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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

DSW
Prepared by & Return to: American Trust & Savings Bank, Attn: Holly Garrigus, 895 Main St,
PO Box 938, Dubuque, IA 52004-0938, (563)582-1841.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AMENDMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THESE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AMENDMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this “Amendment”) is effective as of this 29th day of May, 2019, by and between **Holtz Storage LLC**, an Iowa Limited Liability Company (“Grantor”), and **American Trust & Savings Bank** (“Lender”).

RECITALS

WHEREAS, Grantor previously executed that certain Mortgage dated August 17, 2017, in favor of Lender, which was recorded in the records of the Delaware County, Iowa Recorder on August 24, 2017, as Book 2017 Page 2327, with respect to certain real property described on Exhibit A, attached hereto and incorporated herein by this reference (as amended from time to time, the “Mortgage”);

WHEREAS, prior to the date hereof, Lender made certain loans and other financial accommodations to Grantor, New To You Consignments LLC, or any one or more of them, individually and/or collectively, which loans and financial accommodations shall be secured by the Mortgage;

WHEREAS, Grantor receives a direct and substantial benefit from each of the loans and financial accommodations made from time to time by Lender to Grantor, New To You Consignments LLC, or any one or more of them, individually and/or collectively; and

WHEREAS, Grantor requested that Lender continue or extend certain loans, as the case may be, to Grantor, New To You Consignments LLC, or any one or more of them individually and/or collectively, which Lender is willing to do subject to the execution hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between Grantor and Lender as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Mortgage.

2. Amendment to Cross-Collateralization. The section titled "Cross-Collateralization" (and only the section titled "Cross-Collateralization") of the Mortgage is hereby amended and restated in its entirety to read as follows:

CROSS-COLLATERALIZATION. In addition to the obligations, debts and liabilities arising under the Note, this Mortgage, including the assignment of rents and the security interest in the rents and personal property is given to secure all obligations, debts and liabilities, plus interest thereon, of: Grantor; and New To You Consignments LLC, (each a "Borrower" and collectively, the "Borrowers") to Lender, or any one or more of them, individually and/or collectively, including all obligations, debts and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Borrower, to any Borrower and another or to another and guaranteed or endorsed by any Borrower as well as all claims by Lender against the Borrower 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 any Borrower 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.

3. Acknowledgment, Continuance and Reaffirmation of Mortgage. Grantor hereby acknowledges and agrees that: (a) the Mortgage is a valid and enforceable lien upon the Property; (b) the Mortgage, and each of the terms and conditions set forth therein, as amended by this Amendment, remains in full force and effect; (c) the Mortgage secures the obligations and credit described in the Mortgage, as amended by this Amendment; (d) the Mortgage, as amended by this Amendment, shall be binding on any successors and assigns of the parties hereto; and (e) this Amendment represents the final agreement between the parties hereto as the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto and there are no unwritten oral agreements between the parties hereto.

4. Reaffirmation. Grantor hereby expressly reaffirms each of the representations, warranties and covenants set forth in each Mortgage, as amended by this Amendment.

5. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa applicable to agreements made and wholly performed within such state.

6. Incorporation of Recitals. The Recitals to this Amendment are true, correct, and incorporated herein by reference.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

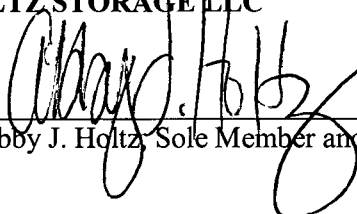
9. Headings. The descriptive headings in this Amendment are inserted for convenience of reference only and shall not affect the construction of this Amendment. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entity, person or persons may require.

10. Receipt of Signed Copy of Amendment. Grantor acknowledges receipt of a fully executed and completed copy of this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment effective as of the day and year first written above.

GRANTOR:

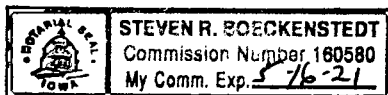
HOLTZ STORAGE LLC

By: 

Abby J. Holtz, Sole Member and Manager

COUNTY OF Dubuque
STATE OF IOWA

On this 29th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Abby J. Holtz, to me personally known, who being by me duly sworn, did say she is the Sole Member and Manager of said limited liability company executing the within and foregoing instrument; that no seal has been procured by the limited liability company; that said instrument was signed on behalf of the limited liability company by authority of the limited liability company and the member(s) or designated agent(s) and that Abby J. Holtz as Sole Member and Manager of the limited liability company acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by Sole Member and Manager voluntarily executed.




Notary Public in and for the State of Iowa

Exhibit A

That part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., described as commencing at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20), thence East four hundred eighty eight and nine-tenths (488.9) feet along the North line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20) to the centerline of the County Road, thence South $29^{\circ} 17'$ West two hundred seventy one (271) feet along the centerline of the County Road to the point of beginning, thence continuing Southwesterly along the centerline of the County Road to the point where it intersects the West line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20), thence South along the said West line to the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20), thence East along the South line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20) to the Southeast corner thereof, thence North along the East line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20) to the Northeast corner thereof, thence West along the North line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20) to a point that is seven hundred forty nine and three-tenths (749.3) feet East of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20), thence South $25^{\circ} 44'$ West four hundred one and two-tenths (401.2) feet, thence North $60^{\circ} 16'$ West two hundred fifty two (252) feet to the point of beginning in the centerline of the County Road, including all lots in Schulte's Subdivision Of Part Of The NE $\frac{1}{4}$ of Section 20, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 121, except Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Twelve (12), Thirteen (13) and the Southwesterly one-half (SW $\frac{1}{2}$) of Lot Seven (7); also that part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20), described as beginning at the Northeast corner of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), thence West along the North line of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) a distance of two hundred ninety seven (297) feet, thence South six hundred eighty six and four-tenths (686.4) feet, thence East two hundred ninety seven (297) feet to the East line of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), thence continuing East to the centerline of the County Road, thence Northeasterly along the centerline of the County Road to the North line of said Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), thence West along said North line a distance of four hundred eighty eight and nine-tenths (488.9) feet to the point of beginning, subject to easements of record