

Recorded: 12/3/2024 at 1:03:42.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2024 PG: 3007

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**FOR RECORDER'S USE ONLY**

Prepared By: RYAN EADES, SMALL BUSINESS BANKING ASSISTANT, DUBUQUE BANK AND TRUST COMPANY, A DIVISION OF HTLF BANK, 700 LOCUST STREET, SUITE 170, DUBUQUE, IA 52001, (563) 589-2000

**RECORDATION REQUESTED BY:**

DUBUQUE BANK AND TRUST COMPANY, A DIVISION OF HTLF BANK; MAIN BANK; 700 LOCUST STREET, SUITE 170; DUBUQUE, IA 52001

**WHEN RECORDED MAIL TO:**

DUBUQUE BANK AND TRUST COMPANY, A DIVISION OF HTLF BANK; MAIN BANK; 700 LOCUST STREET, SUITE 170; DUBUQUE, IA 52001

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**MODIFICATION OF MORTGAGE**



\*0740\*

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 2 of this Modification. The legal description can be found on page 2 of this Modification. The parcel identification number can be found on page 2 of this Modification. The related document or instrument number can be found on page 2 of this Modification.

**THIS MODIFICATION OF MORTGAGE** dated November 8, 2024, is made and executed between ROGUE PARTNERS, LLC, whose address is 20681 FROST CT, LAKEVILLE, MN 55044; A MINNESOTA LIMITED LIABILITY COMPANY (referred to below as "Grantor") and DUBUQUE BANK AND TRUST COMPANY, A DIVISION OF HTLF BANK, whose address is 700 LOCUST STREET, SUITE 170, DUBUQUE, IA 52001 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 5, 2023 (the "Mortgage") which has been recorded in DELAWARE County, State of Iowa, as follows:

**MODIFICATION OF MORTGAGE  
(Continued)**

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**RECORDED ON DECEMBER 05, 2023 IN DELAWARE COUNTY, IOWA IN BOOK #2023 PAGE #3043.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in DELAWARE County, State of Iowa:

Lots Fifty Seven (57), Fifty Eight (58), Fifty Nine (59), Sixty (60) and Sixty One (61) of Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, except that part of Lots Fifty Seven (57) and Fifty Eight (58) described as commencing at a point one hundred seventeen (117) feet East of the Southwest corner of said Lot Fifty Seven (57), and running thence East one hundred fifty (150) feet, thence North one hundred fifty (150) feet, thence West one hundred fifty (150) feet, thence South one hundred fifty (150) feet to the point of beginning.

The Real Property or its address is commonly known as 208 QUAKER MILL DRIVE, MANCHESTER, IA 52057. The Real Property tax identification number is 630203202300; 630203202400; 630203202500. The Real Property parcel identification number is 630203202300; 630203202400; 630203202500.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

This Mortgage is hereby modified to reflect an extension to November 14, 2025 of the maturity date of that certain \$543,000.00 promissory note dated as of November 14, 2023 and secured thereby.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**COUNTERPARTS AND LEGALLY BINDING SIGNATURES.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Even though the parties agree that such signatures are legally enforceable and intended to be effective for all purposes, the signing parties agree to promptly deliver to Lender the original document bearing an original manual signature, if requested by Lender in its sole discretion, in order to reduce the risk of fraud, comply with potentially applicable regulations, or for other operational or risk management purposes. This document may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one document. When this provision is set forth in a promissory note or other negotiable instrument, the term "document" as used in this provision shall mean "instrument".

**MODIFICATION OF MORTGAGE  
(Continued)**

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**ELECTRONIC SIGNATURES AND TRANSMISSION OF DOCUMENTS.** This document shall be valid, binding, and enforceable against a party when executed by an authorized individual on behalf of the party by means of (i) an electronic signature that complies with the federal Electronic Signature in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each party or person signing this agreement (referred to in this paragraph as "you") agrees that Lender may, in its sole discretion, rely upon any document, report, financial statement, tax return, agreement or other communication ("Document") physically delivered to Lender by mail, hand delivered or delivery service which Lender in good faith believed was sent by you or any of your representatives or employees. Similarly, Lender may, in its sole discretion, rely upon any Document sent by email, facsimile or other electronic means to Lender which Lender in good faith believed was sent by you or any of your representatives or employees. Lender may treat the Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by you. Lender may from time to time in its sole discretion reject any such Document and require a signed original, or require you to provide acceptable authentication of any such Document before accepting or relying on same. You understand and acknowledge that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons, and you agree that by sending Documents by electronic means, you shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, 2024.**

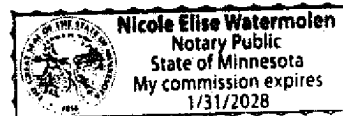
**GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.**

**GRANTOR:**

**ROGUE PARTNERS, LLC**

By:

  
**JUSTIN HANS FELIX, Member of ROGUE PARTNERS, LLC**



**ROGUE EQUITIES LLC, Member of ROGUE PARTNERS, LLC**

By:

  
**BRIAN ANDREW LUBINSKI, Member of ROGUE EQUITIES LLC**

MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

DUBUQUE BANK AND TRUST COMPANY, A DIVISION OF HTLF BANK

X [Signature]  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

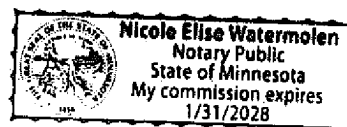
STATE OF Minnesota

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) SS

COUNTY OF Scott

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This record was acknowledged before me on November 27<sup>th</sup>, 2024 by JUSTIN  
HANS FELIX, Member of ROGUE PARTNERS, LLC.

[Signature]  
Notary Public in and for the State of MN  
My commission expires 1/31/28

MODIFICATION OF MORTGAGE  
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

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COUNTY OF Scott

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This record was acknowledged before me on November 26, 2024 by BRIAN  
ANDREW LUBINSKI, Member of ROGUE EQUITIES LLC, Member of ROGUE PARTNERS, LLC.

Nicole Elise Watermolen  
Notary Public in and for the State of MN

My commission expires 1/31/2028

LENDER ACKNOWLEDGMENT

STATE OF Iowa

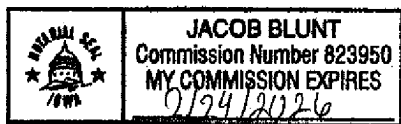
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COUNTY OF Dubuque

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This record was acknowledged before me on November 26, 2024 by Brandon  
Lynch as Vice President of DUBUQUE BANK AND TRUST COMPANY, A  
DIVISION OF HTLF BANK.



Jacob Blunt  
Notary Public in and for the State of IA

My commission expires 2/24/2026