

Recorded: 1/26/2026 at 10:27:00.0 AM
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: 2026 PG: 175

Do not write/type above this line. For filing purposes only.

RETURN TO Farm Credit Services of America 1301 W Main St
PREPARER: Manchester, Iowa 52057-2310

Morgan Schwake
(563) 927-3159

MORTGAGE MODIFICATION

Date: January 21, 2026

Grantor or Mortgagor (hereinafter "Grantor"):

CJH Farms, LLC, a Limited Liability Company
2655 155th St.
Earlville, IA 52041

Lender or Mortgagee (hereinafter "Lender"):

Farm Credit Services of America, FLCA
5015 S 118th Street, PO Box 2409
Omaha, NE 68103-2409

Legal Description of Land: See Exhibit A, attached

THE OBLIGATIONS SECURED HEREBY MAY PROVIDE FOR THE INTEREST RATE, PAYMENT TERMS, OR BALANCE DUE TO BE INDEXED, ADJUSTED, RENEWED OR RENEGOTIATED.

This instrument is dated and made effective as of the date specified above, between Grantor and Lender. Grantor and Lender are parties to the following described instrument (herein sometimes referred to as the "Existing Security Instrument"):

REAL ESTATE MORTGAGE dated January 18, 2021, filed January 19, 2021 in Book 2021, Page 240 as modified by a Partial Release of Mortgage dated September 12, 2023, filed September 12, 2023 in Book 2023, Page 2237.

as modified by a Partial Release of Mortgage dated June 3, 2024, filed June 4, 2024 in Book 2024, Page 1212.

as modified by a Partial Release of Mortgage dated June 23, 2025, filed June 23, 2025 in Book 2025, Page 1621.

Each capitalized term used in this instrument that is defined in the Existing Security Instrument will have the meaning specified in the Existing Security Instrument.

Grantor and Lender hereby agree to amend the Existing Security Instrument as set forth below.

Notwithstanding any term or provision in the Existing Security Instrument to the contrary, the latest date on which any Note(s), Credit Agreement(s), or other Loan Documents evidencing an Obligation matures is January 1, 2076.

Grantor represents and warrants to Lender as follows:

- (a) The execution, delivery and performance by Grantor of this instrument, are within Grantor's powers, have been duly authorized by all necessary company action and do not contravene Grantor's partnership agreement, articles of organization or operating agreement, as applicable, or any law or any contractual restriction binding on or affecting Grantor, or result in, or require, the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of the properties;
- (b) no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Grantor of this amendment;
- (c) this instrument constitutes, legal, valid and binding obligations of Grantor enforceable against Grantor in accordance with its terms;
- (d) No "Event of Default" as defined in the Existing Security Instrument has occurred and is continuing;

On and after the date hereof:

- (a) Each reference in the Existing Security Instrument to "this instrument", "hereunder" "hereof", "herein" or words of like import shall mean and be a reference to the Existing Security Instrument, as amended hereby;
- (b) except as specifically amended by this instrument and any prior amendments, the Existing Security Instrument shall remain in full force and effect and is hereby ratified and confirmed;
- (c) the execution, delivery and effectiveness of this instrument shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lender under the Existing Security Instrument or the other Loan Documents, nor constitute a waiver of any provision of the Existing Security Instrument or other Loan Documents; and
- (d) this amendment does not release or extinguish the Obligations.

GRANTOR HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, RELATED ENTITIES, AGENTS AND EMPLOYEES, RELATING OR PERTAINING TO OR AS A RESULT OF ANY ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS INSTRUMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION.

Certain terms defined in this instrument may not have been expressly defined in some Existing Security Instruments being modified. In such cases, those terms shall have the meaning as defined herein or, where applicable as defined in any Existing Security Instrument that includes such definitions. For Existing Security Instruments that do not include such definitions, the terms shall be interpreted in a manner consistent with their usage in this instrument and the applicable Existing Security Instrument in a manner favorable to Lender.

This instrument may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

This instrument shall be governed by, and construed in accordance with, the laws of the State of Nebraska, except that the law of the state of recording of Existing Security Instrument shall govern the perfection or enforcement of the liens and security interest created under this instrument, and except to

the extent expressly provided to the contrary in any loan document. In the event that any provision or clause of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the Loan Documents are declared to be severable.

Grantor shall pay on demand all costs and expenses incurred by Lender in connection with the preparation, execution, delivery, filing, and administration of this instrument (including, without limitation, legal fees incurred in connection with the preparation of this amendment and advising Lender and Lender as to their rights and the cost of any credit verification reports or field examinations of the Property or Grantor's books and records). Grantor's obligations to Lender and Lender under this paragraph shall survive termination of this instrument and repayment of the Obligations.

This instrument and all of the Loan Documents constitute the entire and complete understanding of the parties hereto and supersede all prior agreements and understandings relative to the subject matter hereof. This instrument may not be effectively amended, changed, altered or modified, except in writing executed by all parties. To the extent the provisions contained in this instrument are inconsistent with those contained in any other Loan Document, the terms and provisions contained herein shall control. Otherwise, such provisions shall be considered cumulative.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set out in the acknowledgment.

Grantor:

CJH Farms, LLC a Limited Liability Company

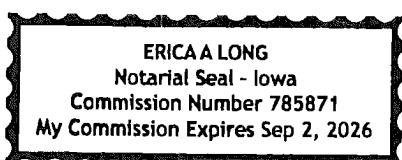
By: Curtis J. Honkomp
Curtis Joseph Honkomp, a Manager

LLC MANAGER ACKNOWLEDGMENT

STATE OF IOWA)
) ss
COUNTY OF DELAWARE)

On this 21st day of January, 2026, before me, a Notary Public, personally appeared Curtis Joseph Honkomp to me known to be the person(s) named in and who executed the foregoing instrument, who did say that they are the manager of CJH Farms LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the manager acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by them voluntarily executed.

(SFAI OR STAMP)



My commission expires Sept 2, 2026.

Erica A. Long
Erica A. Long

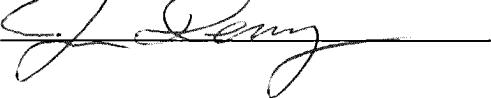
[Type or Print Notary's Name under Signature]

Notary Public in and for said County and State

Lender:

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed on the date set out in the acknowledgment.

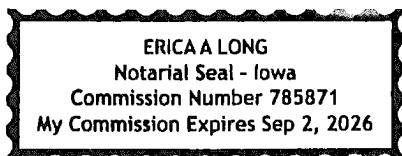
Farm Credit Services of America, FLCA

By 

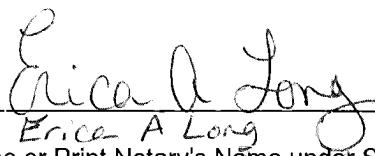
STATE OF Iowa)
COUNTY OF Delaware) SS

On this 10th day of January, 2026 before me, a Notary Public, personally appeared Wilson Demary being by me personally known, and duly sworn, did say that they are the RVP Lending of the corporation executing the foregoing instrument, that the instrument was signed on behalf of the corporation by authority of its board of directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and them.

(SEAL OR STAMP)



My commission expires Sept 2, 2026.


Erica A. Long
[Type or Print Notary's Name under Signature]

Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF LAND

SE $\frac{1}{4}$ – Fr. NE $\frac{1}{4}$, Sec. 4, T89N, R3W of the 5th P.M., Delaware County, Iowa and NE $\frac{1}{4}$ – SE $\frac{1}{4}$, Sec. 4, T89N, R3W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2020, Page 4268.

and

The South three-fourths (S $\frac{3}{4}$) of the North one-half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), except commencing eight (8) rods West of the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Northeast Quarter (NE $\frac{1}{4}$), thence North five (5) rods, thence West sixty four (64) rods, thence South five (5) rods, thence East sixty four (64) rods to the place of beginning, and the East two (2) acres of the North one-half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and all that part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) lying North of the road, all in Section Thirty Five (35), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., Delaware County, Iowa, except Lot One (1) in the Southeast Quarter Of The Northeast Quarter (SE $\frac{1}{4}$ –NE $\frac{1}{4}$) Of Section 35 In Township 90 North, Range 4 West Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 12.

and

The West one-half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17), and the East one-half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eighteen (18), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., except Parcel A, a part of the West Half of the Northwest Quarter of Section 17, Township 89 North, Range 5, West of the 5th Principal Meridian, Delaware County, Iowa, according to amended plat recorded in Book 7 Plats, Page 119, and also except Parcel 2025-42, Part Of The NE $\frac{1}{4}$ - NE $\frac{1}{4}$ And Part Of The SE $\frac{1}{4}$ - NE $\frac{1}{4}$ Sec. 18, T89N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2025, Page 1273.

and

The West one-half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), and the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) except the East eight (8) rods of the North forty (40) rods thereof, and commencing at a point eight (8) rods West of the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and running thence North five (5) rods, thence West sixty four (64) rods, thence South five (5) rods, thence East sixty four (64) rods to the place of beginning, all in Section Thirty Five (35), Township Ninety (90) North, Range Four (4), West of the Fifth P.M.

and

The East one-half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty Five (35), and all that part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty Five (35) lying South of the road, in Township Ninety (90) North, Range Four (4), West of the Fifth P.M.