# AMENDMENT TO REAL ESTATE CONTRACT

WHEREAS, GEORGE A. NABER AND PETRONILLA NABER (hereinafter called Seller), husband and wife, as joint tenants, entered into a long term real estate contract with JOHN H. NABER AND JACQUELINE NABER (hereinafter called Buyer), husband and wife, as joint tenants and not as tenants in common, for the purchase of the below-described real property, said contract being dated on March 18, 1971, and filed for record on March 19, 1971, at Book 90, Page 98, Delaware County, Records:

**West Half (W½) of the Southeast Quarter (SE¼) and the East Half of the East Half (E½) of the Southwest Quarter (SW¼) of Section Twenty Seven (27), Township Eighty Eight (88) North, Range Three (3), West of the Fifth (5th) P.M., Delaware County, Iowa, subject to public highways as shown of record.**

WHEREAS, both Seller and Buyer wish to modify the terms therein as they pertain to the payment schedule for payment of such contract.

WHEREFORE, IT IS MUTUALLY AGREED BY THE UNDERSIGNED AS FOLLOWS:

1. The parties hereto agree between themselves and acknowledge that as of the date this amendment is being executed, there is an unpaid principal balance of $49,500.00, and that all interest accrued has been paid in full by Buyer.

2. The following phrase located on the attachment to the contract is hereby deleted:

> "until January 1, 1982, when all of said principal sum and interest on every part thereof at the rate of 4½% per annum from January 1, 1972 to January 1, 1973, and 5% per annum from January 1, 1973, payable annually, is fully paid."

In lieu thereof is inserted the following:

> "until the unpaid principal balance and accrued interest has been paid in full, with interest accruing on said unpaid principal sum at the rate of 4½% per annum from January 1, 1972, to January 1, 1973, and at 5% per annum from January 1, 1973, payable annually, until the same is fully paid."

3. In all other respects, said real estate contract shall remain in full effect and authority.

Dated this 17th day of April, 1991

George A. Naber
George A. Naber

Petronilla Naber
Petronilla Naber

SELLERS

Dated this 17th day of April, 1991

John H. Naber
John H. Naber

Jacqueline Naber
Jacqueline Naber

BUYERS

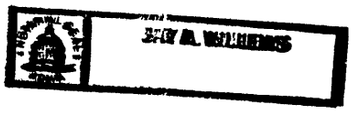
FILE No. 88-2418
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 19 DAY OF April, 1991 AT 10:21 O'CLOCK A. M. BOOK 127 PAGE 336

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
LD

STATE OF IOWA )
) ss.
COUNTY OF JONES )

On this 17th day of April, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared George A. Naber and Petronilla Naber, 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.



Jay A Willems
Notary Public for the State of Iowa

STATE OF IOWA )
) ss.
COUNTY OF JONES )

On this 17th day of April, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John H. Naber and Jacqueline Naber, 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.

Jay A Willems
Notary Public for the State of Iowa

