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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 2nd day
of February AD 2017
Carla K. Becker, Auditor
By P. Hildebrand, Deputy

PREPARER: Nick Strittmatter 123 East First Street PO Box 229 Monticello,IA 52310 Ph 319-465-3531
TAX INFO: John and Joanne Timm, 2303 Jones-Delaware Road, Monticello, IA 52310
RETURN TO: PREPARER

AMENDMENT TO REAL ESTATE CONTRACT

The undersigned, FLORENCE JEAN PRULL, a single person and unremarried widow of JOHN E. PRULL, deceased, Seller; and JOHN D. TIMM and JOANNE F. TIMM, husband and wife, Buyers, entered into a Real Estate Contract for the sale/purchase of the following described real estate situated in Delaware County, Iowa, described as:

The NE 1/4 of Section 34; the NW 1/4 of the NW 1/4, and the West two (2) rods of the SW 1/4, and the South one (1) rod of the West one (1) rod of the SW 1/4 of the NW 1/4 of Section 35, all in Township 87 North, Range 3, West of the 5th P.M., excepting therefrom the following:

The SW 1/4 of the SE 1/4 of the NE 1/4 of Section 34, Township 87, North, Range 3, West of the 5th P.M.

dated March 1, 2001 and recorded March 7, 2001 in Book 2001, Page 728 of the Delaware County Recorder records.

For adequate consideration acknowledged by both Seller and Buyers, the parties agree to eliminate Item No. 4 on the Addendum to the aforementioned Contract and in its place substitute the following:

4. It is and was the fervent hope and desire by the original Sellers, FLORENCE JEAN PRULL and JOHN E. PRULL, deceased, that this farm remain in the PRULL FAMILY and that in the event the Buyers' intend to sell, convey, or transfer the farm *prior to the completion of the Contract* to any person or entity other than their children and/or their lineal descendants, that Buyers will make reasonable efforts to determine whether any of JOANNE TIMM'S siblings or children of a deceased sibling has interest in purchasing the farm accompanied by the financial ability to purchase the farm at a reasonable price. The Seller understands that this does not place any legal requirement on the Buyers but rather shall stand as an expression of Seller's desire that the farm remain in the PRULL FAMILY.

All other terms and conditions of the original Real Estate Contract, not modified by this document, shall remain in full force and effect.

Agreeing to this Amendment to Real Estate Contract, the undersigned sign their names on the dates shown in the City of Monticello, Iowa.

Florence Jean Prull 1-26-17
FLORENCE JEAN PRULL, Seller Date

John D. Timm 1-26-17
JOHN D. TIMM, Buyer Date

Joanne F. Timm 1/26/17
JOANNE F. TIMM, Buyer Date

Subscribed and sworn to before me by FLORENCE JEAN PRULL on this 26th day of January, 2016.

N. L. STRITTMATTER
Commission Number 111429
My Commission Expires 4-5-18

N. L. STRITTMATTER Notary Public

Subscribed and sworn to before me by JOHN D. TIMM and JOANNE F. TIMM, husband and wife, on this 26th day of January, 2016.

N. L. STRITTMATTER
Commission Number 111429
My Commission Expires 4-5-18

N. L. STRITTMATTER Notary Public