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Preparer Information: Marc W. Casey (Individual's Name) P.O. Box 274 (Street Address) Dyersville (City) (319)875-7178 (Phone)

AMENDMENT TO REAL ESTATE CONTRACT

This amended Agreement is executed this 5th day of September, 1997, by and among Anna B. Gaul of Dyersville, Iowa, and Leon N. Gaul and Cheryl A. Gaul, husband and wife, of Worthington, Iowa.

WHEREAS, the above named parties entered into a real estate contract on the 6th day of March, 1978; said contract filed for record in the Delaware County Recorder's Office at Book 103, Page 75, on March 8, 1978, for the sale of the following described property:

> Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Ten (10) and the South Half (S½) of the Southwest Quarter (SW¼) and the West Thirty Nine and One-half (39½) acres of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) and the South One (1) rod of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Eleven (11), Township Eighty-Eight (88) North, Range Three (3), West of the Fifth (5th) P.M., Delaware County, Iowa; and
>
> A strip of land Eight (8) feet and Six (6) inches in width and Eighty (80) rods in length (more or less) running East and West off the North Side of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Fourteen (14) in Township Eighty-Eight (88) North of Range Three (3), West of the Fifth (5th) P.M., and containing One-fourth (¼) of an acre more or less; and
>
> All right, title, and interest to a certain easement dated September 8, 1950, recorded on September 24, 1951, in Book 76 of Deeds on Page 516 in Delaware County Recorder's Office, on and over
>
> > The South Eight (8) feet of the North Thirty-Nine and One-half (39½) acres of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Eleven (11), Township Eighty-Eight (88) North, Range Three (3), such premises situated in Delaware County, Iowa.

WHEREAS, the parties now enter into this agreement to amend said above-described real estate contract in the following particulars:

1. The parties agree that as of April 23, 1997, the unpaid

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DYERSVILLE, IOWA
52040

principal balance was $50,492.10.

2. That on October 5, 1997, Buyer will pay to Seller the amount of $3,824.29, consisting of $2,454.78 principal and $1,368.51 interest. After this payment, the remaining principal balance will be $48,037.32.

3. That commencing October 5, 1997, the rate on the unpaid principal will increase to 7% per annum. Buyers will make a principal payment of $2,400.00 on March 5, 1998, plus accrued interest, and a principal payment of $2,400.00 on the 5th of each June, September, and December, and March thereafter, plus accrued interest until all sums have been paid.

4. The parties agree that in the event Anna B. Gaul should die before this contract has been fully satisfied, that all remaining sums due under this contract shall be due within six (6) months of the death of said Anna B. Gaul.

5. All other provisions of the original contract not changed by this Amendment are hereby ratified and remain in full force and effect.

Dated this 5th day of September, 1997.

BUYERS

Leon N. Gaul
Leon N. Gaul

Cheryl A. Gaul
Cheryl A. Gaul

SELLER

Anna B. Gaul
Anna B. Gaul

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 5th day of September, A.D., 1997, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leon N. Gaul and Cheryl A. Gaul, husband and wife, and Anna B. Gaul, 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.

MARC W. CASEY Iowa NOTARIAL SEAL

Marc W. Casey
Notary Public
In and For the State of Iowa

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