201-2506
DELAWARE COUNTY, IOWA
FILED
'96 MAR 14 AM 10 12
BOOK 136 PAGE 162
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$23.00

Richard L. Nieman
Etal
To
Agnes M. Heitzman

Preparer
Information: Attorney Tom Jenk, P. O. Box 304, Dyersville, IA 52040-0304

AMENDMENT TO REAL ESTATE CONTRACT - INSTALLMENTS

RE: The East One-Half (E½) of the Northeast Quarter (NE¼) and the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) in Section Eight (8), Township Eighty-eight North (T88N), Range Three (3) West of the 5th P.M., Delaware County, Iowa

It is hereby agreed this 1st day of February, 1996, by and between Agnes M. Heitzman, single, hereinafter referred to as Heitzman, and Richard L. Nieman and Christy Nieman, husband and wife, and Duane D. Nieman and Karen H. Nieman, husband and wife, hereinafter referred to as the Niemans, agree to the following:

1. That Heitzman is the Seller and the Niemans are the Buyers in a certain Real Estate Contract dated October 1, 1981, and filed for record on October 1, 1981, in Book 110, Page 126, in the office of the Delaware County Recorder, Manchester, Iowa, together with Amendment dated February 28, 1985, and filed for record February 28, 1985, in Book 116, Page 238, and Amendment dated November 9, 1988, and filed for record on November 14, 1988, in Book 123, Page 177, all recorded in the office of the Delaware County Recorder, Manchester, Iowa.

2. That it is agreeable between Heitzman and Niemans that the original contract, as well as the amendments, should be again amended as to the date of the balloon payment. That it had previously been agreed that the balloon payment and final payment would be March 1, 1997. That this particular agreement has been extended an additional five years with the balloon and final payment to be made on March 1, 2002.

3. That all the other terms of the original contract and amendments shall remain in effect with the understanding that as of March 1, 1995 there was a balance due of $146,000.00 and that future payments shall be $1,000.00 or more, with a maximum of $5,000.00 each March 1st thereafter unless written approval is given by Heitzman for additional advanced payment. That all other terms per the original Contract and amendments will remain in effect other than the above stated, including the rate of interest which is to be paid on the unpaid balance.

JENK & GOEN
LAW OFFICES
DYERSVILLE, IOWA
52040

FILE No. 201-2506
RECORDING FEE $ 23.00
TRANSFER FEE $

FILED FOR RECORD THE 14 DAY OF March, 19 96 AT 10:12 O'CLOCK A M. BOOK 136 PAGE 162

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

We, the undersigned, Heitzman and the Niemans, do hereby agree to the above stated as of this date.

Dated this 1st day of February, 1996.

Agnes M. Heitzman
Agnes M. Heitzman, Seller

Richard L. Nieman
Richard L. Nieman, Buyer

Christy Nieman
Christy Nieman, Buyer

Duane D. Nieman
Duane D. Nieman, Buyer

Karen H. Nieman
Karen H. Nieman, Buyer

STATE OF IOWA)
) SS:
DUBUQUE COUNTY)

On this 1st day of February 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Agnes M. Heitzman, single; and Richard L. Nieman and Christy Nieman, husband and wife, and Duane D. Nieman and Karen H. Nieman, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

THOMAS H. JENK
MY COMMISSION EXPIRES
SEPTEMBER 15, 1997

Notary Public in and for the State of Iowa

JENK & GOEN
LAW OFFICES
DYERSVILLE, IOWA
52040