

Recorded: 10/2/2023 at 2:39:15.0 PM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2473

This instrument was prepared by: Sara Domeyer 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 PWV Real Estate, LLC (the "Mortgagor") and Community Savings Bank (the "Lender"), on September 28, 2023.

Whereas, Mortgagor executed a mortgage dated August 29, 2020 (as amended and/or restated, the "Mortgage"). The "Property" subject to the Mortgage is legally described as:

Lot Two (2) of Hartwick Lake Club North Fifth Subdivision Part of the SW ¼-Fr. SW ¼, Part of Lot Four (4) Of Hartwick Lake Club North Third Subdivision Sec. 19, T88N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2015, Page 644; also Lot Four (4) of Hartwick Lake Club North Sixth Subdivision A Subdivision of Lot 1 Of Hartwick Lake Club North Fifth Subdivision Part Of The SW 1/4 -Fr. SW ¼ Of Sec. 19, T88N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2017, Page 239

Parcel U, Part Of The NW 1/4-NW 1/4 Sec. 30, T88N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2004, Page 1752; also all lake frontage running to the waterfront and then at right angles to the middle of Lake Delhi, also called Hartwick Lake, in respect to and adjoining said Parcel U.

The property is located in Delaware County at 22140 261st Street And 2593 220th Ave, Delhi, Iowa 52223.

Whereas, the Mortgage was recorded in the office of the Recorder for Delaware County, Iowa, on 9/1/2020, in Book 2020, on Page 2963.

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:

Change in Secured Debts and Future Advances. Section 4. C. All Debts of the Mortgage shall be deleted and replaced with the following language:

4.C. All Debts. All present and future debts from PWV Real Estate, LLC and Hartwick Marina, Inc. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

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 September 28, 2023.

MORTGAGOR:

PWV Real Estate, LLC

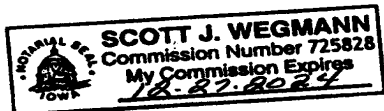
By: Patrick M. Vance Date: 9-28-2023
Patrick M Vance, Member/Manager

By: Wendy A Vance Date: 9-28-2023
Wendy A Vance Member/Manager

MORTGAGOR NOTARIZATION

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

This instrument was acknowledged before me on 9-28-2023, by Patrick M Vance and Wendy A Vance, as a Member/Manager of PWV Real Estate, LLC.



Scott J. Wegmann
NOTARY PUBLIC IN THE STATE OF Iowa
My commission expires: 12-27-2024