Entered for taxation 12th day
of January A D 2016
Carla K. Becker, Auditor
By P. Hildebrand, Deputy

Book 2016 Page 67

Document 2016 67 Type 04 008 Pages 3
Date 1/11/2016 Time 8:50:27AM
Rec Amt $17.00 Aud Amt $10.00

Daneen Schindler, 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:
Jason L. and Sarah M. Russell
393 Prairie Main Road
Monticello, Iowa 52310

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

Grantors:
Dennis V. Pisarik
Joyce A. Pisarik

Grantees:
Jason L. Russell
Sarah M. Russell

Legal Description: Page 2

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made by and Dennis V. Pisarik and Joyce A. Pisarik, husband and wife, as Sellers and Jason L. Russell and Sarah M. Russell, husband and wife as Buyers, WITNESSETH the following:

WHEREAS, the Sellers on the 8th day of August, 2014 sold to the Buyers the following described real estate:

> The NW ¼ of the SW¼ and the NW¼ of the NE¼ of the SW¼ of Section 15; and that part of the E½ of the NE¼ of the SE¼ lying east of the road in Section 16; all in Township 87 North, Range 4, West of the 5th P.M. in Delaware County, Iowa.

AND WHEREAS, the Buyers have made a substantial payment on the contract reducing the balance of the contract and that the parties now must adjust the monthly payments as agreed by the parties.

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

1. It is agreed that as of January 1, 2016 the unpaid balance on the contract payable by Buyers to Sellers is $90,000.00.

2. The unpaid balance on the contract shall be paid as follows: $590.79 (including principal and interest) on February 1, 2016 and a like payment of $590.79 (including principal and interest) on the first day of each and every month thereafter to and including March 1, 2032 with the entire remaining balance including principal and any accrued interest due and payable in full on April 1, 2032.

3. The interest rate on the contract shall remain at 3% per annum.

4. All of the other terms and conditions of the original contract dated August 8, 2014, said contract being recorded in the Office of the Delaware County Recorder on August 8, 2014 at Book 2014, Page 1937 shall continue in force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement this 29th day of December, 2015.

Seller(s):

Joyce Pisarik POA for
Dennis V. Pisarik dennis Pisarik

Joyce A. Pisarik
Joyce A. Pisarik

Buyer(s):

Jason L. Russell

Sarah M. Russell
Sarah M. Russell

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 29th day of December, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dennis V. Pisarik and Joyce A. Pisarik, 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.

NOTARIAL SEAL IOWA
ERIC J. HEIMS
Commission Number 172225
My Commission Expires
12-06-2017

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 29th day of December, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jason L. Russell and Sarah M. Russell, 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.

NOTARIAL SEAL IOWA
ERIC J. HEIMS
Commission Number 172225
My Commission Expires
12-06-2017

Notary Public in and for the State of Iowa