DELAWARE COUNTY IOWA
FILED

2003 MY 19 AM 8:14

BOOK 2003 PAGE 2390
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

RECORDER FEE $ 21.00
AUDITOR FEE $ 5.00

Entered for taxation 21st day
of May A.D. 2003
Sharon McCurdy, Auditor
By Deputy
88-173; 88-176

Carr & Carr Attorneys 117 S. Franklin St. PO Box 333 Manchester, IA 52057 (563) 927-4164

Rod Cameron
2070 to 251st St.
Manchester IA
52057

AMENDMENT TO CONTRACT

The undersigned parties herewith agree to amend the contract entered into between them dated August 6, 1998 and recorded in Book 140, Page 359 in Delaware County, Iowa as follows:

1. The principal balance remaining to be paid on the contract after the payment of May 25, 2003 is $92,394.49.

2. The interest rate beginning May 25, 2003 shall be 5.875% instead of 8%.

3. The monthly payments on the contract shall be $655.30 starting with the payment to be made on June 25, 2003.

4. All of the other terms of the contract except for the changes as stated above remain the same and in full force and effect.

Dated this 16th day of May, 2003.

Walter F. Croskey

Genevieve J. Croskey

SELLERS

Rod Cameron

Karen Cameron

BUYERS

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 16th day of May, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter F. Croskey and Genevieve J. Croskey, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that ~~(he)(she)~~ they executed the same as ~~(his)(her)~~ their voluntary act and deed.

Diane M Uhlenkamp

Diane M Uhlenkamp, Notary Public in and for said State.

NOTARIAL SEAL IOWA

DIANE M. UHLENKAMP
COMMISSION NO. 713679
MY COMMISSION EXPIRES
11-19-04

(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of natural persons acting in their own right

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STATE OF IOWA , COUNTY OF DELAWARE , ss:

On this 16th day of May , 2003 , before me, the undersigned, a Notary Public in and for said State, personally appeared Rod Cameron and Karen Cameron , to me known to be the personsnamed in and who executed the foregoing instrument, and acknowledged that ~~(he)~~ ~~(she)~~ they executed the same as ~~(his)~~ ~~(her)~~ their voluntary act and deed.

Diane M. Uhlenkamp

Diane M.Uhlenkamp , Notary Public in and for said State.

NOTARIAL SEAL IOWA
DIANE M. UHLENKAMP
COMMISSION NO. 713679
MY COMMISSION EXPIRES
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THE IOWA STATE BAR ASSOCIATION
Official Form No. 143

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

Walter Croskey
206 80 3511

assignment of contract to Community Bank of Oelwein 1999-3175

DELAWARE COUNTY, IOWA
FILED
1998 DEC 24 AM 10:
BOOK 140 PAGE 359
DEBORAH L. PEATON
DELAWARE CTY. RECORDER
16.00

2302

Preparer Information: E. MICHAEL CARR, ATTY. P.O. BOX 333 MANCHESTER, IA 52057 319-927-4164
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between
Walter F. Croskey and Genevieve J. Croskey, husband and wife

("Sellers"); and
Rod Cameron and Karen Cameron, husband and wife as joint tenants with full rights of survivorship and not as tenants in common

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Delaware County, Iowa, described as:
Lots Four (4) and Five (5) of Logan's Third Subdivision in Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 163, except Parcel L - being a part of Lot 5, Logan's Third Subdivision to Delaware County, Iowa in the SE¼ of Section 14-T88N-R5W and part of the NE¼ Section 23-T88N-R5W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 110; also Parcel N - being a part of Lot 3, Logan's Fifth Subdivision to Delaware County, Iowa in the SE¼ of Section 14-T88N-R5W and part of the NE¼ Section 23-T88N-R5W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 111.

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is One Hundred Eight Thousand & 00/100----- Dollars ($ 108,000.00) of which Fifteen Thousand and 00/100---------- Dollars ($ 15,000.00) has been paid. Buyers shall pay the balance to Sellers at their residence or as directed by Sellers, as follows: $500.00 commencing Aug. 25, 1998 & $500.00 on the 25th day of each month thereafter until Aug. 25,2008 when the entire unpaid principal together with accrued interest shall be paid in full. It is understood that the monthly payments will not cover the interest, that unpaid interest will accumulate & also for interest as provided in par. #2 below. However buyers may bring the contract to a "positive cash flow" at any time & the monthly payments shall then change to $682.42 per month. All payments shall first be applied to interest accrued & then against principal.

2. **INTEREST.** Buyers shall pay interest from 8-1-98 on the unpaid balance, at the rate of 8 percent per annum, payable monthly as set forth in payments in par. #1 above. Buyers shall also pay interest at the rate of 8 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay taxes pro-rated to date of possession. It is contemplated that sellers will make the tax paymetn becoming delinquent on 10-1-98 & 4-1-99 & the tax payment becoming delinquent on 10-1-99 will be adjusted with sellers to pay 1/6 thereof. and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. [illegible]

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. [illegible] . All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on Aug. 1, 1998, provided Buyers are not in default under this contract. Closing shall be on or before Aug. 1, 1998.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

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DATE 12-24-98 BOOK 140 PAGE 359