DELAWARE COUNTY IOWA
FILED

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BOOK 2001 PAGE 945
DEBORAH L. FEYTON
DELAWARE CO. RECORDER
$10.00

Shirley Swartz-Chesmore
605 Linc St.
Manchester IA
52057

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (319) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

# AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Dale J. Strief and Sandra M. Strief, husband and wife, of Squaw Lake, Minnesota, as Sellers, and Shirley M. Swartz – Chesmore (formerly Shirley M. Swartz), of Manchester, Iowa, as Buyer, WITNESSETH the following:

WHEREAS, the Sellers on the 2nd day of July, 1991, sold to Buyer the following described real estate:

> The Northwest fractional Quarter (NWfr¼), and the West forty (40) rods of the Northeast fractional Quarter (NEfr¼) of Section Five (5), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M.

AND WHEREAS, the parties wish to extend the due date of the final payment on the Real Estate Contract under the terms and conditions as set out herein.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration paid by each party to the other party, the receipt of which is hereby acknowledged, it is agreed as follows:

1. It is agreed that following the payment on said Real Estate Contract on January 1, 2001 that the unpaid principal balance is $170,000.00.

2. That the original balloon payment date on the contract was July 1, 2001. The parties agree to extend the balloon payment date on the contract to July 1, 2006.

3. That the interest rate on the contract shall remain at 8½% per annum. Interest shall be paid on the 30th day of each June and the 31st day of each December commencing June 30, 2001.

4. That Buyer agrees to pay not less than $10,000.00 principal nor more than $30,000.00 principal on the 31st day of December of each year for the years 2001, 2002, 2003, 2004 and 2005. The entire remaining balance including principal and any accrued interest shall be due and payable in full on July 1, 2006.

5. All the other terms and conditions of the original contract dated July 2, 1991, said contract being recorded in the office of the Delaware County Recorder on July 2, 1991 in Book 128, Land Mortgages, Page 113, shall continue in force and effect.

**IN WITNESS WHEREOF**, the parties have executed this agreement this 7th day of March, 2001.

SANDRA K. LEINO
NOTARY PUBLIC-MINNESOTA
ITASCA COUNTY
My Commission Expires Jan.31,2005

Seller(s):

Dale J. Strief

Buyer(s):

Shirley M. Swartz-Chesmore

Shirley M. Swartz-Chesmore (formerly known as Shirley M. Swartz)

Sandra M. Strief

STATE OF IOWA )
) ss:
COUNTY OF DELAWARE )

On this 2nd day of February, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shirley M. Swartz-Chesmore to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL SEAL IOWA
TRACY L. FONCK
MY COMMISSION EXPIRES
7-8-02

Tracy L. Fonck
Notary Public in and for said County and State.

STATE OF MINNESOTA )
) ss:
COUNTY OF Itasca )

On this 7th day of March, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dale J. Strief and Sandra M. Strief, 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.

SANDRA K. LEINO
NOTARY PUBLIC-MINNESOTA
ITASCA COUNTY
My Commission Expires Jan.31,2005

Notary Public in and for said County and State.