

Book 2009 Page 1213
Document 2009 1213 Type 04 008 Pages 3
Date 3/27/2009 Time 11:41:32AM
Rec Amt $17.00 Aud Amt $5.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

AMENDMENT TO REAL ESTATE CONTRACT
Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057
(563) 927-5920

Taxpayer Information:
Laurence F. Lillibridge
5313 Western Blvd
Prescott Valley, Arizona 86314

Return Address
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057

Grantors:
Laurence F. Lillibridge
Helen Lillibridge

Grantees:
Daniel R. Krogmann
Mary Jean Krogmann

Legal Description: See Page 2

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Laurence F. Lillibridge and Helen L. Lillibridge as Trustees of the Laurence and Helen Lillibridge Revocable Trust, dated August 3, 1995 as Sellers, and Daniel R. Krogmann and Mary Jean Krogmann, husband and wife, as Buyers, WITNESSETH the following:

WHEREAS, Sellers on the 14th day of July, 1994 sold to the Buyers the following described real estate:

> The East One-Half (E½) of the Northwest Quarter (NW¼), and the West One-Half (W½) of the Northeast Quarter (NE¼), and Lots Three (3) and Four (4) of the Subdivision of the East One-Half (E½) of the Northeast Quarter (NE¼) according to plat recorded in Book A Plats, Page 54, all in Section Nine (9), Township Eighty Nine (89) North, Range Four (4), West of the Fifth Principal Meridian.

AND WHEREAS, the parties wish to extend the due date of the Real Estate Contract under the terms and conditions as stated herein.

NOW, THEREFORE, in consideration of one dollar ($1.00) and other good and valuable consideration paid by each party to the other party, receipt of which is hereby acknowledged, it is agreed as follows:

1. It is agreed that as of the date of the signing of this amendment the unpaid balance on the contract payable by the Buyers to the Sellers is $238,900.00.

2. The unpaid principal balance on the contract shall be paid as follows: $6,000.00 but not more than $25,000.00 (in $1,000.00 increments only) plus accrued interest on July 1, 2009 and a like payment of principal of not less than $6,000.00 nor more than $25,000.00 plus accrued interest on the 1st day of each and every July thereafter with the entire remaining balance, including principal and any accrued interest due and payable in full on July 1, 2024.

3. The unpaid balance of the purchase price shall continue to bear interest at the rate of 7% per annum, payable annually by the Buyers to the Sellers on the payment date as stated herein.

4. The parties also agree that in the event of the death of both Laurence F. Lillibridge and Helen L. Lillibridge during the term of the contract that the Buyers agree to pay the entire balance due, including principal plus accrued interest, on or before the date being six (6) months after the date of the death of the second to die.

5. All of the other terms and conditions of the original contract dated July 14, 1994, said contract being recorded in the Office of the Delaware County Recorder on July 14, 1994 in Book 133, L.D., Page 236 shall continue in force and effective.

IN WITNESS WHEREOF, the parties have executed this agreement this 25th day of March, 2009.

Seller(s):

Laurence F. Lillibridge

Laurence F. Lillibridge

Helen L. Lillibridge

Helen L. Lillibridge

Buyer(s):

Daniel R. Krogmann

Daniel R. Krogmann

Mary Jean Krogmann

Mary Jean Krogmann

STATE OF ARIZONA)
) ss:
COUNTY OF Yavapai)

This instrument was acknowledged before me on March 2,, 2009, by Laurence F. Lillibridge and Helen L. Lillibridge as Trustees of the Laurence and Helen Lillibridge Revocable Trust, dated August 3, 1995.

OFFICIAL SEAL
SCOTT A. SMITH
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Commission Exp. Oct. 12, 2012

Scott A. Smith

Notary Public in and for the State of Arizona

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 25th day of March, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel R. Krogmann and Mary Jean Krogmann, 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.

TRACY L. FONCK
Commission Number 223445
My Commission Expires
7-8-2011

Tracy L. Fonck

Notary Public in and for the State of Iowa