AMENDMENT TO REAL ESTATE CONTRACT

On this 1st day of May, 1995, John R. Woodhouse and Edna Kay Woodhouse, husband and wife, Sellers, and David Thomas Suchomel, Jr. and JoAnn Marie Suchomel, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, Buyers, agree to amend a certain Real Estate Contract dated April 30th, 1995, for the sale of the following described property:

135-8

> Parcel E - Part of Lot 129 of "Clair-View Acres at Delhi, Iowa", in Sections 23 and 26, Milo Township (T88N, R5W of the Fifth P.M.), Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 107.

Now, therefore, in consideration of the mutual promises of the parties below it is agreed that the said Real Estate Contract be amended as follows:

1. By adding a new paragraph 23(d) as follows:

In consideration of the payment of the purchase price the Sellers also promise to convey by Quit Claim Deed, without abstract showing marketable title, the following described Real Estate in Delaware County, Iowa, to-wit: All that land lying westerly of Lot 129 of Lot 121 of "Clair-View Acres at Delhi, Iowa" - within the extensions of the southerly and northerly side of said Lot, extending into Lake and to the center of Maquoketa River, subject to the following covenants: Same is subject to the existing flood plain rights and the grantees

FILE No. 126-2874
RECORDING FEE $ 16.00
TRANSFER FEE $
FILED FOR RECORD THE 9 DAY OF May, 1995 AT 9:16 O'CLOCK A M. BOOK 135 PAGE 9
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LD

shall hold the grantors harmless with regard to flooding of the property conveyed.

2. That all provisions of said Real Estate Contract specified above, which are inconsistent with the provisions of this Amendment, are hereby cancelled and all provisions of said contract which are not specifically modified and changed by this Amendment to Real Estate Contract are hereby confirmed and shall remain in full force and effect.

John R. Woodhouse

David Thomas Suchomel, Jr.

Edna Kay Woodhouse

JoAnn Marie Suchomel

SELLERS

BUYERS

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 1st day of May, 1995, before me the undersigned, A Notary Public in and for said County and State, personally appeared John R. Woodhouse and Edna Kay Woodhouse, 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.

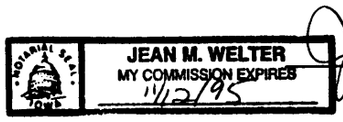
VICKI S. HORNISH
MY COMMISSION EXPIRES
June 3, 1997

Vicki S. Hornish

Notary Public in and for
Linn County, State of Iowa
VICKI S. HORNISH

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 5 day of May, 1995, before me the undersigned, A Notary Public in and for said County and State, personally appeared David Thomas Suchomel, Jr. and JoAnn Marie Suchomel, 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.



Jean M Welter
Notary Public in and for
Linn County, State of Iowa

JEAN M. WELTER

AMENDWOOD.B\vsh