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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: 2784

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

ASSIGNMENT OF LEASES AND RENTS MODIFICATION AGREEMENT

This Assignment of Leases and Rents Modification Agreement (the “**Amendment**”), is made and entered into by TNK Enterprises, L.L.C. an Iowa Limited Liability Company (the “**Assignor**”) and Community Savings Bank (the “**Lender**”), as of the date set forth below.

Whereas, Assignor executed an Assignment of Leases and Rents dated April 28, 2025 (as amended and/or restated, the “**Amendment**”). The “**Property**” subject to the Assignment of Leases and Rents 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 Assignment of Leases and Rents was recorded in the office of the Recorder for Delaware County, Iowa, on 4/30/2025, as BK: 2025 PG: 1087.

Whereas, Assignor and Lender have agreed to certain modifications to the Assignment of Leases and Rents 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, Assignor and Lender agree as follows:

Change in Secured Amount. The following language shall be added to the Assignment of Leases and Rents, 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 Assignment of Leases and Rents remain in full force and effect in accordance with their terms, including any reference in the Assignment of Leases and Rents to other indebtedness and/or future advances or credit secured by the Assignment of Leases and Rents; and nothing herein will affect the priority of the Assignment. All warranties and representations contained in the Assignment of Leases and Rents 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 Assignor 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.

