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DELAWARE COUNTY IOWA
FILED
1998 JL 28 PM 3:33
BOOK 56 PAGE 385
DEBORAH L. FENTON
DELAWARE CO. RECORDER
11.00

Thomas J. Hanson, 401 East Main Street, Manchester, (319) 927-5920

AMENDMENT TO REAL ESTATE CONTRACT

THIS AMENDMENT made by and between **James W. Hill** and **Eva E. Hill**, husband and wife, as Sellers, and **David A. Bailey** and **Mary A. Bailey**, husband and wife, as Buyers, witnesseth the following:

WHEREAS, the Sellers on the 3rd day of May, 1990, sold to the Buyers real estate described as follows:

Lot Six Hundred Thirty Three (633),
Manchester, Iowa.

AND WHEREAS, the parties wish to Amend the Contract to restate the current balance due and to adjust the interest rate and monthly payments on the Contract.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration it is agreed as follows:

1. It is agreed that, as of July 1, 1998, the unpaid balance on the Contract payable by the Buyers to the Sellers is in the amount of $5,702.43.

2. That commencing July 1, 1998, the unpaid balance of principal shall bear interest at the rate of eighteen percent (18%) per annum, which interest shall be paid monthly with the payments as set out herein.

3. Commencing with the payment due August 1, 1998, the Buyers agree to pay the unpaid balance of said Contract at the rate of $275.00 per month (including principal and interest) until such time as the entire balance shall be paid in full.

4. All the other terms and conditions of the original Contract dated May 3, 1990, said Contract being recorded in the Office of the Delaware County Recorder on May 4, 1990, in Book 49, TLD, Page 278,

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shall continue in force and effect. The provisions of the Amendment to Contract dated January 26, 1995, and filed of record with the Delaware County Recorder on February 8, 1995, in Book 54, TLD, Page 116 are hereby superseded by this Amendment except that the Buyers retain the privilege of prepaying any or all of the balance due under the Contract at any time without penalty.

James W. Hill

Eva E. Hill

Eva E. Hill

Sellers

X David Bailey

David A. Bailey

X Mary B Bailey

Mary A. Bailey

Buyers

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 27th day of July, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James W. Hill and Eva E. Hill, husband and wife, and David A. Bailey and Mary A. Bailey, 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.

Notary Pubic In & For the State of Iowa
Ann Meyer

ANN MEYER
Iowa
NOTARIAL