Recorded: 5/15/2025 at 2:36:56.0 PM
County Recording Fee: $12.00
Iowa E-Filing Fee: $3.00
Combined Fee: $15.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1241

This instrument was prepared by: Renee Nurre for Community Savings Bank, 101 E Union, PO Box 77, Edgewood, IA 52042 (563)928-6425
Return to: Community Savings Bank, 101 E Union, PO Box 77, Edgewood, IA 52042 (563)928-6425

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement (the **"Amendment"**), is made and entered into by Moyle Real Estate, LLC (the **"Mortgagor"**) and Community Savings Bank (the **"Lender"**), as of the date set forth below.

Whereas, Mortgagor executed a mortgage dated September 28, 2016 (as amended and/or restated, the **"Mortgage"**). The "Property" subject to the Mortgage is legally described as:

> Parcel J, part of the NE¼ SW¼, Sec. 23, T89N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2012, Page 3313.
>
> The property is located in Delaware County at Parcel J, 1953 145th Street, Manchester, IA 52057.

Whereas, the Mortgage was recorded in the office of the Recorder for Delaware County, Iowa, on 09/28/2016, in Book 2016, on Page 2640.

Whereas, Mortgagor and Lender have agreed to certain modifications to the Mortgage as outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Mortgagor and Lender agree as follows:

Remove section titled **5. LIMITATIONS ON CROSS-COLLATERALIZATION** from said open-end real estate mortgage.

Change in Secured Amount. The following language shall be added to the Mortgage, or amended, as applicable: **"NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $920,000.00. 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."**

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to other indebtedness and/or future advances or credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Lender of existing defaults by Mortgagor whether known or undiscovered. All Agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Mortgagor hereby acknowledges the receipt of a copy of the Amendment together with a copy of each promissory note secured hereby.

Authorization. Mortgagor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Mortgagor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment as of 5/14/2025.

MORTGAGOR:

Moyle Real Estate, LLC
an **Iowa Limited Liability Company**

Steven Moyle, Member Date 5-14-25

Peggy Moyle, Member Date 5-14-25

MORTGAGOR NOTARIZATION

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

This instrument was acknowledged before me on May 14th 2025, by Steven and Peggy Moyle, as a Member of Moyle Real Estate, LLC.

PARKER A. HUNT
Commission Number 782434
My Commission Expires
June 16, 2026

NOTARY PUBLIC IN THE STATE OF Iowa
My commission expires: 06-16-2026