AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Eugene D. Harbaugh and Joyce A. Harbaugh, husband and wife, of Manchester, Iowa, Sellers, and Kim A. Harbaugh and Karen S. Harbaugh, husband and wife, of Manchester, Iowa, as Buyers, witnesseth the following:

WHEREAS, the Sellers on the 31st day of December 1982, sold to Buyers real estate described as follows:

> That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Six (6), West of the 5th P.M. described as commencing at a point twenty nine (29.0) rods, seven (7.0) links, West of the Southeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), running thence North twenty four (24.0) rods to the center of the public road, being the point of beginning, running thence Southwesterly along the center line of the public road five hundred (500.0) feet, thence South four hundred forty (440.0) feet, thence in a straight line Northeasterly five hundred (500.0) feet, more or less, to a point which is four hundred forty (440.0) feet directly South of the point of beginning, thence North four hundred forty (440.0) feet to the point of beginning, subject to highways and easements of record and further subject to the use in common by the parties hereto of the existing driveway, and further reserving to Sellers the right of use of the East thirty (30.0) feet of the above described land for access to and from adjoining land owned by Sellers.

WHEREAS, the parties desire to amend Paragraph 2 of the contract to provide a constant interest rate and to extend the contract for ten years from the effective date of this Agreement.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration paid by each party to the other party, the receipt of which is hereby acknowledged, it is agreed as follows:

1. It is agreed that, as of the 1st day of February, 1992, the unpaid balance on said contract payable by Buyers to Sellers is $15,000.00.

FILE No. 157-2023
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 29 DAY OF January 19 92 AT 3:27 O'CLOCK P. M. BOOK 129 PAGE 70
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
LD

2. The unpaid balance of the principal on said contract shall be paid as follows:

> $182.00 on March 1, 1992, and a like payment of $182.00 on the 1st day of each and every month thereafter to and including February 1, 2002, when the entire remaining balance including principal and any accrued interest shall be due and payable in full.

3. Commencing February 1, 1992, the unpaid balance of the purchase price shall bear interest at the rate of eight percent (8%) per annum and included in the payments set out herein.

4. All the terms and conditions of the original contract dated December 31, 1982, said contract being recorded in the office of the Delaware County Recorder on the 4th day of January, 19 83, in Book 112,L.D., Page 161, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29 day of January, 1992.

SELLERS:

Eugene D. Harbaugh

Eugene D. Harbaugh

Joyce A. Harbaugh

Joyce A. Harbaugh

BUYERS:

Kim A. Harbaugh

Kim A. Harbaugh

Karen S. Harbaugh

Karen S. Harbaugh

THOMAS J. HANSON NOTARIAL SEAL

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 29 day of January, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eugene D. Harbaugh and Joyce A. Harbaugh, 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

THOMAS J. HANSON

THOMAS J. HANSON NOTARIAL SEAL

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 29 day of January, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kim A. Harbaugh and Karen S. Harbaugh, 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

THOMAS J. HANSON