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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:
Kevin Nieman
2380 State Hwy 38
Delhi, Iowa 52223

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

Grantors:
Donna Jean Wall

Grantees:
Kevin Nieman

Legal Description: Page 2

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT, is made by and between Donna Jean Wall, a single person as "Seller" and Kevin Nieman as "Buyer", **WITNESSETH** the following:

WHEREAS, the Seller on the 19th day of December, 2005, sold to the Buyer real estate described as follows:

> The West ½ of the Northwest Quarter (NW¼) of Section Sixteen (16) and the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Seventeen (17), all in Township Eighty Eight (88) North, Range 4, West of the 5th P.M., except Parcel R part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) Section 17, Township 88 North, Range 4, West of the 5th P.M., according to the plat of 2005, Page 3836 of the records of the Delaware County Recorder and further excepting Parcel C, part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Seventeen (17), Township Eighty-Eight (88) North, Range 4, West of the 5th P.M., according to plat recorded on Book 8 Plats, Page 131 of the records of the Delaware County Recorder.

AND WHEREAS, the parties wish to extend the 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, the receipt of which is hereby acknowledged, it is agreed as follows:

1. It is agreed that as of the December 19, 2015 that the principal balance due on the Contract is $150,000.00.

2. The unpaid principal balance in the amount of $150,000.00 shall be paid as follows: $15,000.00 plus accrued interest on December 19, 2016 and a like payment of $15,000.00 plus accrued interest on the 19th day of each and every December thereafter until the entire remaining balance is paid in full. All payments shall be applied first against interest accrued and the balance on principal. The Buyer is prohibited from making any additional payments on principal or interest in any calendar year without the written consent of the Seller.

3. Commencing December 19, 2016 the interest rate will be reduced to 4.5% per annum.

4. The parties further agree that in the event of the death of Donna Jean Wall during the term of this Contract that the entire remaining balance of principal and accrued interest shall be due and payable in full on the date being six (6) months from the date of Donna Jean Wall's death.

5. All the other terms and conditions of the original Contract dated the 19th day of December, 2005 said contract being recorded in the Office of the Delaware County Recorder on December 19, 2005 in Book 2005, Page 4439 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of December, 2016.

SELLER:

Donna Jean Wall

Donna Jean Wall

Buyer:

Kevin Nieman

Kevin Nieman

STATE OF IOWA, COUNTY OF Delaware, **ss:**

On this 7th day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, Donna Jean Wall, a single person 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. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2019

Sarah R. Leonard

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware, **ss:**

On this 6th day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, Kevin Nieman, 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, 2019

Sarah R. Leonard

Notary Public in and for the State of Iowa