DELAWARE COUNTY IOWA
FILED ✓
2002 MR -6 AM 10: 42
BOOK 2002 PAGE 817
DEBORAH L. FRYTON
DELAWARE CO. RECORDER
RECORDER FEE $ 28.00
AUDITOR FEE $ 5.00

Entered for taxation 7th day
of March A.D., 2002
Sharon McCall, Auditor
By [illegible], Deputy
88-8

Prepared by: Tom Jenk, P.O. Box 304, Dyersville, Iowa 52040-0304 (563) 875-9112

AMENDMENT TO REAL ESTATE CONTRACT

RE: THE EAST ONE-HALF (E½) OF THE NORTHEAST QUARTER (NE¼) AND THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) AND THE NORTHEAST QUARTER (NE¼) OF THE SOUTHEAST QUARTER (SE¼) IN SECTION EIGHT (8), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE THREE (3) WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA

IT IS HEREBY AGREED this 22nd & 27th day of February, 2002, between Agnes M. Heitzman, single, hereinafter referred to as Heitzman, and Richard L. Nieman and Christy Nieman, husband and wife, and Duane D. Nieman and Karen H. Nieman, husband and wife, hereinafter referred to as the Niemans, agree to the following:

That Heitzman is the Seller and the Niemans are the Buyers in a certain Real Estate Contract dated October 1, 1981, and filed for record on October 1, 1981, in Book 110, Page 126, in the Office of the Delaware County Recorder, Manchester, Iowa, together with Amendment dated February 28, 1985, and filed for record on February 28, 1985, in Book 116, Page 238, and Amendment dated November 9, 1988, and filed for record on November 14, 1988, in Book 123, Page 177, all recorded in the Office of the Delaware County Recorder, Manchester, Iowa.

It is hereby agreed between Heitzman and Niemans that the original contract as well as the amendments should again be amended as of the date of this agreement. It was previously agreed that the balloon payment per the last amendment dated February 1, 1996, should be March 1, 2002. That this agreement extends the balloon payment to March 1, 2007, or six months after the death of the Seller, Agnes M. Heitzman, whichever occurs first.

That as of March 1, 2001, there is $140,000.00 principal due on the contract, plus interest at 9%. That $6,300.00 of interest was paid on September 1, 2001, and that there remains as of March 1, 2002, a payment of $6,300.00 in interest plus $1,000.00 or more with a maximum principal payment of $5,000.00 on March 1st, 2002.

That after the interest payment on March 1, 2002 of $6,300.00, plus the principal payment of $1,000.00 with a maximum of $5,000.00, that the balance of the contract shall draw interest of 7% payable semi-annually starting March 1, 2002. That the principal payments starting March 1, 2003 shall be $2,000.00 minimum with a maximum payment of $5,000.00 plus interest (interest payable semi-annually).

TOM JENK, P.C.
TOM JENK
KARL MOORMAN
ATTORNEYS AT LAW
225 - 1ST AVENUE EAST
DYERSVILLE, IOWA
52040-0304
PHONE: (563) 875-9112

That the remainder of the original contract and amendments shall remain "as is" subject to this amendment.

That all of the other terms per the original contract and amendments will remain effective other than the above stated.

Agnes Heitzman

Agnes Heitzman

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 27th day of February, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Agnes Heitzman, single, 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.

Joanne Oberbroeckling

Notary Public in and for the State of Iowa

We, the undersigned, Richard L. Nieman and Christy Nieman, husband and wife, Buyers, do hereby agree to the above stated Amendment this 22 day of February, 2002.

Richard L Nieman

Richard L. Nieman

Christy Nieman

Christy Nieman

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 22 day of February, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard L. Nieman and Christy Nieman, 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.

Joanne Oberbroeckling

Notary Public in and for the State of Iowa

TOM JENK, P.C.
TOM JENK
KARL MOORMAN
ATTORNEYS AT LAW
225 - 1ST AVENUE EAST
DYERSVILLE, IOWA
52040-0304
PHONE: (563) 875-9112

We, the undersigned, Duane D. Nieman and Karen H. Nieman, husband and wife, Buyers, do hereby agree to the above stated Amendment this 27th day of February, 2002.

Duane D. Nieman

Duane D. Nieman

Karen H. Nieman

Karen H. Nieman

JOANNE ABERLOECKLING
COMMISSION NO. 180045
MY COMMISSION EXPIRES
04/15/2003
NOTARIAL SEAL

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 27th day of February, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Duane D. Nieman and Karen H. Nieman, 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.

Joanne Aberloeckling

Notary Public in and for the State of Iowa

TOM JENK, P.C.
TOM JENK
KARL MOORMAN
ATTORNEYS AT LAW
225 - 1ST AVENUE EAST
DYERSVILLE, IOWA
52040-0304
PHONE: (563)875-9112