

**2018-05401**

**RECORDER MARK BRANDENBURG**

**POTTAWATTAMIE COUNTY, IA**

**FILE TIME: 05/08/2018 08:20:31 AM**

<b>RECORDING FEE</b>	<b>35.00</b>
<b>RMA FEE</b>	<b>1.00</b>
<b>ECM FEE</b>	<b>1.00</b>

**MODIFICATION OF MORTGAGE**

**Preparer Information:** G. Mark Rice  
Whitfield & Eddy, P.L.C.  
699 Walnut Street, Suite 2000  
Des Moines, IA 50309  
(515) 288-6041

**Taxpayer Information:** N/A

**Return Document To:** Wells Fargo Bank, National Association  
Regency Business Banking  
10010 Regency Circle  
Omaha, NE 68114

**Grantor:** Edward L. Morris, Trustee of the Edward L. Morris Revocable  
Trust created by the Revocable Trust Agreement dtd 8/24/1993, as  
amended, and Frances M. Morris, Trustee of the Frances M. Morris  
Revocable Trust created by Revocable Trust Agreement dtd  
8/24/1993, as amended, as equal tenants-in-common

**Grantee:** Wells Fargo Bank, National Association

**Legal Description:** See Exhibit A, page 7

**Document or instrument number of previously recorded documents:** 2013-01291

## MODIFICATION OF MORTGAGE

This Modification of Mortgage ("**Modification**") is made this 4th day of May, 2018 between Edward L. Morris and Frances M. Morris, husband and wife, and Edward L. Morris, Trustee of the Edward L. Morris Revocable Trust created by the Revocable Trust Agreement dtd 8/24/1993, as amended, and Frances M. Morris, Trustee of the Frances M. Morris Revocable Trust created by Revocable Trust Agreement dtd 8/24/1993, as amended, and Wells Fargo Bank, National Association ("**Bank**").

### **RECITALS:**

A. Edward L. Morris and Frances M. Morris granted a lien to the Bank under a mortgage dated December 19, 2012 ("**Mortgage**"), which originally secured, without limitation, payment of a loan to Fill R UP, Inc. in the amount of \$670,000.00 plus accrued interest, as evidenced by a promissory note executed by Fill R UP, Inc. dated December 19, 2012 ("**Note**") and as guaranteed by Edward L. Morris and Frances M. Morris.

B. The Mortgage was recorded in the office of the Recorder of Pottawattamie County, Iowa, on January 22, 2013 in Book 2013-01291, granting a security interest in the real property described therein situated in Pottawattamie County, Iowa as described on the attached Exhibit "A" (hereinafter referred to as the "**Real Property**").

C. The parties 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. At all material times Edward L. Morris and Frances M. Morris were, and remain as, husband and wife.

2. On or about September 3, 2013, Edward L. Morris and Frances M. Morris conveyed the Real Property to Edward L. Morris, Trustee of the Edward L. Morris Revocable Trust created by the Revocable Trust Agreement dtd 8/24/1993, as amended, and to Frances M. Morris, Trustee of the Frances M. Morris Revocable Trust created by Revocable Trust Agreement dtd 8/24/1993, as amended, as equal tenants-in-common, pursuant to a Corrective Warranty Deed recorded in the Office of the Pottawattamie County Iowa Recorder on September 10, 2013, in Book 2013-14022. Such conveyance of the Real Property was made subject to the Mortgage.

3. The Edward L. Morris Revocable Trust created by the Revocable Trust Agreement dtd 8/24/1993, as amended, and the Frances M. Morris Revocable Trust created by Revocable Trust Agreement dtd 8/24/1993, as amended, acknowledge receipt of a copy of the Mortgage and hereby join in the Mortgage as though each were an original signatory thereto and acknowledge and agree that each is now a "Grantor" under the Mortgage and ratify the Mortgage and acknowledge that the Mortgage is a valid and binding lien on the Real Property and remains in full force and effect.

4. The following definitions in the Mortgage on pages 19 and 20 are hereby deleted in their entirety and the following new definitions are substituted in lieu thereof:

**“Grantor.”** The word “Grantor” means Edward L. Morris, Trustee of the Edward L. Morris Revocable Trust created by the Revocable Trust Agreement dtd 8/24/1993, as amended, and Frances M. Morris, Trustee of the Frances M. Morris Revocable Trust created by Revocable Trust Agreement dtd 8/24/1993, as amended.

**“Note.”** The word “Note” means the promissory note dated December 19, 2012 **in the original principal amount of \$670,000.00** from the Borrower to the Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement as guaranteed by Edward L. Morris, Trustee of the Edward L. Morris Revocable Trust created by the Revocable Trust Agreement dtd 8/24/1993, as amended, and Frances M. Morris, Trustee of the Frances M. Morris Revocable Trust created by Revocable Trust Agreement dtd 8/24/1993, as amended. The maturity date of this Mortgage is May 15, 2028.

5. The following new paragraph is added after the Cross-Collateralization paragraph on page 2 of the Mortgage:

**MORTGAGE SUPPLEMENTAL PROVISIONS.** The Mortgage is hereby amended and modified by adding the following Supplemental Provisions:

**SUPPLEMENTAL PROVISIONS CONCERNING INDEBTEDNESS, CROSS-COLLATERALIZATION, AND PERSONAL PROPERTY.** The definition of "Indebtedness" in the Mortgage additionally includes, without limitation, all liability and obligations of Borrower, or any of them, arising under or in connection with any “swap agreement” (as defined in 11 U.S.C. Section 101) at any time entered into with Lender in connection with the Note.

Notwithstanding anything to the contrary in the Mortgage, any cross-collateralization provision and any other provisions contained therein expanding the scope of the secured obligations beyond the Note, any related “swap agreements” (as defined above), and obligations to protect and preserve collateral, shall have no force or effect.

Additionally, notwithstanding anything to the contrary in the Mortgage, if at any time the Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the “Act”) located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a “Covered Structure”), then while it is subject to such designation, the term “Personal

Property” as used in the Mortgage shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property.


6. The Bank hereby waives the Event of Default that occurred as a result of the conveyance of the Real Property on or about September 3, 2013.

7. 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.

IN WITNESS WHEREOF, the parties have executed this instrument.

GRANTORS:

**Edward L. Morris Revocable Trust created by  
Revocable Trust Agreement dtd 8/24/1993, as  
amended**

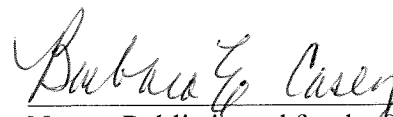
By  Trustee  
Edward L. Morris, Trustee

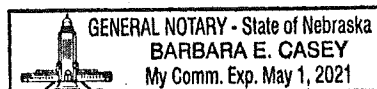
**Frances M. Morris Revocable Trust created by  
Revocable Trust Agreement dtd 8/24/1993, as  
amended**

By   
Frances M. Morris, Trustee

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on the 4 day of May, 2018, by Edward L. Morris as Trustee of the Edward L. Morris Revocable Trust created by the Revocable Trust Agreement dtd 8/24/1993, as amended.

  
Notary Public in and for the State of Nebraska



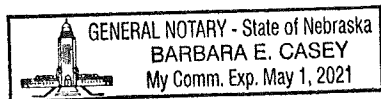


**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: Katherine Flood  
Wells Fargo Bank, Vice President

[illegible]

This instrument was acknowledged before me on the 7 day of May, 2018, by Katherine B Todd, as Vice President of Wells Fargo Bank, National Association.



Barbara E. Cerey  
Notary Public in and for the State of Nebraska

## EXHIBIT "A"

### LEGAL DESCRIPTION

Part of the SE 1/4 SW 1/4 in Section 8, Township 74, Range 43, described as follows: Commencing at a point which is 999.1 feet North and 33 feet North 89°41' East of the Southwest corner of said SE 1/4 SW 1/4 Section 8, Township 74, Range 43; thence South 70.6 feet to the Northerly right of way line of Highway #275; thence South 37°53' East along the Northerly right of way line thereof 190.3 feet; thence North 53°13' East 119 feet; thence North 07°33' East, 152.7 feet; thence South 89°41' West, 232.8 feet to the point of beginning, Pottawattamie County, Iowa

Along with

The South 25 feet of the West 218 feet of the part of the SE 1/4 SW 1/4 in Section 8, Township 74, Range 43, more particularly described as follows: Beginning at the Northwest corner of the SE 1/4 SW 1/4 of said Section 8, thence South 89°22'16"E 1325.36 feet, thence South 00°13'28" East 326.72 feet, thence North 89°37'37" West 1326.00 feet, thence North 00°06'06" West 332.63 feet to the point of beginning, Pottawattamie County, Iowa