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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

AMENDMENT TO REAL ESTATE CONTRACT
Recorder's Cover Sheet

Preparer Information:
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Taxpayer Information:
David J. Mullis
2506 155th Street
Earlville, Iowa 52041

Return Address
Thomas J. Hanson
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401 East Main Street
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Grantors:
Sylvester J. Mullis

Grantees:
David J. Mullis

Legal Description: Page 2

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made and entered into by and between Sylvester J. Mullis, a single person, hereinafter the "Seller" and David J. Mullis, hereinafter the "Buyer".

WHEREAS, the Seller on the 23rd day of December, 2010 sold to Buyer the real estate described as follows:

> The South One-Half (S½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 27; the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 34, all in Township 90 North, Range 4, West of the 5th P.M., in Delaware County, Iowa.

AND WHEREAS, said contract comes due on September 1, 2015 and the parties wish to extend the contract for a period of five years subject to the terms and conditions as contained 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 Buyer shall continue to make payments on the contact as follows:

   > principal of not less than $6,000.00 nor more than $10,000.00 plus accrued interest on March 1, 2016, and a like payment of principal of not less than $6,000.00 nor more than $10,000.00 plus accrued interest on September 1, 2016 and a like payment of principal and interest on the first day of each and every March and September thereafter until September 1, 2020 when the entire remaining balance, including principal and any accrued interest shall be due and payable in full. Buyer shall pay interest on the unpaid principal balance at the rate of 3% per annum. All payments shall be applied first against interest accrued and the balance on principal.

2. The parties further agree that notwithstanding the contract extension as contained in Paragraph 1 hereof, that in the event of the death of Sylvester J. Mullis during the term of this contract that the entire remaining balance of the contract, including principal and any accrued interest shall be due and payable in full on the date being six months from the death of the said Sylvester J. Mullis.

3. All other terms and conditions of the original contract dated December 23, 2010 and being recorded in the Office of the Delaware County Recorder on December 23, 2010 in Book 2010, Page 4194, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement this 9th day of September, 2015.

Seller: Buyer:

Sylvester J. Mullis

Sylvester J. Mullis David J. Mullis

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 9th day of September, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sylvester J. Mullis, 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.

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

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 28th day of August, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David J. Mullis, 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.

SARAH R. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2016

Notary Public in and for the State of Iowa