

Recorded: 12/20/2024 at 11:36:29.0 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: 3177

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

AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

This Amendment to Assignment of Leases and Rents (the “Amendment”), is made and entered into by Repeats Consignment, L.L.C. an Iowa Limited Liability Company (the “Assignor”) and COMMUNITY SAVINGS BANK (the “Lender”), as of the date set forth below.

RECITALS

- A. Assignor executed an Assignment of Leases and Rents, originally dated November 1, 2024 (as may be amended and/or restated, the “Amendment”). The land and property subject to the Amendment is legally described in 4.C. as:
- That part of Lots Ninety (90) and Ninety One (91), Manchester, Iowa, according to plat recorded in Book I L.D., Page 284, described as commencing at a point twenty two (22.0) feet South of the Northeast corner of said Lot Ninety One (91), thence West one hundred twelve (112.0) feet, thence South thirty seven (37.0) feet, thence East one hundred twelve (112.0) feet, thence North thirty seven (37.0) feet to the point of beginning
- B. The Assignment of Leases and Rents was originally recorded in the office of the Recorder for Delaware County, Iowa, on November 4, 2024 in Book 2024 at Page 2758.
- C. Assignor and Lender have agreed to certain modifications to the Assignment of Leases and Rents as described below.

TERMS OF AGREEMENT

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

Correction of Legal Description Assigned. The following described real estate is hereby Amended to the land and property being granted, bargained, warranted, conveyed and assigned by Assignor to Lender under Section 4.C of the Assignment of Leases and Rents:

That part of Lots Ninety (90) and Ninety One (91), Manchester, Iowa, according to plat recorded in Book I L.D., Page 284, described as commencing at a point twenty two (22.0) feet South of the Northeast corner of said Lot Ninety One (91), thence West one hundred twelve (112.0) feet, thence South thirty seven (37.0) feet, thence East one hundred twelve (112.0) feet, thence North thirty seven (37.0) feet to the point of beginning,
and
also all interest in the wall on the following described premises, to wit: Commencing at a point 21 feet South of the Northeast corner of Lot 91, running thence West 112 feet, thence South 1 foot, thence East 112 feet, thence North 1 foot, to the point of beginning, all in Delaware County, Iowa; these are two store front properties commonly known as 116 North Franklin Street and 118 Franklin Street, in the City of Manchester, Iowa; this description contains two buildings and two store fronts.

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Assignment of Leases and Rents remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the

Assignment of Leases and Rents. All warranties and representations contained in the Assignment of Leases and Rents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Secured Debts continues as security. 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 Assignor 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. Assignor hereby acknowledges the receipt of a copy of the Amendment to Assignment of Leases and Rents together with a copy of each promissory note secured hereby.

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 exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned have executed the Amendment as of 12-18-2024, 2024.

ASSIGNOR:

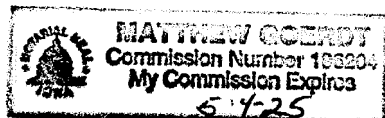
Repeats Consignment, L.L.C.
An Iowa Limited Liability Company

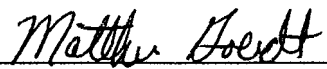
By: 
Kayla J. Kammiller, Member

Date: 12/18/24

STATE OF Iowa)
) ss.
COUNTY OF Dubuque)

This instrument was acknowledged before me on 12-18, 2024 by Kayla Kammiller




NOTARY PUBLIC IN THE STATE OF IOWA
My commission expires: 5-4-2025

