Recorded: 10/20/2025 at 8:03:36.0 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: 2025 PG: 2783

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

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement (the **"Amendment"**), is made and entered into by TNK Enterprises, L.L.C. An Iowa Limited Liability Company (the **"Mortgagor"**) and Community Savings Bank (the **"Lender"**), as of the date set forth below.

Whereas, Mortgagor executed a mortgage dated April 28, 2025 (as amended and/or restated, the **"Mortgage"**). The "Property" subject to the Mortgage is legally described as:

The West four hundred (400) feet of that part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, lying North of the Illinois Central Railroad right of way, except the North two hundred thirty three (233) feet of the East one hundred (100) feet thereof

The property is located in DELAWARE County at 1001 EAST MAIN STREET, MANCHESTER, Iowa 52057.

Whereas, the Mortgage was recorded in the office of the Recorder for Delaware County, Iowa, on 4/30/2025, in BK: 2025 PG: 1086.

Whereas, Mortgagor and Lender have agreed to certain modifications to the Mortgage as outlined in this Amendment.

TERMS OF AGREEMENT

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

Change in Secured Amount. The following language shall be added to the Mortgage, or amended, as applicable: **"NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $560,000.00. 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."**

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to other indebtedness and/or future advances or credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. 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 Mortgagor 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. Mortgagor hereby acknowledges the receipt of a copy of the Amendment together with a copy of each promissory note secured hereby.

Authorization. Mortgagor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Mortgagor and have been duly authorized by all necessary organizational action.

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 appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment as of October 17, 2025.

MORTGAGOR:
TNK Enterprises, L.L.C.
an **Iowa Limited Liability Company**

_________________________ 10-17-25
Taz F Kammiller, Member Date

MORTGAGOR NOTARIZATION

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

This instrument was acknowledged before me on 10-17-2025, by Taz F Kammiller as a Members of TNK Enterprises, L.L.C.

NOTARIAL SEAL IOWA
SCOTT J. WEGMANN
Commission Number 725828
My Commission Expires
12-27-2027

____
NOTARY PUBLIC IN THE STATE OF Iowa
My commission expires: 12-27-2027