Book 2011 Page 1463

Document 2011 1463 Type 05 004 Pages 3
Date 5/03/2011 Time 1:55:43PM
Rec Amt $19.00 Aud Amt $5.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 4th day
of May A.D. 2011
Carla K. Becker Auditor
By D. Hildebrand Deputy
90-19

# AMENDMENT TO REAL ESTATE CONTRACT
## Recorder's Cover Sheet

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

**Taxpayer Information:**
Bradley D. Rausch
2845 140th Street
Earlville, Iowa 52041

**Return Address**
Thomas J. Hanson
Attorney at Law
401 East Main Street
Manchester, Iowa 52057

**Grantors:**
Howard W. Gentz
Ruth Gentz

**Grantees:**
Bradley D. Rausch
Carrie J. Rausch

**Legal Description:** Page 2

## AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Howard W. Gentz and Ruth Gentz, husband and wife, as Sellers and Bradley D. Rausch and Carrie J. Rausch, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common as Buyers, WITNESSETH the following:

WHEREAS, the Sellers on the 11th day of May, 2001 sold to the Buyers the following described real estate:

> The East one-half of the South West fractional quarter of Section Nineteen (19), Township Ninety (90) North, Range Three (3), West of the Fifth P.M.

AND WHEREAS, the parties wish to extend the contract under terms and conditions as stated herein.

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

1. It is agreed, that the parties will extend the due date of the real estate contract to January 1, 2017.

2. The current unpaid principal balance is $58,851.86. The parties agree that the Buyers shall pay to the Sellers accrued interest on May 11, 2011 in the amount of $1,519.67. Thereafter the balance of the purchase price of $58,851.86 shall be paid as follows: $4,500.00 including principal and interest on July 1, 2011; $4,500.00 including principal and interest on January 1, 2012 and a like payment of $4,500.00 including principal and interest on the first day of each July and first day of each January thereafter until January 1, 2017 when the entire remaining balance, including principal and any accrued interest shall be due and payable in full.

3. Commencing May 11, 2011 the unpaid principal balance shall bear interest of the rate of 5% per annum and shall be payable semi annually as stated herein.

4. All of the other terms and conditions of the original contract dated May 11, 2001, said contract being recorded in the Office of the Delaware County Recorder on May 11, 2001 in Book 2001, Page 1593 shall continue in force and effective.

**IN WITNESS WHEREOF**, the parties have executed this agreement this

3rd day of May, 2011.

Seller(s):

Howard W. Gentz

Howard W. Gentz

Ruth Gentz

Ruth Gentz

Buyer(s):

Bradley D. Rausch

Bradley D. Rausch

Carrie J. Rausch

Carrie J. Rausch

STATE OF IOWA )
) ss:
COUNTY OF DELAWARE )

On this 29th day of April, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Howard W. Gentz and Ruth Gentz, husband and wife, 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.

SARAH R ODELL
Commission Number 762480
My Commission Expires
April 6, 2013

Sarah R. Odell

Notary Public in and for the State of Iowa

STATE OF IOWA )
) ss:
COUNTY OF DELAWARE )

On this 3rd day of May, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bradley D. Rausch and Carrie J. Rausch, husband and wife, 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.

SARAH R ODELL
Commission Number 762480
My Commission Expires
April 6, 2013

Sarah R Odell

Notary Public in and for the State of Iowa