AMENDMENT TO REAL ESTATE CONTRACT

NOW on this 27th day of February, 1990, it is agreed by and between Cletus Hargrafen, a single person, hereinafter referred to as Seller, and Mark R. Bradke and Lisbeth Bradke, husband and wife, hereinafter referred to as Buyers, in consideration for the sum of $1,072.00 paid by the Buyers to the Sellers, receipt of which consideration is hereby acknowledged, as follows:

1. On April 2, 1982, Seller sold to Buyers and Buyers purchased from Seller certain real estate situated in Delaware County, Iowa, pursuant to Real Estate Contract signed by the parties, said real estate being legally described as follows:

See attached legal description.

That said contract was filed of record on April 12, 1982, at Book 111 Land Deed, Page 109 in the Office of the Delaware County Recorder.

2. That since the signing of the original contract the Seller has obtained title to the abandoned railroad right-of-way running over, across and through the real estate being purchased on contract, the legal description of which is as follows:

> All that part of the 17.02 acres of abandoned railroad right-of-way as referred to in Tax Sale Deed recorded in Book 123, Page 180 of the records of the Delaware County Recorder which lies in the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of Section Twenty Eight (28), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M.

3. That the parties agree that said contract is hereby amended to add to the legal description of the real estate being purchased the legal description of the abandoned railroad right-of-way as referred to in Paragraph 2 hereof.

4. That the parties further agree that upon the Buyers fulfilling their obligations under the real estate contract, that the Seller, his heirs, successors and assigns shall be obligated to convey title to the abandoned railroad right-of-way described herein in conjunction with conveying title to the real estate described in the original contract. However, that title to the abandoned railroad right-of-way shall be conveyed by way of Quit Claim Deed and the Seller shall not be required to provide an abstract of title for the abandoned railroad right-of-way. That the Buyers shall not be required to pay any additional consideration for the conveyance of the railroad right-of-way other than the consideration as stated herein, provided however, that title to the abandoned railroad right-of-way shall not be conveyed to the Buyers unless and until they make all payments required under the real estate contract.

5. In the event of default by the Buyers under the provisions of the original contract, the parties agree that the abandoned railroad right-of-way as described herein shall be considered a part of the original contract and would be subject to any forfeiture or foreclosure proceedings as provided for in Paragraphs 15.1 and 15.2 of the Real Estate Contract.

Signed the year and date set out above.

Mark R. Bradke
Mark R. Bradke

Lisbeth Bradke
Lisbeth ~~Lizbeth~~ Bradke
RR 2 - Box 47
Delhi, Iowa 52223

BUYER

Cletus Hargrafen
Cletus Hargrafen
RR 1
Hopkinton, Iowa 52237

SELLER

FILE No. 312-1960
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 1 DAY OF March, 19 90 AT 2:43 O'CLOCK P. M. BOOK 125 PAGE 367

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
LD

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 27th day of FEBRUARY, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ~~Cletus Hargrafen~~, a ~~single person,~~ and Mark R. Bradke and Lisbeth Bradke, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



James K. Burdick
Notary Public in and for the State of Iowa
James K. Burdick

INDIVIDUAL

STATE OF IOWA DELAWARE COUNTY. ss:

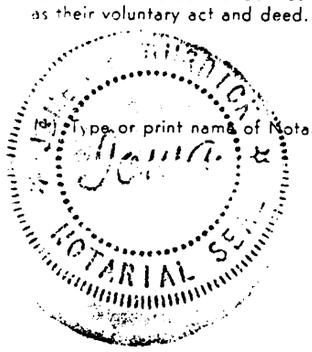
On this 1ST day of MARCH A.D. 19 90 before me. the undersigned. a Notary Public in and for said County and State personally appeared CLETUS HARGRAFEH

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.

James K. Burdick

(1) JAMES K. BURDICK Notary Public in and for said County and State

(1) Type or print name of Notary Public.



All that part of the South West Quarter of the North West Quarter (NW¼) of Section Twenty Eight (28) lying East of the Railroad right-of-way, the South East Quarter of the North West Quarter (NW¼) of Section Twenty Eight (28), the South Half (S½) of the South West Quarter (SW¼) of the North East Quarter (NE¼) of Section Twenty Eight (28), all that part of the South East Quarter (SE¼) of the North East Quarter (NE¼) of Section Twenty Eight (28) lying South and West of the County Highway, all that part of the North West Quarter (NW¼) of the South West Quarter (SW¼) of Section Twenty Eight (28) lying North and East of the Maquoketa River, except that part described as commencing at a point 610 feet South of the Northeast corner of the Northwest Quarter (NW¼) of the South West Quarter (SW¼) of Section Twenty Eight (28), thence West a distance of 1,320 feet to the West line of the North West Quarter (NW¼) of the South West Quarter (SW¼) of Section Twenty Eight (28), thence North a distance of 610 feet to the North line of said Quarter Section line thence East a distance of 815 feet along said North line of said Quarter Section line to Railroad right-of-way thence in a Southeasterly direction a distance of approximately 815 feet to the point of beginning.

The North East Quarter of the South West Quarter (SW¼) of Section Twenty Eight (28), the North West Quarter (NW¼) of the South East Quarter (SE¼) of Section Twenty Eight (28), the North East Quarter (NE¼) of the South East Quarter (SE¼) of Section Twenty Eight (28), All that part of the South West Quarter (SW¼) of the South West Quarter (SW¼) of Section Twenty Eight (28) lying North of the Maquoketa River. All that part of the South East Quarter (SE¼) of the South West Quarter (SW¼) of Section Twenty Eight (28) lying North of the Maquoketa River except that part described as commencing 660 feet South of the Northeast Corner of the South East Quarter (SE¼) of the South West Quarter (SW¼) of Section Twenty Eight (28), thence South a distance of 240 feet thence in a Westerly direction (N 71°-00' W) a distance of 610 feet thence East a distance of 560 feet to the point of beginning.

All that part of the South West Quarter (SW¼) of the South East Quarter (SE¼) of Section Twenty Eight (28) except that part described as commencing 660 feet South of the Northwest corner of the South West Quarter (SW¼) of the South East Quarter (SE¼) thence East a distance of 500 feet, thence South a distance of 660 feet, thence West a distance of 500 feet, thence North a distance of 660 feet, to the point of beginning.

The South East Quarter (SE¼) of the South East Quarter (SE¼) of Section Twenty Eight (28), that part of the North West Quarter (NW¼) of the North East Quarter (NE¼) of Section Thirty Three (33), described as commencing 500 feet East of the North West corner of the North West Quarter (NW¼) of the North East Quarter (NE¼) of Section Thirty Three (33), thence East along said Quarter Section line a distance of 820 feet, thence South a distance of 1,015 feet, thence West a distance of 820 feet, thence North a distance of 1,015 feet to the point of beginning.

The above description being located in Sections Twenty Eight (28) and Thirty Three (33), Township EightyEight (88) North, Range Four, West of the Fifth Principal Meridian, Delaware County, Iowa, containing 320 acres more or less, according to Government Survey.