

REC #: 2025R-02262
Filed for Record in GRATIOT COUNTY
04/25/2025 08:03:47 AM
KIMBERLEE M VANHOOSE, REGISTER OF DEEDS
MORTGAGE AMENDMENT
30.00



Exhibit 6

RECEIVED AND RECORDED

Instrument Number: 2025R-02262

Document Type: MORTGAGE AMENDMENT

Number of Pages: 8

Arrival Date and Time: 4/25/2025 8:03:46 AM

Recording Date and Time: 04/25/2025 8:03:47 AM

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, Gratiot County, Michigan.



Kimberlee M. VanHoose, Register

Register of Deeds
Gratiot County Michigan

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AMENDMENT TO MORTGAGE

GSIS558 (07/18)



Drafted By: Amy King, GreenStone FCS
3515 West Rd.
East Lansing, MI 48823

Return To: GreenStone Farm Credit Services
Attn: Montanna Ackerson
1962 S State Rd
Ionia, MI 48846

CIF No: 1959773

THIS AMENDMENT TO MORTGAGE (Amendment) is made and entered into on **April 14, 2025**, by and between **GreenStone Farm Credit Services, ACA**, a federally chartered association, whose address is 3515 West Rd., East Lansing, MI 48823 (**GreenStone**), and **DeSaegher Investments, L.L.C., a Michigan Limited Liability Company, and LBB Investments, LLC, a Michigan Limited Liability Company**, whose address is 8068 W Buchanan Rd, Middleton, MI 48856-9743 (**Mortgagor**).

RECITALS

- A. WHEREAS, to secure extensions of credit made by GreenStone to **DeSaegher Investments, L.L.C., De Saegher Energy, LLC and KB Dairy, LLC (Borrower)**, Mortgagor executed and delivered to GreenStone, a Michigan Mortgage (the Mortgage) dated **August 11, 2017**, and recorded on **August 18, 2017**, in Book/Vol/Liber **1008** on Page **952** or Document No. *n/a*, Gratiot County Records covering real estate located in Gratiot County, and legally described as follows:

See Attached Exhibit A - Legal Description

- B. WHEREAS, the parties desire to amend the Mortgage in the manner set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Reason for Amendment.
 - Mortgagors and GreenStone determined that an additional **Borrower** should be added to page 1 on the face of the Mortgage (under Definitions item 2). The Mortgage is hereby amended to add **De Saegher Energy, LLC and KB Dairy, LLC**, as a borrower.
 - This is a construction mortgage within the meaning Section 9-334 of the Uniform Commercial Code and secures an obligation incurred for the construction of an improvement on the premises.
2. GreenStone and Mortgagor agree that, except as amended hereby, the Mortgage shall remain in full force and effect and is in all other respects ratified and confirmed.
3. Mortgagor acknowledges that the Mortgage is valid, binding, and enforceable against Mortgagor and that there exist no claims, setoffs, or defenses to or against enforcement of the Mortgage by GreenStone. This Amendment is the result of mutual agreement by and between the parties. There shall be no presumption under Michigan law construing this Amendment against any party.

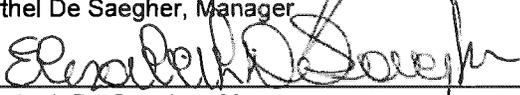
4. This Amendment shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. No third-party beneficiary, other than the parties to this Amendment, is intended or created by this Amendment.
5. This Amendment shall not be modified in any way except in a written instrument executed by all parties to this Amendment.
6. This Amendment shall continue in full force and effect until such time as the Mortgage is fully discharged or until all indebtedness owed by Borrower to GreenStone is paid off in full without intent of the parties to maintain a borrower/lender relationship.
7. This Amendment supplements and amends the Mortgage and does not otherwise alter, modify or amend the loan and security documents between Mortgagor and GreenStone, nor shall it be interpreted or construed as a commitment to further extensions of credit or future loan servicing by GreenStone for Mortgagor's obligations.
8. This Amendment may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. An electronic reproduction of this fully-executed Amendment shall be as valid as the original.

GreenStone Farm Credit Services, ACA

By: 
 Name: Brent Spencer
 Title: VP of Agribusiness Lending

DeSaegher Investments, L.L.C., a Michigan Limited Liability Company,

By: 
 Barthel De Saegher, Manager

By: 
 Elisabeth De Saegher, Manager

LBB Investments, LLC, a Michigan Limited Liability Company

By: The Barthel DeSaegher Living Trust dated January 29, 2003, Member


 Barthel De Saegher, Trustee


 Elisabeth De Saegher, Trustee

By: The Elisabeth DeSaegher Living Trust dated January 29, 2003, Member


 Elisabeth De Saegher, Trustee


 Barthel De Saegher, Trustee

STATE OF MICHIGAN)
) ss.
COUNTY OF Hillsdale)

On April 10, 2025, before me personally appeared, Brent Spencer, to me known to be the person described in and who executed the foregoing instrument as the VP of Agribusiness Lending of GreenStone Farm Credit Services, ACA, a federally chartered association, as the free act and deed of the association.

[Signature]
_____, Notary Public
_____, County, Michigan
My Commission Expires _____
Acting in _____ County, MICHIGAN

LYNDE I. BROWNLEE
NOTARY PUBLIC, STATE OF MI
COUNTY OF HILLSDALE
MY COMMISSION EXPIRES Jul 8, 2028
ACTING IN COUNTY OF Hillsdale

STATE OF MICHIGAN)
) ss. **(Limited Liability Company)**
COUNTY OF Gratiot)

On 4/14/25, before me personally appeared: Barthel De Saegher and Elisabeth De Saegher, to me known to be the person(s) described in and who executed the foregoing instrument as Managers of DeSaegher Investments, L.L.C., a Michigan Limited Liability Company, and acknowledged the same as the free act and deed of the company.

[Signature]
_____, Notary Public
_____, County, Michigan
My Commission Expires _____
Acting in _____ County, MICHIGAN

MONTANNA ACKERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF IONIA
MY COMMISSION EXPIRES Jun 7, 2027
ACTING IN COUNTY OF Gratiot

STATE OF MI)
) ss. **(Limited Liability Company)**
COUNTY OF Gratiot)

On 4/14/25, before me personally appeared: Barthel De Saegher, Trustee of The Barthel DeSaegher Living Trust dated January 29, 2003, Elisabeth De Saegher, Trustee of The Barthel DeSaegher Living Trust dated January 29, 2003, and Elisabeth De Saegher, Trustee of The Elisabeth DeSaegher Living Trust dated January 29, 2003, and Barthel DeSaegher, Trustee of The Elisabeth DeSaegher Living Trust dated January 29, 2003, to me known to be the person(s) described in and who executed the foregoing instrument as Members of LBB Investments, LLC, a Michigan Limited Liability Company, and acknowledged the same as the free act and deed of the company.

[Signature]
_____, Notary Public
_____, County, _____
My Commission Expires _____

MONTANNA ACKERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF IONIA
MY COMMISSION EXPIRES Jun 7, 2027
ACTING IN COUNTY OF Gratiot

Exhibit A
Legal Description Attachment

CIF No: 1959773

The land referred to in this Amendment, situated in Gratiot County, Michigan, is described as follows:

Property situated in the Township of New Haven and Township of North Shade, County of Gratiot, and State of Michigan described as:

Parcel 1: (Lenawee)
Intentionally Omitted.

Parcel 2: (Lenawee)
Intentionally Omitted.

Parcel 3: (Isabella)
Intentionally Omitted.

Parcel 4: (Gratiot)
The West 1/2 of the Southwest 1/4 of Section 14, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.
EXCEPT: The South 750 feet of the East 350 feet of the West 1/2 of the Southwest 1/4, Section 14, T10N, R4W, New Haven Township, Gratiot County, Michigan.

Parcel 5: (Gratiot)
The Southeast 1/4 of the Southeast 1/4 of Section 15, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.
AND
Part of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan, described as: Beginning at the South 1/8 corner on the East line of said Section 15, said point of beginning being North 00 degrees 29 minutes 30 seconds East along said East Section line, 1322.43 feet from the Southeast corner of said Section 15; thence continuing North 00 degrees 29 minutes 30 seconds East along said East Section line, 330.00 feet; thence North 88 degrees 57 minutes 32 seconds West parallel with the South 1/8 line of said Section 15, 520.00 feet; thence South 41 degrees 02 minutes 08 seconds West 430.73 feet to said South 1/8 line; thence South 88 degrees 57 minutes 32 seconds East along said South 1/8 line 800.00 feet to the point of beginning.

Parcel 6: (Gratiot)
The East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

Parcel 7: (Gratiot)
The East 1/2 of the Northeast 1/4 of Section 22, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

Parcel 8: (Gratiot)
The South 1/2 of the Northeast 1/4, Section 8, Town 10 North, Range 3 West, Newark Township, Gratiot County, Michigan.

Parcel 9: (Gratiot)
The South 1/2 the Northwest 1/4, Section 9, Town 10 North, Newark Township, Gratiot County, Michigan, EXCEPT Part of the Northwest one-quarter of Section 9, Town 10 North, Range 3 West, Newark Township, Gratiot County, State of Michigan, described as: Beginning South 88 degrees 56 minutes 42 seconds East, along the East-West one-quarter line, 1909.00 feet from the West one-quarter corner of said Section 9; thence continuing South 88 degrees 56 minutes 42 second East, along said East-West one-quarter line, 360.70 feet; thence North 01 degrees 03 minutes 18 seconds East, at a right angle to said East-West one-quarter line, 269.00 feet; thence North 88 degrees 56 minutes 42 seconds West, parallel to said East-West one-quarter line, 145.70 feet; thence South 01 degrees 03 minutes 18 seconds West, at a right angle to said East-West one-quarter line, 36.00 feet; thence North 88 degrees 56 minutes 42 seconds West, parallel to said East-West one-quarter line, 215.00 feet; thence South 01 degrees 03 minutes 18 seconds West, at a right angle to said East-West one-quarter line, 233.00 feet back to the Place of Beginning.

Parcel 10: (Gratiot)

The North 1/2 of the Southwest 1/4 Section 9, Town 10 North, Range 3 West, Newark Township, Gratiot County, Michigan.

Parcel 11: (Gratiot)

The Southeast 1/4 of the Southwest 1/4, Section 2, EXCEPT a piece in the Northeast corner thereof 10 1/2 rods East and West by 15 1/2 rods North and South; and the Southwest 1/4 of the Southeast 1/4, EXCEPT Commencing at Northwest corner thereof; thence South 18.5 rods; East 14 rods; North 8.5 rods; East 6 rods; North 10 rods and West 20 rods to the Point of Beginning, Section 2, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

Parcel 12: (Gratiot)

The Southeast 1/4 of the Southeast 1/4, EXCEPT the North 465 feet of the East 466 feet of Section 2, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan

Parcel 13: (Gratiot)

The Southwest 1/4 of the Southeast 1/4, EXCEPT Commencing at the Northwest corner of said Southwest 1/4 of Southeast 1/4; thence East 519 feet; thence South 182 feet; West 519 feet; thence North 182 feet to the Point of Beginning, Section 1, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

Parcel 14: (Gratiot)

East 3/4 of Southeast 1/4, Section 1, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

Parcel 15: (Gratiot)

The West 1/2 of Southeast 1/4 of Section 18, EXCEPT Beginning at Southeast corner of West 1/2 of Southeast 1/4 of section; thence North 260 feet; West 335 feet; South 260 feet; East 335 feet to Point of Beginning of Section 18; ALSO EXCEPT Beginning at Southwest corner of West 1/2 of Southeast 1/4 of section; thence East 335 feet; thence North 260 feet; thence West 335 feet; thence South 260 feet to Point of Beginning; all land description located in Section 18, Town 10 North, Range 3 West, Newark Township, Gratiot County, Michigan. AND FURTHER EXCEPT Beginning 648 feet North of the Southwest corner of West 1/2 of Southeast 1/4 of section; thence East 456 feet; thence North 168 feet; West 456 feet; South 168 feet to Point of Beginning, Section 18, Town 10 North, Range 3 West, Newark Township, Gratiot County, Michigan.

EXCEPT: Part of the West One-half of the Southeast One-quarter of Section 18, T10N, R3W, Newark Township, Gratiot County, Michigan, described as beginning at a point on the North and South One-quarter line of said Section 18 which is N. 00°24'25" E., along said North and South One-quarter line, 1933.86 feet from the South One-quarter Corner of said Section 18; thence continuing N. 00°24'25" E., along said North and South One-quarter line, 720.00 feet to the Interior One-quarter Corner of said Section 18; thence S. 89°39'52" E., along the East and West One-quarter line of said Section 18, 1327.10 feet to the East One-eighth line of said Section 18; thence S. 00°24'02" W., along said East One-eighth line, 720.00 feet; thence N. 89° 39'52" W., parallel with said East and West One-quarter line, 1327.18 feet to the Point of Beginning.

Parcel 16: (Gratiot)

Intentionally Omitted.

Parcel 17: (Gratiot)

The Northeast 1/4 of the Northeast 1/4 of Section 11, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

Parcel 18: (Gratiot)

The Southeast 1/4 of the Northeast 1/4 of Section 11, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

Parcel 19: (Gratiot)

The Southwest 1/4 of the Northeast 1/4 and the South 1/8 of the Southeast 1/4 of the Northeast 1/4, Section 11, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan.

Parcel 20: (Gratiot)

A parcel of land lying within the North 1/2 of Section 11, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan, described as: The Northwest 1/4 of the Northeast 1/4 of said Section 11; ALSO the East 569 feet of the Northeast 1/4 of the Northwest 1/4 of said Section 11.

Parcel 21: (Gratiot)
Intentionally Omitted

Parcel 22: (Gratiot)

A parcel of land in the South 1/2 of fractional Section 4, Town 10 North, Range 4 West, New Haven Township, Gratiot County, Michigan, described as: Commencing at the South 1/4 corner of said Section 4; thence North 88 degrees 53 minutes 58 seconds West, on and along the South line of said section, 1320.84 feet to the Southwest corner of the East 1/2 of the Southwest 1/4 of said Section 4; thence North 00 degrees 09 minutes 38 seconds East, on and along the West 1/8 line of said section, 2646.09 feet to West 1/8 corner on the East and West 1/4 line of said section; thence South 88 degrees 52 minutes 12 seconds East, on and along said East and West 1/4 line, 1313.87 feet to the interior 1/4 corner of said Section 4; thence continuing South 88 degrees 52 minutes 12 seconds East, on said 1/4 line, 1327.49 feet to the East 1/8 corner on said East and West 1/4 line; thence South 00 degrees 09 minutes 18 seconds West, on and along the East 1/8 line of said section 1,322.39 feet to the interior 1/8 corner of the Southeast 1/4 of said Section 4; thence South 88 degrees 53 minutes 01 seconds East, on and along the South 1/8 line of said section, 1324.12 feet to the South 1/8 corner on the East line of said Section 4; thence South 00 degrees 18 minutes 03 seconds West, on and along said East section line, 1322.01 feet to the Southeast corner of said Section 4; thence North 88 degrees 53 minutes 51 seconds West, on and along the South line of said section, 790.35 feet; thence North 01 degrees 06 minutes 09 seconds East, perpendicular to said South section line, 725.00 feet; thence North 88 degrees 53 minutes 51 seconds West, parallel with said South section line, 772.65 feet; thence South 01 degrees 06 minutes 09 seconds West, perpendicular to said South section line, 225.00 feet; thence North 88 degrees 53 minutes 51 seconds West, parallel with said South section line, 425.00 feet; thence South 01 degrees 06 minutes 09 seconds West, perpendicular to said South section line, 500.00 feet to a point on said South section line; thence North 88 degrees 53 minutes 51 seconds West, on and long said South section line, 653.50 feet back to the Point of Beginning. EXCEPT: Part of the Southeast 1/4 of Fractional Section 4, T10N, R4W, New Haven, Gratiot County, MI, The Surveyed Boundary described as: Commencing at the Southwest Corner of Said Section 4, thence N89°53'51"W along the South Section Line 790.35 feet (Measured as 790.29'); thence N01°06'09"E 725.00 feet (Measured as N01°06'28"E 724.82'); thence N88°53'51"W 772.65 feet (Measured as N88°53'44"W 772.52'); thence S01°06'09"W 225.00 feet (Measured as S01°01'32" 225.31'); thence N88°53'51"W 425.00 feet (Measured N88°55'37"W 425.08'); thence N01°04'27"E 823.15 feet; thence S88°53'01"E 1969.50' to the East Section Line; thence S00°18'03"W along Said Section Line 1322.01 feet to the point of beginning of this description.

PARCEL 23- (Gratiot): Is hereby amended:

PARCEL 23B Part of the East One-half of the Southwest One-quarter of Section 14, T10N, R4W, New Haven Township, Gratiot County, Michigan, described as beginning at a point on the South line of said Section 14 which is N.89°12'25"W., along said South Section line, 632.50 feet from the South One-quarter Corner of said Section 14; thence continuing N.89°12'25"W., along said South Section line, 684.63 feet to the West One-eighth line of said Section 14; thence N.00°30'12"E., along said West One-eighth line, 600.00 feet; thence S.89°12'25"E., parallel with said South Section line, 684.78 feet; thence S.00°31'04"W., parallel with the North and South One-quarter line of said Section 14, 600.00 feet to the Point of Beginning.

Subject to existing easements, highways and restrictions of record.

Tax Parcel ID No(s): For Information Only: 29-09-014-005-00, 29-09-015-018-00, 29-09-022-001-00, 29-09-015-016-50, SE0-121-3055-00, SE0-109-4780-00, 37-22-046-00-003-00, 29-08-008-009-00, 29-08-009-006-01, 29-08-009-007-00, 29-09-002-013-00, 29-09-011-003-00, 29-08-018-008-02, 29-09-002-014-20, 29-09-001-011-00, 29-09-001-014-10, 29-09-011-001-00, 29-09-011-002-00, 29-09-011-004-20, 29-09-004-009-02 29-09-011-008-01

Borrower hereby further grants to Lender a security interest, as security for the payment of all indebtedness of the Borrower to Lender in certain property generally described as: all cattle handling systems, manure handling systems, feed storage and handling systems, milking systems, milk storing and handling systems, cleaning systems, and water systems, together with replacements, additions, and similar equipment hereafter acquired, located on and affixed to the above described real estate.

This security interest is being given pursuant to the Michigan Uniform Commercial Code to secure the above described items. In case of default, the Lender (Secured Party) shall have all remedies as provided under said code and under the other terms and conditions of this mortgage, and may proceed upon any security liened to it, either concurrently or separately, in any manner it may elect.

Borrower hereby further grants to Lender a security interest, as security for the payment of all indebtedness of the

Borrower to Lender in certain property generally described as: all irrigation equipment, including but not limited to, pumps, gear heads, power units, water distribution and sprinkler systems, fertilizer and chemical injection systems, electrical systems and controls with replacements, additions and similar equipment hereafter acquired, located on and affixed to the above described real estate.

This security interest is being given pursuant to the Michigan Uniform Commercial Code to secure the above described items. In case of default, the Lender (Secured Party) shall have all remedies as provided under said code and under the other terms and conditions of this mortgage, and may proceed upon any security liened to it, either concurrently or separately, in any manner it may elect.