

Recorded: 12/17/2025 at 2:49:18.0 PM
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: 3432

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 Coonrad Farm LLC (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 December 20, 2018 (as amended and/or restated, the "**Amendment**"). The "Property" subject to the Assignment of Leases and Rents is legally described as:

The North ½ of the Southwest ¼, except the cemetery contained therein, and the West ½ of the Southeast ¼ and all that part of the Southeast ¼ of the Southeast ¼ lying West of the State Road being 3 acres, more or less, all in Section 35, Township 90 North, Range 6 West of the 5th P.M., except Parcel C in the Northeast ¼ -Southwest ¼ Section 35, Township 90 North, Range 6 West Delaware County, Iowa, according to Corrective Plat of Survey recorded in Book 2001, Page 2083

The property is located in Delaware County at 1577 FIREFLY RD, DUNDEE, Iowa 52038.

Whereas, the Assignment of Leases and Rents was recorded in the office of the Recorder for Delaware County, Iowa, on 12/21/2018, in Book 2018, on Page 3598. Recorded on 7/9/2019, in Book 2019, on Page 1772.

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:

Remove section titled 4. LIMITATIONS ON CROSS-COLLATERALIZATION from said Assignment of Leases and Rents.

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 \$1,434,900. 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.

Receipt of Copy. Assignor hereby acknowledges the receipt of a copy of the Amendment together with a copy of each promissory note secured hereby.

Authorization. Assignor 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 Assignor 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 December 17, 2025.

ASSIGNOR:
COONRAD FARM LLC
an Iowa Limited Liability Company

Lamista L Meyer 12-17-25
Lamista L Meyer, LLC Member Date

Dale L Meyer 12/17/2025
Dale L Meyer, LLC Member Date

ASSIGNMENT OF LEASES AND RENTS NOTARIZATION

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

This instrument was acknowledged before me on 12/17/2025, by Lamista L Meyer and Dale L Meyer, as a Member of Coonrad Farm LLC.

Lisa Anne Maiers
NOTARY PUBLIC IN THE STATE OF Iowa
My commission expires: 1-19-2028

