AMENDMENT TO REAL ESTATE CONTRACT

NOW on this 13th day of July, 1990, it is agreed by and between Elmer A. Nelson and Virginia G. Nelson, husband and wife, hereinafter referred to as Sellers, and Jay E. Nelson, hereinafter referred to as Buyer, in consideration for the mutual promises made and benefits received, receipt of which consideration is hereby acknowledged as follows:

1. On July 13, 1978, Seller sold to Buyer and Buyer purchased from Sellers 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:

> Lots 1, 12, 43, 44, 45 and 46 and that part of Lot 48 described as commencing at the Southeast corner of said Lot 46, running thence North 75.0 feet to the Northeast corner of said Lot 46, thence East along the North line of said Lot 48 a distance of 123.4 feet to the East line of said Lot 48 a distance of 32.0 feet, thence South 89° 29' West 123.4 feet, more or less, to the Southeast corner of said Lot 46, the point of beginning; all in Nelson's Subdivision to Manchester, Iowa, subject to easements and restrictions of record,

said contract was filed of record on May 15, 1990, in Book 49, T.L.D., Page 284 of the records of the Delaware County Recorder.

2. That Lots 46 and 48 of Nelson's Subdivision to Manchester, Iowa, have been replatted, which said replat is referred to as "The Amended and Substituted Plat of Lots 46 and 48, Nelson's Subdivision of Manchester, Iowa". That because of the amended and substituted plat the legal description to the Real Estate Contract between the parties must be amended. The legal description should read as follows:

> Lots 1, 12, 43, 44 and 45 all in Nelson's Subdivision to Manchester, Iowa, subject to easements and restrictions of record; and Lot 46 of the Amended and Substituted Plat of Lot 46 and 48, Nelson's Subdivision.

3. That said real estate contract between the parties is hereby amended to change the legal description as set out herein. That other than as set out herein said real estate contract and all the provisions thereof continue to be in force and effect.

Signed the year and date set out above.

Elmer A. Nelson
Elmer A. Nelson

Virginia G. Nelson
Virginia G. Nelson

SELLERS

Jay Nelson
Jay Nelson

BUYER

FILE No. 27-94
RECORDING FEE $ No Fee
TRANSFER FEE $

FILED FOR RECORD THE 13 DAY OF July 19 90 AT 11:13 O'CLOCK A. M. BOOK 49 PAGE 353

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
TLD

STATE OF IOWA )
) ss:
COUNTY OF DELAWARE )

On this 13 day of July, 1990, before me, the undersigned, a Notary Public in and for said County and State personally appeared Elmer A. Nelson and Virginia G. Nelson, 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.

Thomas J. Hanson
Notary Public in and for the State of Iowa

STATE OF WISCONSIN )
) ss:
COUNTY OF DANE )

On this 10th day of July, 1990, before me, the undersigned, a Notary Public in and for said County and State personally appeared Jay E. Nelson, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

My commission expires 2/21/94

Robert Wilson
Notary Public in and for said County & State.
Robert Wilson