MODIFICATION

OF

REAL ESTATE CONTRACT

THIS AGREEMENT made on this 21st day of February, 1991, by and between William Haeussler, Sr., Seller, and Jacob J. Hotz, Buyer.

WHEREAS, William Haeussler, Sr., Seller, and Jacob J. Hotz, Buyer, entered into a Real Estate Contract (Short Form), dated the 14th day of December, 1972, and which said Real Estate Contract (Short Form), was recorded on the 18th day of Deeember, 1972, in Book 92 of Land Deeds, at Page 353, in the records of the Office of the Recorder of Delaware County, Iowa; and

WHEREAS, William Haeussler, Sr., Seller, and Jacob J. Hotz, Buyer, now desire to modify the aforesaid Real Estate Contract (Short Form).

NOW THEREFORE, in consideration of the premises and of the mutual convenants herein contained, William Haeussler, Sr., Seller, and Jacob J. Hotz, Buyer, hereto agree to modify said Real Estate Contract (Short Form), as follows:

1. That the present outstanding unpaid principal balance owing to the Seller by the Buyer on said Real Estate Contract (Short Form) is in the amount of $ 15,000.00.

2. That the present outstanding unpaid principal balance owing to the Seller by the Buyer on said Real Estate Contract (Short Form) is hereby reduced in the amount of $ 1,500.00 and that the unpaid outstanding principal balance owing to the Seller by the Buyer on said Real Estate Contract (Short Form), after deducting the aforesaid amount of $ 1,500.00, shall be in the amount of $ 13,500.00.

FILE No. 74-1897
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 25 DAY OF February 1991 AT 4:02 O'CLOCK P. M. BOOK 127 PAGE 205

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
LD

3. That the present outstanding unpaid principal balance owing to the Seller by the Buyer on said Real Estate Contract (Short Form) on March 1, 1991, after deducting the aforesaid amount of $ 1,500.00 , shall be in the amount of $ 13,500.00 and said unpaid principal balance of $ 13,500.00 shall be paid by the Buyer to the Seller as follows:

$ 4,500.00 on principal on March 1, 1991, plus accrued interest of seven per cent (7%) per annum on the unpaid principal balance from March 1, 1990;

$ 4,500.00 on principal on March 1, 1992, plus accrued interest of seven per cent (7%) per annum on the unpaid principal balance; and

$ 4,500.00 on principal on March 1, 1993, plus accrued interest of seven per cent (7%) per annum on the unpaid principal balance. The unpaid balance shall be due and payable in full on March 1, 1993. All payments shall be applied first in payment of all interest then accrued and the remainder on the principal sum.

4. That the Seller and Buyer agree that the following provision of Paragraph 1 of said Real Estate Contract (Short Form) is revoked and cancelled, to-wit:

"Parties also understand and agree that the Buyer shall have the option of not making an annual payment upon principal as above prescribed, provided that he give written notice of non-payment thereof sixty (60) days before the principal date."

5. That the Seller and the Buyer agree that all of the other terms, conditions and provisions of said Real Estate Contract (Short Form) are hereby ratified and confirmed in their entirety by the Seller and by the Buyer.

Dated this 23rd day of February, A.D. 1991.

William Haeussler, Sr.
Seller

Dated this 21 day of February, A.D. 1991.

Jacob J. Hotz
Buyer

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 23rd day of February, 1991, before me the undersigned, a Notary Public in and for said State, personally appeared William Haeussler, Sr., 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.

Vincen J. Keegan
Notary Public
In And For The State Of Iowa
My Commission Expires on
1st day of March, 19 92.

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 21st day of February, 1991, before me the undersigned, a Notary Public in and for said State, personally appeared Jacob J. Hotz, 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.

Timothy T. Schloss
Notary Public
In And For The State Of Iowa
My Commission Expires on
9th day of November, 19 93.