THIRD AMENDMENT TO REAL ESTATE CONTRACT

This amended Agreement is executed this 31st day of January, 1994, by and among Arthur J. Feldmann and Laurabelle A. Feldmann, husband and wife, of Delaware County, Iowa, and Calvin P. Gibbs, and Donna M. Gibbs, husband and wife of Delaware County, Iowa.

WHEREAS, the above named parties entered into a real estate contract on the 24th day of August, 1984; said contract filed for record in the Delaware County Recorder's Office in Book 115 at Page 315 on September 19,1984, and this same contract was amended on the 8th day of March, 1985, and recorded in the Delaware County Recorder's Office on March 11, 1985, in Book 116 at page 280 and again amended on the 7th day of January, 1991, and recorded in the Delaware County Recorders Office on January 8, 1991 in Book 127 at page 145 for the sale of the following described property:

> South Half (S 1/2) of Southwest Quarter (SW 1/4) of Section Thirty-Two (32), Township Eighty-eight (88) North, Range Three (3). West of the 5th P.M., (excepting therefrom the West 13 acres thereof); and North fractional half (N. fr. 1\2) of Northwest Quarter (NW 1/4); and Northwest fractional Quarter (NW fr. 1\4) of Northeast Quarter (NE 1/4) of Section Five (5), Township Eighty-Seven (87) North, Range Three (3), West of the 5th P.M., Delaware County, Iowa.

WHEREAS, It is agreed that on March 1, 1994 the BUYERS will pay principal of $6,000 plus interest in full to March 1, 1994 and thereafter starting March 1, 1994 the total principal balance due is $163,000, AND

WHEREAS, The parties now agree to this third amendment to the above described real estate contract in the following particular:

1. Paragraph 1 (b) of the original contract and paragraph 1 (b) of any subsequent amendments to said original contract are hereby eliminated and there is now substituted the following new subparagraph (b) for paragraph 1.

(b) BALANCE OF PURCHASE PRICE: The principal balance owed as of March 1, 1994, in the amount of $163,000 to be paid as follows:

$4,500 plus interest on or before the first day of March, 1995, and $4,500 plus interest on or before the first day of each and every March thereafter until March 1, 2004 at which time all sums remaining due on this contract will be due and payable in full, plus interest on unpaid balances thereof at the rate of seven and one-half percent (7 1/2%) per annum payable annually from March 1, 1994, until fully paid, said payments to be applied first to the interest then unpaid and next upon the balance of the principal.

If indicated by "Yes" in the space following, or upon subsequent request by Sellers, Buyers shall on the said dates for payment each year in addition to said annual payments, pay 100% of the annual taxes, annual special assessments and annual insurance to Sellers, as a trust fund, in amounts reasonably calculated by Sellers, for the timely payment of such items by Sellers to the extent of such fund. not now .
(yes or not now)

2. Paragraph 17 of the original contract referred to above, dated August 24, 1984 is hereby eliminated and there is now substituted the following new paragraph 17.

17. INTEREST ON DELINQUENT AMOUNTS: Either party will pay interest at the rate of 14% per annum, payable

MOSS, HEIMS & CASEY
LAW OFFICES
DYERSVILLE, IOWA
52040

FILE No. 7-2361
RECORDING FEE $ 11.00
TRANSFER FEE $
FILED FOR RECORD THE 3 DAY OF February, 1994 AT 11:42 O'CLOCK A M. BOOK 132 PAGE 282
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LD

monthly on all amounts herein as and after they become delinquent, and\or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

4. All other provisions of the original contract or subsequent amendments to the contract not changed by this amendment are hereby ratified and remain in full force and effect.

Dated this 31st day of JANUARY, 1994.

BUYERS	SELLERS
Calvin P Gibbs	Arthur J Feldmann
Calvin P. Gibbs	Arthur J. Feldmann
Donna M Gibbs	Laurabelle A Feldmann
Donna M. Gibbs	Laurabelle A. Feldmann

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

On this 31st day of JANUARY, A.D. 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ~~Arthur J. Feldmann and Laurabelle A. Feldmann, husband and wife,~~ and Calvin P. Gibbs and Donna M. Gibbs, 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 H. JENK
MY COMMISSION EXPIRES
7/1/94

Notary Public
In and for Said County and State

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

On this 31st day of January, A.D., 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Arthur J. Feldmann and Laurabelle A. Feldmann, 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.

SHARLEEN S. KOECHNER, Notary Public
in and for said County and State

MOSS, HEIMS & CASEY
LAW OFFICES
DYERSVILLE, IOWA
52040