



Book 2025 Page 1472

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(Space Above This Line For Recording Data)

THIS INSTRUMENT PREPARED BY: Dubuque, Capra Bank, Matthew Hillard, whose address is 955 Washington St Unit 107, Dubuque, IA 52001-2305, and whose telephone number is (888)332-2772
WHEN RECORDED RETURN TO: Dubuque, Capra Bank, whose address is 955 Washington St Unit 107, Dubuque, IA 52001-2305

COMMERCIAL REAL ESTATE MORTGAGE

NOTICE: This mortgage secures credit in the amount of \$2,000,000.00. 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.

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on June 5, 2025 between the mortgagor(s) ACC141, LLC, an Iowa Limited Liability Company, whose address is 3161 SE 22nd St, Des Moines, Iowa 50320-2413 ("Mortgagor"), and Capra Bank whose address is 955 Washington St Unit 107, Dubuque, Iowa 52001-2305 ("Lender"), which is organized and existing under the laws of the State of Iowa. Mortgagor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants, and conveys to Lender, its successors and assigns, forever, all of Mortgagor's right, title, and interest in and to the following described property located in the County of Delaware, State of Iowa:

Address: 600 E Fayette St, Manchester, Iowa 52057-1809

Legal Description: Lot 63 and 63 1/4, Manchester, Iowa, according to Plat Recorded in Book H.L.D. Pages 186-187.

Together with all easements, appurtenances, abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from QUECK CAPITAL MANAGEMENT, L.L.C. and ACC HOLDING, LLC ("Borrower") to Lender, howsoever created or arising, whether primary, secondary or contingent together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of \$2,000,000.00 evidenced by the promissory note dated June 5, 2025 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument



or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor or Borrower.

Future Advances. This Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

Maximum Amount Secured. Notwithstanding any other provision of this Security Instrument, the maximum amount of Indebtedness, exclusive of interest thereon, that may be secured at any one time is \$2,000,000.00.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. All insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 30 days' notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b)



the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

Nonpayment. Any failure to make payments as required under this Security Instrument, the Indebtedness, or any other Related Documents.

Noncompliance with Agreements; Cross Default. Failure to perform or keep any covenants, obligations, promises, or any other terms or conditions as required under this Security Instrument, Related Documents, or any other agreement that Mortgagor has with Lender.

False Statements. The making of any oral or written statement, assertion, representation, or warranty to Lender made in connection with or related to this Security Instrument or any of the Related Documents that is false or misleading in any material respect, either when made or becomes false or misleading thereafter.

Material Adverse Change. A material adverse change occurs in the financial condition, business, assets, or operations of Mortgagor that Lender reasonably believes impairs or negatively affects the ability or likelihood of payment or performance required under the Security Instrument or Related Documents. A material adverse change includes, without limitation, a change in 25% or more of the ownership of Mortgagor without the prior written consent of Lender or the sale, transfer, or encumbrance of all or substantially all of Mortgagor's business or assets.

Termination of Existence. The dissolution, termination of existence, insolvency, bankruptcy, receivership proceedings, or discontinuation as a going concern of Mortgagor or Mortgagor's business.

Adverse Proceedings. A judgment, garnishment, lien, or similar encumbrance, proceeding, or item is filed, issued, placed upon, or levied against Mortgagor or any of Mortgagor's assets. The commencement of any



foreclosure, forfeiture, seizure, eminent domain, or condemnation proceedings or attempts by any creditor, governmental agency, or party to take any of Mortgagor's assets in which Lender has a lien.

Insecurity or Impairment of Rights. Lender reasonably and in good faith deems itself or the likelihood of performance under this Security Instrument to be insecure or reasonably determines that this Security Instrument, any Related Documents, or any rights or remedies thereunder are terminated, impaired, invalid, unenforceable, or otherwise ineffective for any reason at any time.

Collateral Impairment. Lender has a good faith belief that Lender's rights or ability to exercise its rights in the Property or its value are or will soon be impaired, or that the Property itself is or will soon be impaired. This includes failure to keep the Property insured as provided herein; failure to allow Lender to inspect the Property upon demand or at reasonable time; failure to make prompt payment of taxes on the Property; loss, theft, substantial damage, or destruction of the Property; and, when Property includes inventory, accounts, chattel paper, or instruments, failure of account debtors to pay their obligations in due course.

REMEDIES. Upon the occurrence of an Event of Default, Lender may exercise any of the following rights and remedies, in addition to any other rights or remedies available at law or in equity.

Maintain Property. Lender shall be entitled to make payments and incur expenses as necessary or advisable to preserve the Property, including but not limited to liens required to be paid by Mortgagor. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. Lender shall have the same rights of Mortgagor, if any, under any contract or agreement paid or any debt or lien discharged.

Waiver of Notice. IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Acceleration. Lender may immediately, or at its option, without notice to Mortgagor declare the entire Indebtedness due and payable, along with any other amounts owed to Lender.

Foreclosure. Lender may and is hereby authorized and empowered to foreclose this Security Instrument in accordance with applicable law. Lender may sell, lease, or otherwise dispose of the Property, by public or private proceedings, for cash or credit, without assumption of credit risk. Lender may sell all or any part of the Property, and one or more exercises of Lender's rights and powers granted herein shall not extinguish or exhaust the rights and powers unless and until all obligations are satisfied in full. If Mortgagor has lawfully waived notice, Lender will not provide any further notification of the sale. Lender or its designee may purchase the Property at any sale. Lender will execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided.

Application of Proceeds. The proceeds collected shall be applied, less costs and expenses incurred, to any Indebtedness secured hereby in such order and manner as Lender may determine, except as prohibited by law. After all Indebtedness and costs have been paid, any surplus will be rendered to the party or parties entitled to it.

Tenancy at Sufferance. If Mortgagor remains in possession of all or any portion of the Property after it is sold as provided herein or Lender otherwise becomes entitled to possession, Mortgagor shall become a tenant at sufferance and shall either be responsible to pay a reasonable rental rate for continued use of the Property or immediately vacate the Property upon demand by Lender.

Recovery of Costs and Expenses. Lender shall be entitled to recover all fees, costs, expenses, and amounts paid or incurred by Lender in protection of its interest in the Property or in enforcing or pursuing its rights and remedies provided hereunder or under any other Related Documents. The fees, costs, expenses, and amounts recoverable by Lender pursuant to this Security Instrument shall be added to and become a part of the Indebtedness payable to Lender immediately upon demand and shall accrue interest at the maximum interest rate available under any documents evidencing the Indebtedness from the date such fee, cost, expense, or amount was incurred.

Appointment of Receiver. Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor, unless notice is expressly required by applicable law. The receiver may serve without bond, if permitted by law, and employment by the Lender does not prohibit a receiver from serving.

Specific Performance. The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

Cumulative Remedies. All of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

REDEMPTION. If the Property is less than ten acres in size and this Security Instrument is foreclosed, Mortgagor agrees that Lender may reduce or extend the period of redemption after sale on foreclosure, to such



time as may be permitted under Chapter 628, Iowa Code or any other section of the Iowa Code, now in effect or as amended from time to time.

GENERAL WAIVERS. Mortgagor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any part or piece of the Property and/or any other collateral; (f) any defenses or claims relating to Lender's failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor, and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Security Instrument is intended to be both a real property mortgage and a security agreement within the meaning of the Uniform Commercial Code as adopted in the state where the Property is located and includes both real and personal property and all other rights and interests for any of the items specified above, whether tangible or intangible in nature, of Mortgagor in the Property. Mortgagor, by executing and delivering this Security Instrument hereby grants Lender a security interest in the Property as security for the Indebtedness, to the full extent that the Property may be subject to the Uniform Commercial Code. Mortgagor agrees that Lender may file this Security Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Security Instrument shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender upon Lender's request any financing statements that Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Security Instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Security Instrument. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Security Instrument to the extent permitted by law.

ASSIGNABILITY. Lender may assign or otherwise transfer any or all of its rights or obligations under this Security Instrument without notice to Mortgagor. Any assignee will have the same rights as Lender. Mortgagor may not assign this Security Instrument or any of its rights or obligations hereunder without the prior express written consent of Lender.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Mortgagor.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage or with a nationally recognized overnight courier service; (ii) it is sent via electronic mail; (iii) it is sent via facsimile; (iv) it is received if personally delivered; or (v) it is received if delivered through any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

NO WAIVER. No failure or delay of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power, or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power, or privilege. No failure or delay to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time,



before or after an event of default, to demand strict adherence to the terms of this Security Instrument. If Lender waives or delays enforcing a right, Lender may still enforce the same right later.

JOINT AND SEVERAL LIABILITY. All obligations and liabilities of Mortgagor under this Security Instrument are joint and several.

SEVERABILITY. If any term is invalid or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of all obligations of Mortgagor.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Except to the extent prohibited by law, Mortgagor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Security Instrument or the relationship between the parties. Included in the fees that Lender may recover from Mortgagor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Property (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

GOVERNING LAW. This Security Instrument shall be governed by and construed under the laws of the State of Iowa, except to the extent that federal law controls.

COUNTERPARTS. This Security Instrument may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Security Instrument.

INTEGRATION AND AMENDMENT. This Security Instrument, along with any of the Related Documents, encompasses the entire understanding and agreement of the parties with respect to the matters set forth in this Security Instrument. There is no other promise, understanding, agreement, usage, or course of dealing, either oral or written, that affects it. This Security Instrument supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Security Instrument. Any modifications or alterations to this Security Instrument must be in writing and executed by those parties burdened by the modification or alteration.

ORAL AGREEMENTS DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SECURITY INSTRUMENT 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 SECURITY INSTRUMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN SECURITY INSTRUMENT.



By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

ACC141, LLC

By: TODD M QUECK
Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Dallas

This instrument was acknowledged on the 6/5/25, by TODD M QUECK, Member on behalf of ACC141, LLC, an Iowa Limited Liability Company, who personally appeared before me.

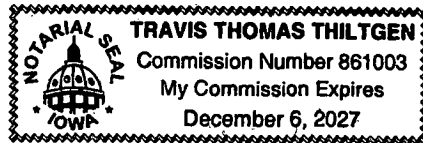
In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 12/6/27

Tm TR

Dallas County, IA

(Official Seal)



(Space Above This Line For Recording Data)

THIS INSTRUMENT PREPARED BY: Dubuque, Capra Bank, Matthew Hillard, whose address is 955 Washington St Unit 107, Dubuque, IA 52001-2305, and whose telephone number is (888)332-2772
WHEN RECORDED RETURN TO: Dubuque, Capra Bank, whose address is 955 Washington St Unit 107, Dubuque, IA 52001-2305

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on June 5, 2025, between ACC141, LLC, an Iowa Limited Liability Company, whose address is 3161 SE 22nd St, Des Moines, Iowa 50320-2413 ("Assignor") and the assignee, Capra Bank, whose address is 955 Washington St Unit 107, Dubuque, Iowa 52001-2305 ("Lender"), which is organized and existing under the laws of the State of Iowa. Assignor, in consideration of loans extended by Lender up to a maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) and for other valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns, and sets over to Lender all right, title and interest in and to (a) all leases, rental agreements, use agreements, and any other contracts, agreements, arrangements, or understandings, whether oral or written, whether now existing or hereafter entered into, for any lease, occupancy, renting, or other use arising from or relating to all or any party of the Property; (b) any and all extensions, renewals, modifications, and amendments thereto or thereof; (c) any guaranties for the payment and/or performance thereof; and (d) any and all rights, benefits, payments, products, and proceeds therefrom, including without limitation, Assignor's right to enforce any and all rights thereunder and receive and collect any payments or amounts owing therefrom (singularly referred to as a "Lease" and collectively referred to as the "Leases"); and rents, issues, profits, privileges revenue, income, royalties, cash, accounts receivable, security deposits, advance rentals, and any other benefit, amounts, payments, or proceeds, due and to become due under the Leases (the "Rents") arising from or relating to all or any part of the following described real property:

Address: 600 E Fayette St, Manchester, Iowa 52057-1809

Legal Description: Lot 63 and 63 ½, Manchester, Iowa, according to Plat Recorded in Book H.L.D. Pages 186-187.

("Property") which secures the following:

- Loan evidenced by a promissory note dated June 5, 2025 with a principal amount of \$2,000,000.00

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Assignment whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from QUECK CAPITAL MANAGEMENT, L.L.C. and ACC HOLDING, LLC to Capra Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Assignment and all Related Documents (hereinafter all referred to as the "Indebtedness").

OBLIGATIONS OF ASSIGNOR. Assignor shall provide true and accurate copies of any or all Leases, as well as any such other documents or information as may be requested by Lender. Assignor shall operate and perform its obligations under the Leases consistent with the terms and provisions of this Assignment and shall not take or fail to take such actions which may result in a default or termination of the Leases or otherwise reduce, impair, or diminish the value of any Lease or the Rents thereunder. Assignor shall notify Lender immediately in writing upon any default, cancellation, termination, or any other notices received or provided in accordance with the terms of any Lease. So long as the Indebtedness remains unpaid, Assignor shall not, without the written consent of Lender: (a) cancel any Leases; (b) accept the surrender of any Leases; (c) modify or alter any Leases in any way,



either orally or in writing; (d) reduce the rent set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leases, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other disposition of any Leases, or of the Rents. Any of the above acts, if done without the written consent of Lender shall be null and void, and shall constitute a default under the Assignment and the Related Documents. Upon request by Lender, Assignor will notify any lessees, sublessees, or other obligors under the Leases in writing, in such form and substance as Lender deems acceptable, of the assignment of the obligations under the Leases to Lender. Should Assignor fail to provide such notices, Lender may send or forward any such notices, either in Lender's name or in Assignor's name, to any or all lessees, sublessees, or obligors under the Leases.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) Assignor is, and for the duration of this Assignment, will continue to be the legal and beneficial owner of the Leases and Rents; (b) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Lender (c) the Leases are valid and enforceable and no default exists under the Leases; (d) Assignor is entitled to receive all the Rents and to enjoy all the Rents and benefits mentioned herein and assigned hereby; (e) said Rents have not been sold, assigned, transferred, or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred, or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment; and (f) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Lender the rights, interests, powers, and authorities herein granted and conferred.

NO LIABILITY OF LENDER. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by any reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair, or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger. Assignor's obligations and liabilities pursuant to this provision shall survive the cancellation of this Assignment and shall survive Lender's exercise of any of its rights and remedies provided for under this Assignment or otherwise provided by law.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Lender agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the Rents hereby assigned, but shall permit Assignor to collect all such Rents from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

Nonpayment. Any failure to make payments as required under this Assignment, the Indebtedness, or any other Related Documents.

Noncompliance with Agreements; Cross Default. Failure to perform or keep any covenants, obligations, promises, or any other terms or conditions as required under this Assignment, Related Documents, or any other agreement that Assignor has with Lender.

False Statements. The making of any oral or written statement, assertion, representation, or warranty to Lender made in connection with or related to this Assignment or any of the Related Documents that is false or misleading in any material respect, either when made or becomes false or misleading thereafter.

Material Adverse Change. A material adverse change occurs in the financial condition, business, assets, or operations of Assignor that Lender reasonably believes impairs or negatively affects the ability or likelihood of payment or performance required under the Assignment or Related Documents. A material adverse change includes, without limitation, a change in 25% or more of the ownership of Assignor without the prior written consent of Lender or the sale, transfer, or encumbrance of all or substantially all of Assignor's business or assets.

Termination of Existence. The dissolution, termination of existence, insolvency, bankruptcy, receivership proceedings, or discontinuation as a going concern of Assignor or Assignor's business.

Adverse Proceedings. A judgment, garnishment, lien, or similar encumbrance, proceeding, or item is filed, issued, placed upon, or levied against Assignor or any of Assignor's assets. The commencement of any foreclosure, forfeiture, seizure, eminent domain, or condemnation proceedings or attempts by any creditor, governmental agency, or party to take any of Assignor's assets in which Lender has a lien.

Insecurity or Impairment of Rights. Lender reasonably and in good faith deems itself or the likelihood of performance under this Assignment to be insecure or reasonably determines that this Assignment, any Related Documents, or any rights or remedies thereunder are terminated, impaired, invalid, unenforceable, or otherwise ineffective for any reason at any time.

REMEDIES. Upon the occurrence of an Event of Default, Lender may exercise any of the following rights and remedies, in addition to any other rights or remedies available at law or in equity.



Modify Leases and Rents. Lender may: (a) make, enforce, and modify any of the Leases; (b) fix or modify Rents; (c) repair, maintain, and improve the Property; (d) employ contractors, subcontractors, and workmen in and about the Property; (e) obtain and evict tenants; and (f) employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Lender's rights hereunder and pay the reasonable fees and expenses thereof.

Collection of Rents. Lender shall have the right, without notice to Assignor, to require Assignor, tenant, or any other user of the Property to make payments of Rents directly to Lender. Lender can enforce this right directly, by an agent, or through a court appointed receiver. Payments of Rents made directly to and based on request from Lender will fulfill the respective obligations for which the payments were intended. Assignor hereby irrevocably appoints and designates Lender as Assignor's attorney-in-fact for purposes of receiving, endorsing, negotiating, and collecting any Rents in the name of Assignor.

Reclaim Property. Lender, either in Lender's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of, and manage and operate the Property, and each and every part thereof. Assignor waives any right that Assignor may have, in such instance, to a judicial hearing prior to such retaking. Lender shall have the right to hold any property then in or upon said Property at the time of repossession not covered by the security agreement until return is demanded in writing by Assignor.

Maintain Property. Lender shall be entitled to make payments and incur expenses as necessary or advisable to preserve the Property, including but not limited to liens required to be paid by Assignor. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. Lender shall have the same rights of Assignor, if any, under any contract or agreement paid or any debt or lien discharged.

Acceleration. Lender may immediately, or at its option, without notice to Assignor declare the entire Indebtedness due and payable, along with any other amounts owed to Lender.

Application of Proceeds. The proceeds collected shall be applied, less costs and expenses incurred, to any Indebtedness secured hereby in such order and manner as Lender may determine, except as prohibited by law. After all Indebtedness and costs have been paid, any surplus will be rendered to the party or parties entitled to it.

Recovery of Costs and Expenses. Lender shall be entitled to recover all fees, costs, expenses, and amounts paid or incurred by Lender in protection of its interest in the Property or in enforcing or pursuing its rights and remedies provided hereunder or under any other Related Documents. The fees, costs, expenses, and amounts recoverable by Lender pursuant to this Assignment shall be added to and become a part of the Indebtedness payable to Lender immediately upon demand and shall accrue interest at the maximum interest rate available under any documents evidencing the Indebtedness from the date such fee, cost, expense, or amount was incurred.

Appointment of Receiver. Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Assignor hereby irrevocably consents to such appointment and waives notice of any application therefor, unless notice is expressly required by applicable law. The receiver may serve without bond, if permitted by law, and employment by the Lender does not prohibit a receiver from serving.

Specific Performance. The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Assignment. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

Cumulative Remedies. All of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

GENERAL WAIVERS. To the extent permitted by law, Assignor waives notice of Lender's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE LENDER EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO LENDER. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Lender without investigation as to the reason for any action taken by Lender or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Lender, of any amounts to be paid to Lender. Lender's sole signature shall be sufficient for the exercise of any right under this Assignment and Lender's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Lender.



ASSIGNABILITY. Lender may assign or otherwise transfer any or all of its rights or obligations under this Assignment without notice to Assignor. Any assignee will have the same rights as Lender. Assignor may not assign this Assignment or any of its rights or obligations hereunder without the prior express written consent of Lender.

SURVIVAL. Lender's rights in this Assignment will continue in its successors and assigns. This Assignment is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Assignor.

NOTICES. Unless otherwise required by applicable law or provided under this Assignment, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage or with a nationally recognized overnight courier service; (ii) it is sent via electronic mail; (iii) it is sent via facsimile; (iv) it is received if personally delivered; or (v) it is received if delivered through any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

NO WAIVER. No failure or delay of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power, or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power, or privilege. No failure or delay to demand strict adherence to the terms of this Assignment shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Assignment. If Lender waives or delays enforcing a right, Lender may still enforce the same right later.

JOINT AND SEVERAL LIABILITY. All obligations and liabilities of Assignor under this Assignment are joint and several.

SEVERABILITY. If any term is invalid or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of all obligations of Assignor.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Except to the extent prohibited by law, Assignor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Assignment or the relationship between the parties. Included in the fees that Lender may recover from Assignor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Property (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

GOVERNING LAW. This Assignment shall be governed by and construed under the laws of the State of Iowa, except to the extent that federal law controls.

COUNTERPARTS. This Assignment may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Assignment.

INTEGRATION AND AMENDMENT. This Assignment, along with any of the Related Documents, encompasses the entire understanding and agreement of the parties with respect to the matters set forth in this Assignment. There is no other promise, understanding, agreement, usage, or course of dealing, either oral or written, that affects it. This Assignment supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Assignment. Any modifications or alterations to this Assignment must be in writing and executed by those parties burdened by the modification or alteration.

ORAL AGREEMENTS DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS ASSIGNMENT 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 ASSIGNMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN ASSIGNMENT.



By signing this Assignment, Assignor acknowledges reading, understanding, and agreeing to all its provisions.

ACC141, LLC

By: TODD M QUECK
Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Dallas

This instrument was acknowledged on the 6/5/27, by TODD M QUECK, Member on behalf of ACC141, 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: 12/6/25

T. Thiltgen

Dallas County, IA

(Official Seal)

