Farmers Savings Bank
P.O. Box 127
Colesburg IA
52035-0127

1998 DELAWARE COUNTY IOWA FILED
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BOOK 56 PAGE 469
DEBORAH L. BEYTON
DELAWARE CO. RECORDER
$11.00

Prepared Information:
David W. Leifker 701 CyCare Plaza 700 Locust St Dubuque, IA 52001 319-557-1354

AMENDMENT
TO
REAL ESTATE CONTRACT

On this 29th day of September, 1998 for mutual and valuable consideration it is agreed by and between GEORGE DONALD GRAVER and ARLENE J. BOVEE, husband and wife, as joint tenants with right of survivorship and not as tenants-in-common, as Sellers, and RICHARD JAMES GUDENKAUF and KIMBERLY ANN GUDENKAUF, husband and wife as joint tenants with full rights of survivorship and not as tenants-in-common, as Buyers:

That the parties' real estate contract dated December 18, 1991 and recorded on January 6, 1992 in Book 51, T.L.D., Page 90 in the records of the Delaware County Recorder, wherein real estate legally described as:

> Lots Eleven (11) and Twelve (12), Block Two (2), GIFFORD'S ADDITION TO EDGEWOOD, IOWA according to the plat recorded in Book 1 Plats, Page 6, in Delaware County, Iowa,

was conveyed is hereby amended to provide the following terms:

1. That the monthly payments due under this contract, as provided hereafter, shall be in lieu of all payments due under the above described real estate contract and under: (a) Farmers Savings Bank's Mortgage and (b) Deed Of Trust, both dated January 26, 1995 and recorded in Book 37 T.L.M. at pages 90 and 91 respectively, (c) Farmers Savings Bank's promissory note of May 30, 1995 in the original sum of $2,500.00 (this note was secured by the aforesaid mortgage and deed of trust), and (d) the June 5, 1992 unsecured promissory note of the Buyers to George Donald Graver in the original sum of $13,000.00. The total monthly payments due under these obligations for the following three (3) years shall be a total of $450.00, or more if Buyers choose to pay more.

2. That the aforesaid obligations shall all bear interest at the rate of nine percent (9%) per annum computed monthly in lieu of any other interest rate provided for under said written obligations.

3. That the total due under all of the aforesaid obligations as of the date of this amendment is $52,617.13 said sum represents principal and interest due under the prior aforesaid obligations. However, for purposes of future payments hereunder, said sum shall be treated as a principal sum and interest shall be computed on said sum from this date at the rate of nine percent (9%) computed monthly. Payments shall be applied first to interest which has accrued up to date of said payments.

4. That the real estate contract and all sums due thereunder and under the aforesaid mortgage/deed in trust, and three (3) promissory notes are all payable in full three (3) years from the date of execution of this amendment. It is understood a large balloon payment shall be due from the Buyers/Mortgagors/Debtors at that time. Sellers may refinance said obligations if they choose, but are not obligated to do so.

5. That the Buyers may prepay any and all of the balances due at any time, without penalty.

SELLERS:

George Donald Graver
George Donald Graver

Arlene J Bovee
Arlene J. Bovee

BUYERS:

Richard James Gudenkauf
Richard James Gudenkauf

Kimberly Ann Gudenkauf
Kimberly Ann Gudenkauf

STATE OF IOWA

ss:

DELAWARE COUNTY

On this 29th day of September, 1998 before me a Notary Public in and for the State of Iowa personally appeared George Donald Graver and Arlene J. Bovee, husband and wife, and Richard Gudenkauf and Kimberly Ann Gudendauf, husband and wife, to me known to be the identical persons named in and who executed the same as their voluntary act and deed.

Joanne Elaine Peters
Notary Public, State of Iowa

JOANNE ELAINE PETERS NOTARIAL SEAL IOWA