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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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:
Allen Hansen
105 South Church Street
Greeley, Iowa 52050

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

Grantors:
Kennith Orvie Cooke
Mary Jeanette Cooke

Grantees:
Allen Hansen
Nichole Hansen

Legal Description: Page 4

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and between Kennith Orvie Cooke and Mary Jeanette Cooke, husband and wife of Waverly, Iowa (as Sellers) and Allen Hansen and Nichole Hansen, husband and wife of Greeley, Iowa (as Buyers). WITNESSETH the following:

WHEREAS, Sellers on the 31st day of August, 2009 sold to Buyers real estate described as follows:

See attached legal description – Page 4

WHEREAS, Buyers have allowed the real estate taxes to become delinquent mandating that the Sellers pay real estate taxes plus interest in the amount of $5,305.38.

AND WHEREAS, the parties wish to amend the real estate contract to add the amount of real estate taxes and interest paid by Sellers on to the contract.

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 the balance due on the real estate contract following the August 1, 2013 payment was $45,734.12.

2. That Sellers have paid to the Delaware County Treasurer's Office taxes and interest owed by Buyers in the amount of $5,305.38. The parties agree that this was necessary in order to avoid having the property sold at tax sale.

3. The current unpaid balance on the contract shall now be increased by the sum of $5,305.38 as of August 31, 2013.

4. That Buyers will continue to make monthly payments in the amount of $400.00 which includes principal and accrued interest on the entire balance due including the $5,305.38 of taxes and interest that were paid by Sellers on Buyers' behalf.

5. The real estate contract will continue to bear interest at the rate of 5.125% and the entire remaining balance, including principal and any accrued interest, shall be due and payable in full on August 1, 2014.

6. All other terms and conditions of the original contract dated August 31, 2009 and filed August 31, 2009 in Book 2009, Page 3435 of the records of the Delaware County Recorder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement 28 day of September, 2013.

SELLER(S):

Kenneth O Cooke
Kennith Orvie Cooke

Allen Hansen
Allen Hansen

Mary Jeanette Cooke
Mary Jeanette Cooke

Nichole Hansen
Nichole Hansen

STATE OF IOWA)
) ss:
COUNTY OF Bremer)

On this 10 day of September, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kennith Orvie Cooke and Mary Jeanette Cooke, 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.

NOTARIAL SEAL IOWA
AMANDA BORGLUM
Commission Number 774498
My Commission Expires
9/23/15

Amanda Borglum
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 28 day of September, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Allen Hansen and Nichole Hansen, 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.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2016

Notary Public in and for the State of Iowa

Legal Description

Cooke – Hansen

The South one hundred ninety five (195.0) feet of Lot Twenty Two (22) of the Subdivision of all that part of the North one-half (N½) of the Northwest Quarter (NW¼) of Section Twenty Nine (29), Township Ninety (90) North, Range Four (4), West of the Fifth P.M. as lies West from the depot grounds of the Chicago, Milwaukee & St. Paul Railroad Company and not covered by Baker's First and Second Additions to Greeley, Iowa, according to plat recorded in Book 1 Plats, Page 44.

AND

Lot Seventeen (17) and Lot Twenty Two (22), except the South one hundred ninety five (195.0) feet of said Lot Twenty Two (22), in the Subdivision of all that part of the North one-half (N½) of the Northwest Quarter (NW¼) of Section Twenty Nine (29), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., as lies West from the depot grounds of the Chicago, Milwaukee & St. Paul Railroad Company and not covered by Baker's First and Second Addition to Greeley, Iowa, according to plat recorded in Book 1 Plats, Page 44.