

BK: 2022 PG: 2245
Recorded: 7/29/2022 at 9:22:46.0 AM
Pages 7
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Recorder's Cover Sheet

Preparer Information: Melanie N. Ferguson
CoBank, ACB
Legal and Loan Processing
6340 S. Fiddlers Green Cir.
Greenwood Village, CO 80111
(800) 542-8072

Return Document To: Melanie N. Ferguson
CoBank, ACB
Legal and Loan Processing
6340 S. Fiddlers Green Cir.
Greenwood Village, CO 80111
(800) 542-8072

Mortgagor: **UNITED FARMERS COOPERATIVE**

Mortgagee: **COBANK, ACB**

Title of Document: Amendment to Amended and Restated Real Estate Mortgage

Legal description: Page 6, See Exhibit "A" Attached

Document or instrument number of the previously recorded documents, see attached Exhibit "B".

Book 181, Pg. 601, File No. 2898
Book 212, Pg. 14, File No. 001072
Book 2009, Pg. 2999
Book 2016, Pg. 3446

United Farmers Cooperative
196 Railroad & Webster
Afton, IA 50830-0019
Legal Description: See Exhibit "A",
Pg. 6

AMENDMENT TO AMENDED AND RESTATED REAL ESTATE MORTGAGE

This Amendment to Amended and Restated Real Estate Mortgage (the "Amendment") is entered into as of July 28, 2022 by and between **UNITED FARMERS COOPERATIVE**, an Iowa cooperative association, with its address at 196 Railroad & Webster, Afton, IA 50830-0019 ("Mortgagor") and **COBANK, ACB**, with offices at 6340 S. Fiddlers Green Cir., Greenwood Village, Colorado 80111, a federally-chartered instrumentality of the United States ("Mortgagee").

WHEREAS, the Mortgagor and Mortgagee are parties to those certain Real Estate Mortgage(s) more particularly identified in Exhibit "B" of this Amendment (individually or collectively, the "Mortgage").

WHEREAS, Mortgagor and Mortgagee wish to increase the Maximum Debt Limit secured by the Mortgage to \$400,000,000.00.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The third paragraph on the cover sheet of the Mortgage is amended and restated to read as follows:

NOTICE: THIS AMENDED AND RESTATED REAL ESTATE MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$400,000,000.00. 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.

2. The definition of Maximum Debt Limit in Article 1 of the Mortgage, is amended and restated to read as follows:

Maximum Debt Limit shall mean \$400,000,000.00 at any one time outstanding.

3. The Mortgage, as amended hereby, continues to serve as security for all past, current and future loans, indebtedness, liabilities and obligations of every kind and nature which currently exist or may exist in the future between the Mortgagor and the Mortgagee.

4. This Amendment shall not be construed as a novation of the promissory note(s) or other obligations secured by the Mortgage.

5. All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Mortgage.

6. All terms and conditions of the Mortgage shall remain in full force and effect except as amended by this Amendment, and in all other respects are fully confirmed and ratified, and the Mortgage shall continue as a lien upon all the real property described in Exhibit "A" attached hereto and Exhibit "A" to the Mortgage less and except any collateral that has been subsequently released by virtue of a recorded release instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the UNITED FARMERS COOPERATIVE as Mortgagor, and COBANK, ACB as Mortgagee have executed this Amendment to Amended and Restated Real Estate Mortgage as of the day and year first above written.

UNITED FARMERS COOPERATIVE, Mortgagor

By: Kent D. Swanson

Printed Name: Kent D. Swanson

Title: Board President

By: Keith Klocke

Printed Name: Keith Klocke

Title: Board Secretary

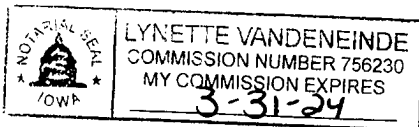
MY 7-25-22

STATE OF IOWA)

COUNTY OF Montgomery)

This instrument was acknowledged before me on this 26th day of July, 2022, by Kent Swanson as President and Keith Klocke as Secretary of United Farmers Cooperative.

(SEAL)



Lynette Vandeneinde

Notary Public

Printed Name: Lynette Van Den Ende

Title (and Rank)

My commission expires: 3-31-24

COBANK, ACB, Mortgagee

By: *Fidel Escalante*

Printed Name: Fidel Escalante

Title: Assistant Corporate Secretary

STATE OF COLORADO)

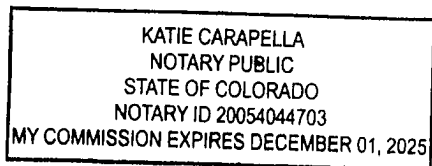
)

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of July, 2022 by Fidel Escalante, as Assistant Corporate Secretary of CoBank, ACB, a federally-chartered instrumentality of the United States.

Witness my hand and official seal.

(SEAL)



By: *Katie Carapella*

Notary Public: Katie Carapella

My commission expires: December 01, 2025

EXHIBIT A

Madison County, Iowa

Parcel 1:

Lot One (1) in Block Three (3) and all of Block Two (2) and a tract commencing at the Southeast Corner of said Block Two (2) and running thence South 50 feet, thence West 113.5 feet, thence North 50 feet, thence East 113.5 feet to the point of beginning, and a tract commencing at the Northwest Corner of said Block Two (2) and running thence North 32 feet, thence East 80 feet, thence South 32 feet, thence West to the point of beginning, in Barker's Second Addition to Macksburg, Madison County, Iowa.

AND BEING the same property conveyed to Farmers Cooperative Company Afton, Iowa from Maurice Thraikill and Erma Thraikill by Warranty Deed dated September 25, 1973 and recorded September 26, 1973 in Deed Book 45, Page 606.

Tax Parcel No. 910000800020000

Parcel 2:

A tract of land 258 feet East and West by 605 feet North and South situated in the very Southeast corner of the following described real estate, to-wit: A tract of land bounded by and including within a line running as follows: Commencing at the SW corner of the East Half of the Southeast Quarter of Section 9, Township 74 North, Range 29, running thence East to a point 4 rods 12 feet West of the Southwest corner of Outlot 12 of Lee's Addition to the Town of Macksburg, Iowa, thence North 70.465 rods, thence East 46.303 rods, thence South to a point 49 1/2 feet West of the Northwest corner of Block 1 of Thomas and Mahalea Kirkland's Addition to said Town of Macksburg, thence East along the North line of said Block 1 to the East line of said East Half of the Southeast Quarter, thence North to the Northeast corner of said 80 +/- acre tract, thence West to the Northwest corner thereof, thence South to the place of beginning, containing 53 acres, more or less, (subject to easements for public highway), in Madison County, Iowa.

AND BEING the same property conveyed to Farmers Co-Op Company from Ralph Herren by Warranty Deed dated December 27, 1976 and recorded January 19, 1977 in Deed Book 47, Page 464.

Tax Parcel No. 910000502012000

Parcel 3:

Lots 2, 3, 4, 5, 6, 7 in Block 3 of Barker's Second Addition to the Town of Macksburg, Madison County, Iowa. AND Lots 8 and 9 in Block 3 of Barker's Second Addition to Macksburg, Madison County, Iowa.

AND BEING the same property conveyed to Farmers Cooperative Company, Afton, Iowa from Edna Kirkland Pinckney and Ralph Pinckney by Warranty Deed dated November 03, 1986 and recorded November 14, 1986 in Deed Book 53, Page 327.

Tax Parcel No. 910000800020000

EXHIBIT B

1. The Mortgage as described in the first WHEREAS clause above is:

<u>Instrument</u>	<u>Dated as Of</u>	<u>Recorded In</u>	<u>Recording Information</u>
Real Estate Mortgage - Iowa	April 9, 1996	Madison Co.	April 24, 1996, Book 181, Pg. 601 File No. 2898
Amendment to Real Estate Mortgage - Iowa	August 11, 1999	Madison Co.	September 13, 1999 Book 212, Pg. 14 File No. 001072
Amended and Restated Real Estate Mortgage	September 1, 2009	Madison Co.	September 29, 2009 Book 2009, Pg. 2999
Amended and Restated Real Estate Mortgage	November 14, 2016	Madison Co.	November 16, 2016 Book 2016, Pg. 3446