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BUCHANAN COUNTY IA.
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Diane Curry
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RECORDER

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of September A.D., 2005
Sharon McCrabb, Auditor
By A. Schmidt, Deputy
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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

AMENDMENT TO REAL ESTATE CONTRACT

Recorder's Cover Sheet

Preparer Information:
Mr. Daryl E. Roberts, 110 Third Avenue SW, Independence, IA 50644

Taxpayer Information:
Hallmark Farms, LTD
1271 Buchanan Delaware Avenue
Lamont, IA 50650

mail - ENV ®

Return Document To:
Mr. Daryl E. Roberts
110 Third Avenue SW
Independence, IA 50644

Grantors:
Kenneth B. Hall

Grantees:
Hallmark Farms, LTD

Description, see page 2.

In Delaware County the real estate description is found on the contract dated January 15, 1988, and filed for record January 29, 1988, in Book 121, Page 347, in the office of the Delaware County, Iowa Recorder.

AMENDMENT TO REAL ESTATE CONTRACT

NOW on this 29th day of August, 2005, it is hereby agreed by and between KENNETH B. HALL, hereinafter referred to SELLER and HALLMARK FARMS, LTD, hereinafter referred to as BUYER, as follows:

WHEREAS, SELLER and BUYER entered into a Real Estate Contract filed for record on January 19, 1988 in Book 497, Page 317 in the office of the Buchanan County, Iowa Recorder, to the following described real estate:

> "The East ½ of the Northeast ¼, Section 13, Township 90 North, Range 7 West of the 5th P.M., Buchanan County, Iowa; and the West ½ of the Northwest ¼; the North ½ of the Northwest ¼ of the Southwest ¼, all in Section 18, Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa, except the following tract: Commencing at the Southwest corner of the West ½ of the Northwest ¼, Section 18, Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa, thence East 150 feet, thence North 150 feet, thence North 150 feet, thence West 150 feet thence South 150 feet to the point of beginning";

WHEREAS, the SELLER and BUYER desire to amend said Real Estate Contract by extending the date the contract shall be paid in full from January 5, 2003 to January 5, 2014 and BUYER shall be required to make payments of $5,000.00 commencing with January 5, 2006 plus accrued interest.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties amend the Real Estate Contract as follows:

1. That according to the terms of the original contract, principal payments shall be paid at the option of BUYER and the

principal of the contract shall be paid in full on January 5, 2014. This shall be amended as follows: The BUYER shall be required to make payments commencing with January 5, 2006 in the amount of $5,000.00 plus accrued interest and shall pay $5,000.00 plus accrued interest on each and every January 5 thereafter until this contract is paid in full on January 5, 2014. The parties agree that on the date of this amendment the balance due and owing on the principal is $38,000.00.

2. The parties affirm all of the other terms of the contract.

HALLMARK FARMS, LTD.

Kenneth B. Hall
Kenneth B. Hall

Melvin Hall
By Melvin Hall, President

Linda J. Hall
Linda J. Hall, Secretary

STATE OF IOWA)
)ss:
COUNTY OF BUCHANAN)

On this 29th day of August, 2005, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth B. Hall to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

DARYL E. ROBERTS
Commission Number 200006
My Commission Expires
December 12, 2006

Daryl E. Roberts
Notary Public in and for the State of Iowa

STATE OF IOWA)
)ss:
COUNTY OF BUCHANAN)

On this 29th day of August, 2005, before me, the undersigned,

a Notary Public in and for the State of Iowa, personally appeared Melvin Hall and Linda J. Hall to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument to which this is attached, and that Melvin Hall and Linda J. Hall as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Daryl E. Roberts

Notary Public in and for the State of Iowa

