AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Colorado State Bank of Denver, as Trustee of the Etna Barr Charlton Testamentary Trust for Elizabeth Charlton Moore, as Seller, and John E. Kluesner as Buyer, witnesseth the following:

WHEREAS, the Executor of the Estate of Etna Barr Charlton on the 28th day of February, 1984, sold to John E. Kluesner and Jean A. Kluesner, husband and wife, real estate described as follows:

An undivided one-half interest in and to the following described real estate:

See Exhibit A hereto attached.

AND WHEREAS, the Seller is the Successor Trustee to the Trustees named in an Assignment of Seller's interest in the real estate Contract recorded on March 27, 1985, in Book 116, L.D., Page 319 of the records of the Delaware County Recorder. The Buyer was awarded all the rights of Jean A. Kluesner in and to the above described real estate and Real Estate Contract, pursuant to Dissolution of Marriage proceedings in Delaware County, Iowa, District Court Case No. Cd DM 3308.

AND WHEREAS the parties wish to enter into an Agreement to extend the date for final payment.

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 March, 1994, the unpaid principal balance of the Seller's one-half interest in the Real Estate Contract payable by Buyer to Seller is $28,000.00. The Buyer agrees to pay the balance due under the following payment schedule:

$2,800.00 on June 30, 1994;
$2,800.00 on September 30, 1994;
$5,600.00 plus accrued interest on March 1, 1995;
$5,600.00 plus accrued interest on March 1, 1996;
$5,600.00 plus accrued interest on March 1, 1997.

FILE No. 55-287
RECORDING FEE $ 21.00
TRANSFER FEE $

FILED FOR RECORD THE 28 DAY OF July 19 94 AT 10:20 O'CLOCK A M. BOOK 133 PAGE 257

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LD

The Buyer agrees to pay the entire remaining principal balance due plus any and all accrued interest in full on March 1, 1998.

2. Commencing March 1, 1994, the unpaid balance of the purchase price shall bear interest at the rate of nine percent (9%) per annum, payable annually by the Buyer to the Seller on the 1st day of March for each year of the remaining Contract term in addition to the principal payments. In addition, in the event that any payments are not paid when due the delinquent portion of any principal payment shall bear interest at the rate of fourteen percent (14%) per annum from the date when the payment was due until that installment is paid in full.

3. All the other terms and conditions of the original contract dated February 28, 1984, said contract being recorded in the office of the Delaware County Recorder on the 29th day of May, 1984, in Book 115, L.D., Page 124, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 31st day of May, 1994.

SELLERS:

COLORADO STATE BANK
OF DENVER, Trustee of
the Etna Barr Charlton
Trust for Elizabeth Charlton
Moore

By: _____
Dennis M. Whitmer
Vice-President & Trust Officer

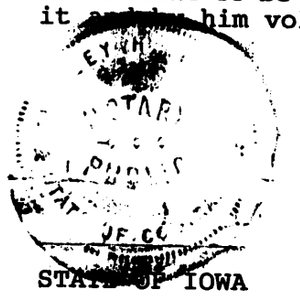
BUYERS:

_____
John A. Kluesner

STATE OF COLORADO)
) ss:
COUNTY OF Denver)

On this 7th day of June, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dennis M. Whitmer, to me personally known, who being by me duly sworn, did say that he is the President and Vice-President respectively, of said Corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of said Corporation; that said

authority of its Board of Directors; and that the said Dennis M. Whitmer as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and him voluntarily executed.



Shirley M. Wilson
Notary Public in and for the State of Colorado
SHIRLEY M. WILSON
My Commission expires April 30, 1998
1600 Broadway
Denver, Colorado 80202

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 31st day of May, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John A. Kluesner, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Vonda Billhorn
Notary Public in and for the State of Iowa
VONDA BILLHORN

EXHIBIT "A"

21. Real estate subject to Real Estate Contract is located in Delaware County, Iowa and legally described as:

PARCEL NO. 1

"The Southwest Quarter (SW¼) of Section Six (6), Township Eighty Nine (89) North, Range Four (4), West of the Fifth P.M. as indicated by the fence now running North and South through said Section on a line a little West of the center line of said Section as shown on plat recorded in Book 1 Plats, Page 148, except the railroad right-of-way, and that part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Six (6), lying South of the right-of-way of the Chicago Great Western Railroad Company and West of the right-of-way of the Manchester & Oneida Railroad Company, and a strip of ground forty five and four-tenths (45.4) feet in width along the East side of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section Six (6) and South of the right-of-way of the Chicago Great Western Railroad Company,"

and Parcel No. 2 to be acquired by Seller from the Chicago and North Western Transportation Company, a Delaware corporation, prior to the time of closing, and conveyed to Buyers at the time of closing, which parcel is legally described as:

PARCEL NO. 2

"A strip of land 150 feet in width extending over and across the Southwest Quarter of Section 6, Township 89 North, Range 4 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on the Southwesterly side and 100 feet in width on the Northeasterly side of the center line of the main track (now removed) of the Dubuque and North Western Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 6.

"Subject however, to the rights of the public in and to all streets and highways located on the above described real estate.

"Excepting and Reserving, however, unto the Chicago and North Western Transportation Company, a Delaware corporation, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing drainage, driveways, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof."

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