Recorded: 10/1/2025 at 12:13:30.0 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: 2025 PG: 2627

AMENDMENT TO MORTGAGE
Recorder's Cover Sheet

Preparer Information:
Fuerste, Carew, Juergens & Sudmeier, P.C.
890 Main Street, Suite 200
Dubuque, Iowa 52001
(563) 556-4011
Attn: Stephan E. Alt

ORIGINAL

Taxpayer Information:
2372 180th Avenue, LLC
501 Tahoe Court
Farley, Iowa 52046

Return Document To:
Fuerste, Carew, Juergens & Sudmeier, P.C.
890 Main Street, Suite 200
Dubuque, Iowa 52001
Attn: Stephan E. Alt

Mortgagor/Grantor:
2372 180th Avenue, LLC

Mortgagee:
MidWest*One* Bank

Legal Description: See Exhibit "A"

Document or instrument number of previously recorded documents: Book 2024, Page 41

AMENDMENT TO
MORTGAGE

THIS AMENDMENT TO MORTGAGE dated September 29, 2025 ("Amendment to Mortgage), is made and executed between 2372 180TH AVENUE, LLC, an Iowa limited liability company, ("Grantor or Mortgagor") and MIDWEST*ONE* BANK ("Lender").

RECITALS

WHEREAS, Grantor previously executed that certain Mortgage dated January 4, 2024, in favor of Lender with respect to certain real property as described in Exhibit A, attached hereto and incorporated herein by this reference, which was recorded in the records of the Delaware County, Iowa Recorder on January 4, 2024, in Book 2024, Page 41 (as further amended from time to time, the "Mortgage") securing credit in the amount of One Million One Hundred Eighty Thousand and 00/100 Dollars ($1,180,000.00);

WHEREAS, as of the date hereof, Grantor has executed that certain Business Loan Agreement, as amended, restated, supplemented for modified from time to time, (the "Loan Agreement") pursuant to which Lender has agreed to make available to the Grantor certain credit facilities up to One Million Six Hundred Thousand and 00/100 Dollars ($1,600,000.00) (the "Loan");

WHEREAS, the Loan Agreement and the other Loan Documents (as that term is defined in the Loan Agreement), as they may be amended, supplemented, modified, restated, or replaced from time to time, are collectively referred to herein as the "Loan Documents"). Any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement; and

WHEREAS, a condition precedent to Lender's extension of the Loan to Grantor is the execution and delivery by Grantor of this Amendment to Mortgage to secure the Indebtedness described in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Grantor and Lender as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Loan Agreement.

2. Swap Cross-Collateral Provision. Grantor acknowledges and agrees that any and all Collateral (as defined in the Loan Agreement) granted to secure the Note shall also secure any and all Swap Indebtedness. Collateral means all property and assets granted as collateral security for the loan evidenced by the Note, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factors' lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract or otherwise.

3. Loan Documents. The terms and conditions recited and set forth in the Loan Documents are fully incorporated in this Mortgage and made a part hereof, and an Event of Default under any of the conditions or provisions of the Loan Documents shall constitute a default hereunder. Upon the occurrence of any such Event of Default, Lender may at its option declare the Indebtedness immediately due and payable, in which case all money expended shall be so much additional Indebtedness and any money expended in excess of the amount of the original principal shall be immediately due and payable with interest until paid at the Default Rate. Upon compliance with all of the terms, conditions and covenants of the Loan Documents, the Loan Documents and the terms of this Section shall become null and void and of no further force and effect. In the event of a conflict

between the terms of the Loan Documents and this Mortgage, the provisions of the Loan Documents shall apply and take precedence over this Mortgage.

4. Acknowledgment, Continuance and Reaffirmation of Mortgage. Grantor hereby acknowledges and agrees that: (a) the Mortgage is a valid and enforceable lien upon the Property; (b) the Mortgage, and each of the terms and conditions set forth therein, as amended by this Amendment, remains in full force and effect; (c) the Mortgage secures the obligations and credit described in the Mortgage, as amended by this Amendment, and as further described in the Loan Documents; (d) the Mortgage, as amended by this Amendment, shall be binding on any successors and assigns of the parties hereto; and (e) this Amendment represents the final agreement between the parties hereto as the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto and there are no unwritten oral agreements between the parties hereto.

5. Reaffirmation. Grantor hereby expressly reaffirms each of the representations, warranties and covenants set forth in the Mortgage, as amended by this Amendment.

6. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa applicable to agreements made and wholly performed within such state.

7. Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Dubuque County, State of Iowa.

8. Incorporation of Recitals. The Recitals to this Amendment are true, correct, and incorporated herein by reference.

9. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

11. Headings. The descriptive headings in this Amendment are inserted for convenience of reference only and shall not affect the construction of this Amendment. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entity, person or persons may require.

12. Receipt of Signed Copy of Amendment. Grantor acknowledges receipt of a fully executed and completed copy of this Amendment.

[Signature Page Follows]

SIGNATURE PAGE TO AMENDMENT TO MORTGAGE

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment effective as of the day and year first written above.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AMENDMENT TO MORTGAGE, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS AMENDMENT TO MORTGAGE TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON SEPTEMBER 29, 2025.

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

GRANTOR:
2372 180TH AVENUE, LLC
an Iowa limited liability company

By: Darlene M. Kluesner
Name: Darlene M. Kluesner
Title: Member

LENDER:
MIDWEST*ONE* BANK

By:
Name: Patrick Hogrefe
Title: Regional President

STATE OF IOWA, COUNTY OF DUBUQUE) ss.

The foregoing instrument was acknowledged before me on September 29, 2025, by Darlene M. Kluesner, Member of 2372 180th Avenue, LLC, an Iowa limited liability company.

NOTARIAL SEAL IOWA
PATRICK D. HOGREFE
Commission Number 726573
My Commission Expires
3-10-2028

Notary Public in and for said State

STATE OF IOWA, COUNTY OF DUBUQUE) ss.

The foregoing instrument was acknowledged before me on September 29, 2025, by Patrick Hogrefe, Regional President of MidWest*One* Bank, Lender.

NOTARIAL SEAL IOWA
BETSY OSTWINKLE
Commission Number 777658
My Comm. Exp. 3/26/28

Notary Public in and for said State

Exhibit A
Legal Description

Lot Two (2) of Tschiggfrie's Subdivision, a Replat of State's Subdivision, Lots 1-3 and Lots 6-9 Through Lots 10-13, Except Parcel A, all in Section 9 - T88N - R5W, Delaware County, Iowa, according to plat recorded in Book 2009, Page 2162.

The following is being provided for informational purposes only: Parcel ID No.: 240090000510