

Recorded: 2/2/2024 at 9:18:57.0 AM
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: 2024 PG: 264

(Space Above This Line For Recording Data)

THIS INSTRUMENT PREPARED BY: Kayla Brunsmann, Collins Community Credit Union, whose address is 1005 Blairs Ferry Rd NE Cedar Rapids, IA 52402, and whose telephone number is (800)475-1150
WHEN RECORDED RETURN TO: Kayla Brunsmann, Collins Community Credit Union ATTN: Commercial Services, whose address is 1005 Blairs Ferry Rd NE Cedar Rapids, IA 52402

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 31st day of January, 2024, between Noleshawk Investments, LLC, an Iowa Limited Liability Company, whose address is 4255 Morelle Rd NE, Cedar Rapids, Iowa 52411-6740 ("Mortgagor"), and Collins Community Credit Union whose address is 1005 Blairs Ferry Road NE, Cedar Rapids, Iowa 52402 ("Lender").

Collins Community Credit Union and Mortgagor entered into a Mortgage dated December 28, 2021 and recorded on December 29, 2021, in Book 2021, Page 4520, in the records of the County of Delaware, State of Iowa ("Mortgage"). The Mortgage covers the following described real property:

Address: 24936 208th Ave, Manchester, Iowa 52057

Legal Description: Lots Seven (7) and Eight (8) of Logan's Second Subdivision of Part of the South one-half (S 1/2) of Section Fourteen (14) and Part of the Northeast Quarter (NE 1/4) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 55; also all lake frontage running to center of Maquoketa River bed, with respect to said Lots Seven (7) and Eight (8), between the extension of the Lot lines of said Lots Seven (7) and Eight (8).

Parcel ID/Sidwell Number: 250-14-04-009-00

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase mortgage secured amount to \$872,700.00.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

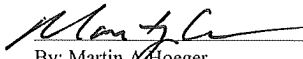
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Noleshawk Investments, LLC


By: Martin A. Hoeger
Its: Manager

BUSINESS ACKNOWLEDGMENT


STATE OF IOWA

COUNTY OF Linn

This instrument was acknowledged on the 31st day of JAN, 2024, by Martin A Hoeger, Manager on behalf of Noleshawk Investments, LLC, an Iowa Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 11-12-2025


Linn County, IA



LENDER: Collins Community Credit Union


By: Jeffrey J. Hines
Its: Vice President of Commercial Services

BUSINESS ACKNOWLEDGMENT


STATE OF IOWA

COUNTY OF Linn

This instrument was acknowledged on the 31st day of Jan, 2024, by Jeffrey J. Hines, Vice President of Commercial Services on behalf of Collins Community Credit Union, a(n) State Credit Union, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 5-14-25


Linn, County, IA

(Official Seal)

