OPEN-END AGREEMENT RIDER

This agreement, made and entered into this 30 day of October, 1995, by and between Interstate Federal Savings and Loan Association of McGregor, Iowa (Savings and Loan) and Bruce R. Rafoth and Jean M. Rafoth of Earlville, Iowa (Mortgagor).

WHEREAS, Bruce R. and Jean M. Rafoth are justly indebted to Interstate Federal Savings and Loan Association of McGregor, Iowa, which is secured by a real estate mortgage ~~xxxxxxxx~~ assumed by said Bruce R. Rafoth and Jean M. Rafoth on the 30th day of October, 1995 granting to the Savings and Loan a mortgage against property located in Delaware County, Iowa, which mortgage was recorded in the Recorder's Office of Delaware County, Iowa ~~in Volume~~ Book 26 at Pages 59**; and

WHEREAS, it is agreed between Interstate Federal Savings and Loan and Bruce R. Rafoth and Jean M. Rafoth that there shall be an **OPEN-END** provision as follows: Any advances made by the mortgagee to the mortgagors, or their successors in title, or either of them, for any purpose, at any time before the release and cancellation of the above referenced mortgage, shall be secured by the mortgage described above as if the advance were made at the time of the making of the original Note and Mortgage, but at no time shall this mortgage secure advances on account of said original note together with such additional advances in a sum in excess of **TWENTY THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS & NO/100 ($ 20,625.00), and mortgagee is hereby given authority to make such additional advances. This paragraph shall not constitute a commitment to make such loans in any amount, and provided further that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in said original mortgage.

THIS AGREEMENT IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. Nothing herein contained shall be construed to impair the security of the Savings and Loan, its successors or assigns, under said mortgage, nor affect nor impair any rights or powers which said Savings and Loan may have under said mortgage note or any subsequent Note which evidences the continuation or refinancing of the original loan or mortgage for the recovery of the mortgage debt, with interest in case of non-fulfillment by Mortgagor or any of the terms or provisions of this Agreement, or the original mortgage note or any subsequent Note which evidence the continuation or refinancing of the original loan or the mortgage, all as hereinbefore more particularly described and identified. Notwithstanding the foregoing provisions or anything to the contrary contained in said mortgage, if Mortgagor shall be in default for more than thirty days in making payment of any principal installment or interest payment when due as herein provided, then after such default has occurred the Savings and Loan may declare the balance then unpaid on said Mortgage due and payable forthwith, and may take action to protect the Savings and Loan's lien in accordance with the terms, conditions and provision thereof.
2. It is expressly agreed that except as herein expressly provided each and all of the other terms, conditions, agreements and stipulations as stated in said mortgage note and mortgage to secure the same are hereby ratified, approved and confirmed.
3. This Agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned have executed these presents on the day and year first above written.

INTERSTATE FEDERAL SAVINGS AND LOAN ASSOCIATION OF MCGREGOR, IOWA

Cathy J. Denning
President

Jeanene Eggen
Secretary Jeanene Eggen
154 Main St., McGregor, IA 52157

Bruce R. Rafoth
Mortgagor Bruce R. Rafoth

Jean M. Rafoth
Mortgagor Jean M. Rafoth

Address of Mortgagor

State of Iowa, Clayton County ss:
On this 30 day of October, 1995 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce R. Rafoth and Jean M. Rafoth, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Cathy J. Denning
Notary Public in and for said County and State

CATHY J. DENNING
MY COMMISSION EXPIRES
10-1-96

State of Iowa, Clayton County, ss:
On this 30 day of October, 1995 before me, Kathy Davies, a Notary Public in and for the County of Clayton, State of Iowa, personally appeared Cathy Denning (President or ~~Vice President~~) and Jeanene Eggen (Secretary or ~~Assistant Secretary~~) of Interstate Federal Savings and Loan Association of McGregor, Iowa the Association which acknowledged the above and foregoing instrument, who being by me duly sworn, each for himself did say that they are respectively (President or Vice President) and (Secretary or Assistant Secretary) of said Association; that the seal affixed to said instrument is the seal of said Association and that said instrument was by them signed and sealed on behalf of the said Association by authority of its board of directors, and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said Association by it and each of them voluntarily executed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Kathy Davies
Notary Public in and for said County and State

KATHY M. DAVIES
MY COMMISSION EXPIRES
12-20-97

**subsequent assumption agreement recorded in Book 39 Page 53 on November 1, 1995.

FILE No. 171-1365
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 9 DAY OF November, 1995 AT 10:44 O'CLOCK A M. BOOK 39 PAGE 85

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM

171-1365

DELAWARE COUNTY IOWA
FILED ✓

'95 NOV 9 AM 10 44

BOOK 39 PAGE 85
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

$6.00

Bruce R. Rafoth etal.

to

Interstate Federal Savings
& Loan

✓

Interstate Federal Savings & Loan
McGregor, IA 52157

