Entered for taxation 21st day
of January A.D., 2004
Sharon McCurdy, Auditor
By [signature], Deputy
89-6

RECORDER FEE $ 16.00
AUDITOR FEE $ 5.00

2004 JAN 20 AM 10:58
BOOK 2004 PAGE 181
DEBORAH L. HYNES
DELAWARE COUNTY IOWA
FILED

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

AMENDMENT TO REAL ESTATE CONTRACT – INSTALLMENTS

RE: The Southwest quarter (SW¼) of the Northeast Quarter (NE¼), and the West one-half (W½) of the East one-half (E½) of the Southeast Quarter (SE¼), and that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) described as commencing at the Northeast corner of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and running thence West sixteen (16.0) feet, thence in a Southeasterly diagonal direction to a point sixteen (16.0) feet South of the point of beginning, thence North to the point of beginning, all in Section Six (6), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., subject to easements of record

NOW on this 8th day of January, 2004, Harley Willenborg and Rose Ann Willenborg, husband and wife, Sellers, and Russell Loesche and Freida Loesche, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, do hereby agree to the following:

1. That on the 12th day of March, 1994, a Real Estate Contract – Installments was signed between the Willenborgs, hereinafter referred to as the Seller, and the Loesches, hereinafter referred to as the Buyers. Said contract recorded on March 17, 1994, in the Delaware County Recorder's Office in Book 132, L.D., Page 354.

2. That the contract balance as of October 1, 2003, is $70,203.24 and that the contract has been extended to April 1, 2009, or six months after the death of the survivor of the Sellers, the Sellers being the Willenborgs, whichever occurs first.

3. That the payments shall be $7,694.12 which includes interest and principal, with interest to remain at the 6½% on the unpaid balance from October 1, 2003. That at all times shall the Buyer have the option to accelerate the principal payments.

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

4. That the above stated original contract was recorded on the 17th day of March, 1994, at 1:31 p.m. and recorded in the Delaware County Recorder's Office in Book 132, L.D., Page 354. That this is to be considered an amendment to the contract and an extension of said Real Estate Contract and that the previous Real Estate Contract – Installments shall remain as is with the exception of the above changes. That a deed upon consummation of said contract will be given by the Sellers to the Buyers.

We, the undersigned, have read over the foregoing and do hereby acknowledge that the above stated is our agreement and is an extension of said Real Estate Contract.

SELLERS:

Harley Willenborg
Harley Willenborg

Rose Ann Willenborg
Rose Ann Willenborg

BUYERS:

Russell Loesche
Russell Loesche

Freida Loesche
Freida Loesche

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 8th day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Harley Willenborg and Rose Ann Willenborg, husband and wife, Sellers, and Russell Loesche and Freida Loesche, husband and wife, Buyers, to me known to be the identical persons named, in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

KARLA KLUESNER
Commission Number 145960
My Comm. Exp. 1/14/2006

Karla Kluesner
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