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DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information (X) Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

TAX ADDRESS STMT: GERALD F. DOYLE 2266 JEFFERSON ROAD MANCHESTER, IA 52057

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Rose Mary Doyle (a/k/a Rosemary Elisabeth Doyle), a single person, of Manchester, Iowa, as Seller, and Gerald F. Doyle and Jo Ellen Doyle, husband and wife, of Manchester, Iowa, as Buyers, WITNESSETH the following:

WHEREAS, the Seller on the 24th day of February, 1978 sold to the Buyers the following described real estate:

See Exhibit "A" Attached Hereto

AND WHEREAS, the parties wish to state the current balance due and change the interest rate in accordance with the terms and conditions hereinafter contained.

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 as of April 1, 2004 the unpaid principal balance on the Real Estate Contract is $125,000.00.

2. The unpaid principal balance on the contract shall be paid as follows: $1,000.00 principal plus accrued interest on November 1, 2005 and a like payment of $1,000.00 principal plus accrued interest on the 1st day of each and every November thereafter until paid in full, provided however, that in the event of the death of Rose Mary Doyle, a/k/a/ Rosemary Elisabeth Doyle during the term of the contract that the entire remaining balance, including principal and any accrued interest, shall be due and payable in full within one year of the date of the said seller's death.

3. Commencing April 1, 2005 the unpaid balance of the purchase price shall bear interest at the rate of 4% per annum, payable annually by the buyers to the seller on the 1st day of November of each commencing November 1, 2005.

4. All of the other terms and conditions of the original contract dated February 24th, 1978, said contract being recorded in the Office of the Delaware County Recorder on March 8, 1978 in Book 103, Page 74 shall continue in force and effective.

IN WITNESS WHEREOF, the parties have executed this agreement this 20th day of April, 2005.

Seller:

Rose Mary Doyle a/k/a Rosemary Elisabeth Doyle

Buyer(s):

Gerald F. Doyle

Jo Ellen Doyle

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 20th day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rose Mary Doyle a/k/a Rosemary Elisabeth Doyle, 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
COMMISSION # 223445
MY COMMISSION EXPIRES
7-8-05

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 20th day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald F. Doyle and Jo Ellen Doyle, 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.



Notary Public in and for the State of Iowa

EXHIBIT "A"

The South one-half (being the South Eighty acres) of the Northwest fractional quarter of Section 3, and all that part of West Half of Southwest quarter of Section 3, and all that part of West half of Southwest quarter of Section 3 lying North and East of center of road, all in Township 88 North, Range 5 West of the 5th P.M., except that portion thereof included in the following description, to-wit:

Commencing at the Northeast corner of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Three (3), Township Eighty-Eight North, Range Five, West of the 5th P.M., thence South along the East line of said quarter-quarter section 465.0 feet, thence North 39°-48' West 416.8 feet to the point of beginning, thence North 39°-48' West 184.2 feet, thence North 50°-12' East 10.0 feet, thence North 39°-48' West 999.4 feet, thence Northwesterly 228.0 feet along a 1,075.9 feet radius curve, concave Northeasterly and tangent to the preceding course, thence North 80°-20' East 359.0 feet, thence South 3°-25' West 246.5 feet, thence South 13°-55' East 126.4 feet, thence South 39°-48' East 960.0 feet, thence South 50°-12' West 130.0 feet to the point of beginning.