

Recorded: 9/9/2025 at 2:31:33.0 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: 2425

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(Space Above This Line For Recording Data)

**THIS INSTRUMENT PREPARED BY:** Gina Kos, 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:** Gina Kos, Hills Bank and Trust Company, whose address is 131 E Main St. PO Box 160, Hills, IA 52235

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## **MODIFICATION AGREEMENT - MORTGAGE**

**THIS MODIFICATION AGREEMENT ("Agreement")** is made this 4th day of September, 2025, between Denny Lee Burke Revocable Living Trust dated October 24, 2016, an Iowa Trust, whose address is 9700 Blairs Ferry Rd, Cedar Rapids, Iowa 52411, and whose trustee is Denny L Burke ("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 October 20, 2010 and recorded on October 27, 2010, in Book 2010, Page 3332, in the records of the County of Delaware, State of Iowa ("Mortgage"). The Mortgage covers the following described real property:

Address: See Exhibit A

Legal Description: See Exhibit A

Parcel ID/Sidwell Number: Multiple

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:

- Maturity Date of said mortgage is hereby modified from 10/20/2035 to 09/04/2050; and Said Mortgage is modified to increase the Open-End Feature to said mortgage from \$1,200,000.00 to \$1,504,700.00. Additionally, the open-end feature of said mortgage is hereby modified to read as follows: **NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$1,504,700.00. 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.

Denny Lee Burke Revocable Living Trust dated October 24, 2016



Denny L. Burke  
Trustee for Denny Lee Burke Revocable Living Trust  
dated October 24, 2016

TRUST ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Linn

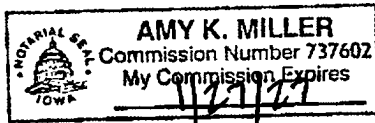
This instrument was acknowledged on the Sept 5, 2025, by Denny L Burke, Trustee on behalf of Denny Lee Burke Revocable Living Trust dated October 24, 2016, an Iowa Trust, who personally appeared before me.

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

My commission expires: 11/27/27

Amy K. Miller  
Notary  
Notary Public

(Official Seal)



LENDER: Hills Bank and Trust Company

Amy Miller  
By: Amy Miller  
Its: Loan Officer

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Linn

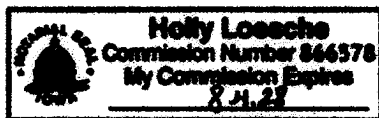
This instrument was acknowledged on the Sept. 5, 2025, by Amy Miller, Loan Officer on behalf of Hills Bank and Trust Company, a(n) a Bank, who personally appeared before me.

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

My commission expires: 8.4.28

Holly Loesche  
Notary  
Notary Public

(Official Seal)



## **Exhibit A**

### **605 E Main St, Manchester, IA**

Units 605-1, 605-2, 605-3, 605-4, 605-5, 605-6, 605-7, 605-8, 605-9, 605-10, 605-11, 605-12, 605-13, 605-14, 605-15 and 605-16 together with an undivided percentage interest in and to the common areas and facilities appurtenant thereto, all as appears of record and on land described in the Declaration of Submission of Property To Horizontal Property Regime dated November 22, 2005 and filed of record December 28, 2005, in Book 2005, Page 4531, Records of Delaware County, located on land known as Lots One Hundred Sixty Seven (167) and One Hundred Seventy Six (176) and the vacated alley between said Lots, and that part of vacated Delaware Street lying West of the East line of Lot One Hundred Seventy Six (176) extended and East of the West line of Potter Street, and the East One-half (E 1/2) of that part of vacated Potter Street lying South of the South line of Main Street and North of the North line of Delaware Street, and that part of Potter Street lying West of Lot Two Hundred Eighteen (218), all in the City of Manchester, Iowa, according to plat recorded in Book I L.D., Page 284;

### **110 McCarren Dr, Manchester, IA**

Units 110-1, 110-2, 110-3, 110-4, 110-5, 110-6, 110-7, 110-8, East Gate Condominiums, according to the Declaration of Submission To Horizontal Property Regime dated 12/22/2005, recorded 12/28/2005, in Book 2005, Page 4530, records of Delaware County, located on land known as Parcel H, part of the SW 1/4 SE 1/4, Sec. 28 T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2003, Page 2290, and amended plat recorded in Book 2003, Page 2497;

### **114 McCarren Dr, Manchester, IA**

Units 114-9, 114-10, 114-11, 114-12, 114-13, 114-14, 114-15, 114-16, East Gate Condominiums, according to the Declaration of Submission To Horizontal Property Regime dated 12/22/2005, recorded 12/28/2005, in Book 2005, Page 4530, records of Delaware County, located on land known as Parcel H, part of the SW 1/4 SE 1/4, Sec. 28 T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2003, Page, 2290, and amended plat recorded in Book 2003, Page 2497.