Orville Wellman
P. O. Box 231
Earlville, IA 52041

DELAWARE COUNTY IOWA
FILED ✓
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DEBORAH L. PEYTON
DELAWARE CO RECORDER
11.00

PREPARER
INFORMATION: Dan McClean, 401 First Ave. East, Dyersville, Iowa 319-875-7534

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# AMENDMENT TO REAL ESTATE CONTRACT

COMES NOW Orville C. Wellman, widower and unremarried, as seller, and Raymond J. Kessenich and Joyce W. Kessenich, husband and wife, as buyers, and do hereby amend the Real Estate Contract dated the 15th day of October, 1991 and recorded on the 21st day of October, 1991 in Book 128, page 279, all in the records of the Recorder of Delaware County, Iowa, to the following described real estate:

> Lots #18 and #19 in Wellman's Seven Coves as recorded in Book 6, page 30, in the records of the Recorder of Delaware County, Iowa, and all lake frontage as pertaining to said Lots #18 and #19 running to the water front and then at right angles to middle of Delhi Lake as recorded on December 7, 1984 in Book 116, page 105, of the records of the Recorder of Delaware County, Iowa, subject to covenants thereto, and road easement 30 ft. in width for road purposes, over Lot #20 of Wellman's Seven Coves, described as commencing 750 ft. North of the Southwest corner of Northeast Quarter of Northwest Quarter of Section 25, Township 88 North, Range 5, West of the 5th P.M., Delaware County, Iowa and proceeding thence Southwesterly to the Southwest corner of Lot #16 of said subdivision, thence East 100 ft., thence South 205 ft. to the South line of said subdivision; and roadway easements granted to sellers and filed for record on July 30, 1958 as recorded in Book I, page 597, filed June 30, 1958 in Book I, page 597 and roadway easement filed June 12, 1970 in Book M, page 147 and easement filed on the 23rd day of June, 1966 in Book #85, page 264.

IT IS HEREBY AGREED BY SELLER AND BUYERS that, as of August 1, 2000, the remaining principal balance on said contract is the sum of Fourteen Thousand Six Hundred Seventy-Seven Dollars and Sixty-Two Cents ($14,677.62).

BUYERS AND SELLERS FURTHER HEREBY AGREE to amend said real estate contract in that interest on the unpaid principal balance remaining as of August 1, 2000 shall be paid at the rate of Five Percent (5.0%) per annum. Buyers shall continue to make monthly payments in the amount of $352.10 on September 1, 2000 and the same amount on each succeeding 1st of month until February 1, 2004, when

the entire balance shall be due and payable. It is understood and agreed that interest at the rate of 5% per annum on the unpaid balance is included in the monthly payment.

In all other respects the contract recorded in Book 128, page 279 in the records of the Recorder of Delaware County, Iowa remains as originally executed.

Dated this 3 day of October, 2000.

Orville C. Wellman, Seller

Raymond J. Kessenich, Buyer

Joyce W. Kessenich, Buyer

STATE OF IOWA )
) ss:
COUNTY OF Dubuque )

On this 3 day of October, 2000 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Orville C. Wellman, 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 Public in and for the State of Iowa

STATE OF Maryland )
) ss:
COUNTY OF Anne Arundel )

On this 5th day of January, 2000 before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~ Maryland personally appeared Raymond J. Kessenich and Joyce W. Kessenich, 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 Public
My Commission Expires