AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Walter Davis and Barbara Davis, husband and wife, of Delaware County, Iowa, as Sellers, and Harland Allison and Teresa Allison, husband and wife, of Delaware County, Iowa, as Buyers, witnesseth the following:

WHEREAS, the Sellers on the 18th day of September, 1989, sold to Buyers real estate described as follows:

The North sixty-four (64) feet of Lot One Hundred Four of Henry Acers Addition to Manchester, Iowa;

AND WHEREAS, the parties wish to amend the Real Estate Contract pursuant to an agreement reached by the parties.

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

1. It is agreed by the parties that the payment schedule as set out on Exhibit A shall be deleted and is void and of no further force and effect.

2. That the parties agree that the unpaid principal balance on the Contract as of September 1, 1994, is $7,396.52. That the Buyers owe to the Sellers said principal in the amount of $7,396.52 plus interest at the rate of 8.5% per annum from and after September 1, 1994, until time of closing.

3. That the parties further agree that with respect to real estate taxes that the Buyers shall pay the current taxes due for fiscal year July 1, 1993, through June 30, 1994, in the amount of $316.00, and that the Buyers shall further pay all taxes due for the period beginning July 1, 1994, and thereafter. The parties further agree that all prior taxes have been paid in full.

3. The Sellers agree to pay the cost of continuing the Abstract of Title for examination by the attorney for the Buyers. The Sellers shall further pay the legal expense for the preparation of this Amendment to Real Estate Contract and for preparation of a Warranty Deed in fulfillment of the Real Estate Contract. The Sellers shall also be required to pay the revenue stamps to be attached to the Warranty Deed in fulfillment of the Real Estate Contract.

For [redacted], See Book 18 Page 65 11/22/94

FILE No. 67-753
RECORDING FEE $ 16.00
TRANSFER FEE $

FILED FOR RECORD THE 12 DAY OF Sep, 1994 AT 9:54
O'CLOCK A. M. BOOK 53 PAGE 363

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

4. That there is an error in the Real Estate Contract in that Harland Allison's name is misspelled as "Harlan" Allison. That the Buyer's correct name is Harland Allison.

5. All the other terms and conditions of the original contract dated September 18, 1989, said Contract being recorded in the Office of the Delaware County Recorder on September 1, 1994, in Book 53, Land Mortgages, Page 353, shall continue in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 10th day of September, 1994.

SELLERS:

Walter Davis
Walter Davis

Barbara Davis
Barbara Davis

BUYERS:

Harland Allison
Harland Allison

Teresa M. Allison
Teresa Allison

STATE OF IOWA )
) SS:
COUNTY OF ~~DELAWARE~~ Polk )

On this 10th day of September, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Walter Davis and Barbara Davis, 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.

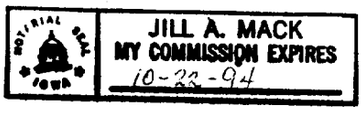
LORI B FORBURGER Iowa NOTARIAL SEAL

Lori B. Forburger
Notary Public in and for the State of Iowa
Lori B Forburger

STATE OF IOWA )
) ss:
COUNTY OF DELAWARE )

On this 9 day of September, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harland Allison and Teresa Allison, 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.




Jill A. Mack
Notary Public in and for the State
Of Iowa