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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:
Randy Hahn
969 East Main Street
Manchester, Iowa 52057

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

Grantors:
Dianne K. Foust

Grantees:
Randy Hahn

Legal Description: Page 2

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT, is made by and between Dianne K. Foust, a single person "Seller" and Randy Hahn, as "Buyer", **WITNESSETH** the following:

WHEREAS, Seller on the 6th day of January, 2014 sold to Buyer the following described real estate:

> Lot Three (3) of "Homeworks Subdivision" being a subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 232.

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 31, 2016 the unpaid balance on said contract payable by Buyer to Sellers is $56,944.00.

2. The unpaid balance principal balance shall be paid as follows: $900.00 (including principal and interest) on January 1, 2017 and a like payment of $900.00 (including principal and interest) on the 1st day of each and every month thereafter until January 1, 2020 when the entire remaining balance including principal and any accrued interest shall be due and payable in full.

3. The parties agree that the interest rate shall remain at 5% per annum.

4. All the other terms and conditions of the original Contract dated the 6th day of January, 2014 said contract being recorded in the Office of the Delaware County Recorder on January 6, 2014 in Book 2014, Page 25 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9 day of February, 2017.

SELLER:
Dianne K. Foust
Dianne K. Foust

Buyer:
Randy Hahn
Randy Hahn

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

On this 9 day of February, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, Dianne K. Foust, a single person 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, 2019

Notary Public in and for the State of Iowa

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

On this 9 day of February, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, Randy Hahn 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, 2019

Notary Public in and for the State of Iowa