

Recorded: 3/11/2025 at 12:29:09.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 616

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THIS INSTRUMENT PREPARED BY: Jenny Larios, Hills Bank and Trust Company, whose address is 131 E Main St. PO Box 160, Hills, IA 52235, and whose telephone number is (800)445-5725

WHEN RECORDED RETURN TO: Jenny Larios, Hills Bank and Trust Company, whose address is 131 E Main St. PO Box 160, Hills, IA 52235

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 27th day of February, 2025, between Behel & Mensen Properties LLC, an Iowa Limited Liability Company, whose address is 6051 Ridgewood Meadows Ln NE, Cedar Rapids, Iowa 52411 ("Mortgagor"), and Hills Bank and Trust Company whose address is 131 E. Main St., Hills, Iowa 52235 ("Lender").

Hills Bank and Trust Company and Mortgagor entered into a Mortgage dated March 14, 2023 and recorded on April 12, 2023, in Book 2023, Page 775, in the records of the County of Delaware, State of Iowa ("Mortgage"). The Mortgage covers the following described real property:

Address: 20635 262nd St, Delhi, Iowa 52223

Legal Description: Lot Seventy (70) of "Clair-View Acres at Delhi, Iowa" in Sections 23 and 26, Milo Township, Delaware County, Iowa, according to plat recorded in Book 2, Plats, Page 200 AND Lot 31 located at Freddy's Beach Road 2nd Addition according to the subdivision plat recorded in Book 2021 at Page 2517 in the office of the Delaware County Recorder being part of Sections 23 and 26 of Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa, subject to the rights of the public in all public highways and to all easements of record

Parcel ID/Sidwell Number: 250-23-07-115-00

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:

- Said Mortgage is modified to increase the Open-End Feature to said mortgage from \$35,000.00 to \$185,000.00.

Additionally, the Open-End Feature of said mortgage is hereby modified to read as follows:

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$185,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS..

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.

ELECTRONIC SIGNATURES - Each of the parties to this Agreement may execute and deliver this Agreement and any other agreements, documents, or instruments to be executed in connection with this Agreement by electronic means in accordance with, or as permitted under, any applicable law, including, without limitation, the Federal Electronic Signatures in Global and National Commerce Act, the Iowa Uniform Electronic Transactions Act (Iowa Code Chapter 554D, Subchapter 1) or any other similar state laws based on the Uniform Electronic Transactions Act. The parties will not raise any defenses or invoke any regulatory or statutory claim attempting to invalidate the enforceability of the documents to which the electronic signature is affixed.

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.

Behel & Mensen Properties LLC

Jason Behel
By: Jason Behel
Its: Member

Austin Mensen
By: Austin Mensen
Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Linn

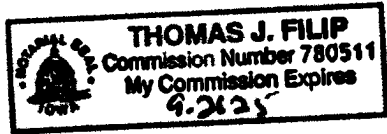
This instrument was acknowledged on the February 28, 2025, by Jason Behel, Member on behalf of Behel & Mensen Properties LLC, an Iowa Limited Liability Company, who personally appeared before me.

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

My commission expires: 9.26.25

Thomas J. Filip
Notary
Notary Public

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Linn

This instrument was acknowledged on the February 28 2015, by Austin Mensen, Member on behalf of Behel & Mensen Properties LLC, an Iowa Limited Liability Company, who personally appeared before me.

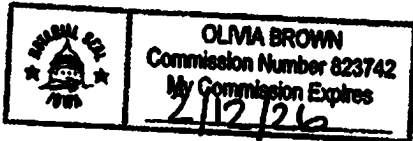
In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 2/12/26

Olivia Brown

Notary
Notary Public

(Official Seal)



LENDER: Hills Bank and Trust Company

[Signature]

By: TJ Filip
Its: Loan Officer

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Linn

This instrument was acknowledged on the February 28 2025, by TJ Filip, Loan Officer on behalf of Hills Bank and Trust Company, a(n) a Bank, who personally appeared before me.

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

My commission expires: 2/19/28

Emma Clemen

Notary
Notary Public

(Official Seal)

