

Recorded: 10/22/2024 at 12:10:41.0 PM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2024 PG: 2678

Prepared by & return to: Molly Kluesner, Fidelity Bank & Trust, 102 Bierman Rd Epworth, IA 52045, 563-876-9090

**AFFIDAVIT**

STATE OF IOWA        )  
                                  ) SS:  
COUNTY OF DUBUQUE)

I, Molly Kluesner, being first duly sworn, on oath depose and state:

1. That I am the settlement agent for Fidelity Bank & Trust.
2. That a scrivener's error occurred in the filing of a certain mortgage dated October 16, 2024, and filed of record in Delaware County, Iowa, on 10/16/2024, in BK: 2024 PG: 2601.
3. That said Mortgage was recorded without including the signed Second Home Rider signed on October 16, 2024 by ROGER J SIMON AND KAYLA L SIMON, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP.

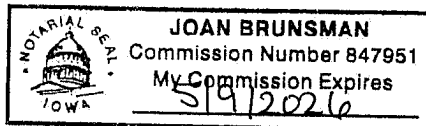
Further affiant sayeth not.

Signed this 22nd day of October, 2024.

By Molly Kluesner, RP  
Molly Kluesner

STATE OF IOWA        )  
                                  ) SS:  
COUNTY OF DUBUQUE)

On this 22nd day of October, 2024, before me, the undersigned a Notary Public in and for said State, personally appeared Molly Kluesner, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Joan Brunsmann  
Notary Public

LOAN #: 380240900536

## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **16th** day of **October, 2024** and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Fidelity Bank & Trust, a State Chartered Bank**

(the "Lender")  
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **24936 208th Ave, Manchester, IA 52057.**

In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower must occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

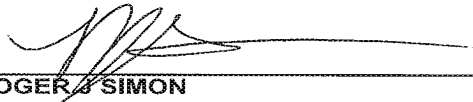
**8. Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and



**LOAN #: 380240900536**

misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

  
\_\_\_\_\_  
ROGER SIMON 10/16/24 (Seal)  
DATE

  
\_\_\_\_\_  
KAYLA L SIMON 10/16/24 (Seal)  
DATE

