2002, AT BOOK 9194, COMMENCING AT PAGE 1

EXHIBIT "A-2"

RESTATED LEGAL DESCRIPTION

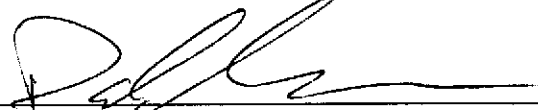
A PART OF LOTS 1-8 OF WEST AND BURTON'S ADDITION, AN OFFICIAL PLAT, AND A PART OF THE VACATED ALLEY LYING BETWEEN SAID WEST AND BURTON'S ADDITION AND HARDING ROAD PLACE, AN OFFICIAL PLAT, CITY OF EST DES MOINES, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, WEST AND BURTON'S ADDITION, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF 19TH STREET AS IT IS PRESENTLY ESTABLISHED AND ON THE SOUTH RIGHT-OF-WAY LINE OF HIGH STREET AS IT IS PRESENTLY ESTABLISHED; THENCE S00DEGREET 18' 39"E, 269.70 FEET ALONG EAST LINE OF SAIT LOT 1 AND THE SAID WEST RIGHT-OF-WAY LINE; THENCE N89DEGREES 32'22"E, 508.92 FEET TO THE EAST RIGHT-OF-WAY OF MARTIN LUTHER KING JR. PARKWAY, AS IT IS PRESENTLY ESTABLISHED; THENCE N00DEGREES 29;14"W, 269.82 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SAID HIGH STREET SOUTH RIGHT-OF-WAY LINE, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID LOT 8; THENCE N89DEGREES33'09"E, 509.75 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.155 ACRES MORE OF LESS

STATE OF IOWA)
) ss.
COUNTY OF POLK)

This instrument was acknowledged before me on the 28 day of May, 2009 by
Ron Nagel as Sr VP of Community State Bank, National
Association.



Notary Public in and for the State of Iowa

