AMENDMENT TO REAL ESTATE CONTRACT

IT IS AGREED between CLETUS J. KEHOE and LESTER J. KEHOE as Executors of the LORAS R. KEHOE ESTATE, and LESTER KEHOE AND JUDITH KEHOE, husband and wife, as Buyers under a Contract originally between Loras R. Kehoe and Lucille R. Kehoe, Sellers, and the said Lester Kehoe and Judith Kehoe, husband and wife, as Buyers, as follows:

The Sellers hereby agree to the following amendments to the above referenced Contract which is dated February 20, 1978, and filed on March 23, 1978 in Book 103, Page 104, Recorder's Office, Delaware County, Iowa, concerning the real estate located in Delaware County, Iowa, and described as:

THE NORTH HALF (N½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TWENTY EIGHT (28); THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION TWENTY EIGHT (28) AND ALL THAT PART OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) AND THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY EIGHT LYING WEST OF ANAMOSA AND GARNAVILLO STATE ROAD EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) RUNNING THENCE EAST TWELVE (12) RODS TO SAID ROAD; THENCE SOUTHEAST ALONG SAID ROAD, SIXTY (60) RODS; THENCE WEST TO WEST LINE OF SAID SECTION TWENTY EIGHT (28); THENCE NORTH TO BEGINNING, ALL IN TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE FOUR (4) WEST OF THE FIFTH (5th) P.M. DELAWARE COUNTY, IOWA.

Cletus J. Kehoe and Lester J. Kehoe, as Executors and successors to the Vendor's interest, and Lester Kehoe and Judith Kehoe, Buyers, do hereby amend the above-referenced original Contract in the following manner:

The Seller or its Assignee agrees to give written Notice of Default under the real estate purchase Contract by certified mail to the FmHA guaranteed lender at least ninety (90) days prior to exercising any right of forfeiture under the real estate purchase Contract and/or Iowa Code Annotated. The Seller further agrees that the FmHA guaranteed loan lender or its assignee may make payment in full of the real estate purchase Contract in the event of default in the real estate purchase Contract or the guaranteed loan. The Seller agrees also not to allow future advances by itself or its assignees to or on behalf of the vendee except for taxes, insurance, costs needed to protect the security or reasonable foreclosure costs.

The Vendor further represents that there are no liens or encumbrances against the real estate involved other than the unpaid amount of purchase price of this Contract.

Dated this 10 day of April, 1992 at Monticello, Iowa.

LORAS R. KEHOE ESTATE

By: Cletus J. Kehoe
CLETUS J. KEHOE, Executor

Lester Kehoe
LESTER KEHOE

By: Lester Kehoe
LESTER J. KEHOE, Executor
Sellers

Judith Kehoe
JUDITH KEHOE, Buyers

FILE No. 182-3054
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 22 DAY OF April, 1992 AT 2:04 O'CLOCK P. M. BOOK 129 PAGE 234

STATE OF IOWA, DELAWARE COUNTY
Jane A Lloyd, Recorder
LD

STATE OF IOWA)
) §
COUNTY OF JONES)

On this 10th day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared LESTER KEHOE and JUDITH KEHOE, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARY PUBLIC IN AND FOR STATE OF IOWA

STATE OF IOWA)
) §
COUNTY OF JONES)

On this 10th day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared CLETUS J. KEHOE and LESTER J. KEHOE, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as the voluntary act and deed of themselves and of such fiduciary.

NOTARY PUBLIC IN AND FOR STATE OF IOWA