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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: American Trust & Savings, Attn: Kaitlan R. Larson, 895 Main St, PO Box 938, Dubuque, IA 52004-0938, (563)582-1841

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AMENDMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THESE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AMENDMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

ORIGINAL

AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE

THIS AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE (this "**Amendment**") is effective the 3rd day of July, 2014, by and between **Tim J. Krapfl and Melanie S. Krapfl**, husband and wife ("**Mortgagor**") and **American Trust & Savings Bank** ("**Lender**").

RECITALS

WHEREAS, Mortgagor previously executed that certain Open-End Real Estate Mortgage dated February 18, 2009, in favor of Lender with respect to certain real property described therein, which was recorded in the records of the Delaware County, Iowa Recorder on February 25, 2009, as Book 2009 Page 738, as may be amended from time to time ("**Mortgage**");

WHEREAS, prior to the date hereof, Lender made certain loans and other financial accommodations to Mortgagor which loans and financial accommodations are secured by the Mortgage;

WHEREAS, Mortgagor requested that Lender increase, continue, and/or extend certain loans, as the case may be, to Mortgagor, which Lender is willing to do subject to the execution hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between Mortgagor and Lender as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Mortgage.

2. Amendment to Paragraph 2 of the Mortgage – Mortgage. The last two sentences (and only the last two sentences) of Paragraph 2 titled "Mortgage" of the Mortgage are hereby amended and restated in their entirety to read as follows:

> **"NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $500,000.00. 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."**

3. Amendment to Legal Description. The legal description on page 10 of the Mortgage is hereby amended and restated in its entirety to read as follows:

> **The South 500 feet of the West 60 feet of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) and the South 500 feet of the East 400 feet of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼), all in Section Seventeen (17), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., Delaware County, Iowa. Subject to roadways and easements of record.**

4. Acknowledgment, Continuance and Reaffirmation of Mortgage. Mortgagor hereby acknowledges and agrees that: (a) the Mortgage is a valid and enforceable lien upon the Property; (b) the Mortgage, and each of the terms and conditions set forth therein, as amended by this Amendment, remains in full force and effect; (c) the Mortgage secures each the obligations and credit described in the Mortgage, as amended by this; (d) Mortgage, as amended by this Amendment, shall each be binding on any successors and assigns of the parties hereto; and (e) this Amendment represents the final agreement between the parties hereto as the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto and there are no unwritten oral agreements between the parties hereto.

5. Reaffirmation. Mortgagor hereby expressly reaffirms each of the representations, warranties and covenants set forth in each Mortgage, as amended by this Amendment.

6. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa applicable to agreements made and wholly performed within such state.

7. Incorporation of Recitals. The Recitals to this Amendment are true, correct, and incorporated herein by reference.

8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto executed this Amendment as of this 3rd day of July, 2014.

MORTGAGOR:

Tim J. Krapfl

Melanie S. Krapfl

LENDER:
American Trust & Savings Bank

Patrick D. Hogrefe, 2nd Senior Vice President

[NOTARY PAGE FOLLOWS]

COUNTY OF Dubuque
STATE OF IOWA

On this 3rd day of July, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tim J. Krapfl and Melanie S. Krapfl, as husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

PAT HOGREFE
Commission Number 726573
My Comm. Exp. 1-26-2016

Notary Public in and for the State of Iowa

COUNTY OF Dubuque
STATE OF IOWA

On this 3rd day of July, 2014, before me, a Notary Public in and for the State of Iowa, appeared Patrick D. Hogrefe, personally known who, being by me duly sworn, did say that he is the 2nd Senior Vice President, of American Trust & Savings Bank, and that no seal has been procured by said bank, and that the foregoing instrument was signed in behalf of said bank by authority of its board of directors, and said Patrick D. Hogrefe, acknowledged said instrument to be the voluntary act and deed of his and said bank.

Notary Public in and for the State of Iowa

PAT HOGREFE
Commission Number 726573
My Comm. Exp. 1-26-2016