AGREEMENT FOR AMENDMENT OF CONTRACT

THIS AGREEMENT made and entered this 23rd day of January, 1992, by and between Charles M. Leibold and Irene H. Leibold, husband and wife, (Sellers) and Douglas J. Knipper, single, (Buyer) as follows:

WHEREAS on or about December 3, 1991 the parties entered into a Real Estate Contract for the sale of certain real estate in Delaware County, Iowa described as:

> The West one-half (½) of the Northeast Quarter (NE¼) and the North Fractional One half (N fr½) of the Northwest Quarter (NW¼) of Section Two (2) Township Eighty Nine (T89) North, Range Four West of the Fifth P.M. except easement over that tract described as beginning at a point twenty (20) feet East of the Northwest corner of said Section Two (2) and running thence West to the Northwest corner of said section Two (2) thence South twenty (20) feet, thence Northeast to point of beginning, all in Delaware County, Iowa.

Said Contract is filed of record at Book 129, Pages 151 of the records of Delaware County, Iowa, and;

WHEREAS the parties now devise, amend, modify and alter the terms and conditions contained therein;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties mutually agree as follows:

1. Article 5 thereof is stricken, and in lieu thereof the parties agree as follows:

(5) POSSESSION. Sellers shall give buyer possession of the real estate on January 1, 1992 provided Buyers are not default under this contract.

2. Article 3 thereof is stricken, and in lieu thereof the parties agree as follows:

(3) REAL ESTATE TAXES. Sellers shall pay taxes prorated to the date of possession (100% taxes due March 31, 1992 and 100% taxes due September 30th, 1992) and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

3. Paragraph 11 thereof is stricken, and in lieu thereof the parties agree as follows:

(11) REMEDIES OF THE PARTIES.

FILE No. 174-2750
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 27 DAY OF March, 19 92 AT 3:57 O'CLOCK P.M. BOOK 129 PAGE 168
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
LD

a. If Buyer fail to timely perform this contract, Sellers may, upon thirty days written notice by Sellers to Buyer of Seller's intention to accelerate the payment of the entire balance because of such failure (during which such thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable, and thereafter this contract may be forclosed in equity, the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of the Iowa Code.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

c. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

4. All other terms and provisions of said Real Estate contract, except as amended hereby, are notified and confirmed.

Dated: January 23, 1992

Charles M. Leibold
Charles M. Leibold

Douglas J. Knipper
Douglas J. Knipper

Irene H. Leibold
Irene H. Leibold SELLERS

BUYERS

STATE OF IOWA )
) SS:
COUNTY OF DELAWARE )

On this 23 day of January, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles M. Leibold, Irene H. Leibold, husband and wife, and Douglas J. Knipper, single to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
MARY P. MANSON
MY COMMISSION EXPIRES
12-10-93

Mary P. Manson
Notary Public, State of Iowa