AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Robert J. Maiers and Sharon A. Maiers, husband and wife, of Delaware County, Iowa, as Sellers, and Roger D. Helmrichs and Linda M. Helmrichs, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, of Delaware County, Iowa, as Buyers, witnesseth the following:

WHEREAS, the Sellers on the 21st day of August, 1980, sold to Buyers real estate described as follows:

> Commencing at the Southwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty Three (23), Township Ninety (90) North, Range Six (6), West of the 5th P.M., Delaware County, Iowa, thence East 2,114.0 feet to the point of beginning, thence North 293.0 feet, thence East 312.0 feet, thence South 293.0 feet, thence West 312.0 feet to the place of beginning.

WHEREAS, the Buyers wish to make certain improvements to the premises and wish to borrow the sum of Twenty Thousand ($20,000.00) Dollars from the Sellers in order to make the necessary improvements to the premises and wish to add said amount to the balance due on the original Real Estate Contract.

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

1. It is agreed that, as of the 1st day of August, 1992, the unpaid balance on the original Real Estate Contract payable by Buyers to Sellers is $23,501.33, which shall be payable in the amount of $264.68 per month on the original Contract, with the final payment thereof in the amount of $249.24, due and payable on September 1, 2005.

2. Commencing with the signing of this Amendment to Real Estate Contract the undersigned Buyers, jointly and severally promise to pay to the order of the Sellers the sum of Twenty Thousand ($20,000.00) Dollars with interest thereon from August 1, 1992 at the rate of eight percent (8%) per annum as follows:

> $206.62 on September 1, 1992, and a like payment of $206.62 on the 1st day of each and every month thereafter to and including August 1, 2005, when

FILE No. 210-458
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 27 DAY OF July 19 92 AT 4:26 O'CLOCK P. M. BOOK 130 PAGE 53

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

the entire remaining balance including principal and interest shall be due and payable in full. All such payments shall be applied first against interest accrued and the balance on principal.

Sellers shall have the right to forfeit or foreclose the original Real Estate Contract pursuant to Paragraph 15.1 and 15.2 in the event of any default as referred to in said Paragraphs 15.1 and 15.2 on either the original Real Estate Contract or the Amendment to Real Estate Contract. That is to say that upon default of either the original Contract or default on the payments pursuant to the Amendment to Real Estate Contract the entire Real Estate Contract as amended may be forfeited or foreclosed under the provisions of Paragraphs 15.1 and 15.2 of the original Real Estate Contract.

3. Sellers shall not be required to execute and deliver a Warranty Deed pursuant to Paragraph 13 of the original Real Estate Contract until all sums under the original Real Estate Contract and Amendment hereto are paid in full.

4. All the other terms and conditions of the original contract dated August 21, 1980, said contract being recorded in the office of the Delaware County Recorder on the 22nd day of August, 1980, in Book 108, L.D., Page 123, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 27 day of July, 1992.

SELLERS:

Robert J. Maiers

Robert J. Maiers

Sharon A. Maiers

Sharon A. Maiers

BUYERS:

Roger D. Helmrichs

Linda M. Helmrichs

Linda M. Helmrichs

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 27 day of July, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert J. Maiers and Sharon A. Maiers, 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

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 27 day of July, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger D. Helmrichs and Linda M. Helmrichs, 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