Joan Peters
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Nephicton IA
50237

83-3740

DELAWARE COUNTY IOWA
FILED
1998 MY 27 AM 8:30
BOOK 139 PAGE 342
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$11.00

Preparer Information: Marc W. Casey (Individual's Name) | 129 1st Avenue E (Street Address) | Dyersville (City) | (319) 875-7178 (Phone)

AMENDMENT TO REAL ESTATE CONTRACT

This amended Agreement is executed this 16 day of ~~April~~ MAY, 1998, by and among Francis J. Feldmann and Rose Feldmann, husband and wife, of Monticello, Iowa, and Gregg A. Peters and Joan M. Peters, husband and wife, of Delhi, Iowa.

WHEREAS, the above named parties entered into a real estate contract on the 27th day of February, 1998; said contract filed for record in the Delaware County Recorder's Office at Book 139, L.D., Page 189, on February 27, 1998.

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

1. That Exhibit "A" is amended to include the following described property:

> The West Eight and one-half (8½) acres of the South one-half (S½) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Number Thirty-two (32), Township Number Eighty-eight (88) North, Range Number Three (3), West of the Fifth Principal Meridian, reserving a right of way to Al Luensman and Mary Luensman to cross such real estate for the purpose of entering into lands owned by them contiguous thereto.

2. That notwithstanding the provisions of Paragraph 14 of said contract, Sellers will give only a Quit Claim Deed for the following described property.

> The West Eight and one-half (8½) acres of the South one-half (S½) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Number Thirty-two (32), Township Number Eighty-eight (88) North, Range Number Three (3), West of the Fifth Principal Meridian, reserving a right of way to Al Luensman and Mary Luensman to cross such real estate for the purpose of entering into lands owned by them contiguous thereto.

3. Paragraph 1(b), Balance of Purchase Price is deleted and the following to also be known as Paragraph (b), substituted in its stead:

(b) BALANCE OF PURCHASE PRICE, $325,000.00, as follows: Principal payment of not less than $5,000.00 in any one year, the first principal payment to be made no later than March 1, 1999, and subsequent principal payments to be made no later than

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March 1, of any succeeding year. Interest shall accrue from March 1, 1998, at the rate of 7% per annum. Interest shall be payable by milk check assignment on the 15th of each month, with the first payment due April 15, 1998, and then on the 15th of each month thereafter, until March 1, 2008, or until all sums due hereunder are paid in full, whichever occurs first. Buyer may prepay any amount of principal.

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

Dated this 16 day of May, 1998.

BUYERS

Gregg A. Peters
Gregg A. Peters

Joan M. Peters
Joan M. Peters

SELLERS

Francis J. Feldmann
Francis J. Feldmann

Rose Feldmann
Rose Feldmann

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 16 day of May, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Francis J. Feldmann and Rose Feldmann, husband and wife; and Gregg A. Peters and Joan M. Peters, 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.

[redacted]
10-21-2001

Jerome Hoeger
Notary Public
In and For the State of Iowa

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