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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SECOND 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 Ste A
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

SECOND 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 extended the contract pursuant to Amendment to Real Estate Contract filed October 12, 2017 in Book 2017, Page 2823 of the records of the Delaware County Recorder.

AND WHEREAS, the parties wish to make a Second Amendment to the Real Estate 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. As of December 31, 2019 the unpaid balance on said contract payable by the Buyer to Seller is $32,027.46. The Seller hereby forgives the balance due on said contract in the amount of $32,027.46.

2. That all previous payments due on said contract have been received and the Seller hereby forgives the remainder of the debt in the amount of $32,027.46. This shall be considered a forgiveness of debt by the Seller.

3. Upon the filing of this Second Amendment to Real Estate Contract the Seller shall provide a deed in fulfillment of said real estate contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this 24 day of January, 2020.

SELLER:

Dianne K. Foust

Dianne K. Foust

Buyer:

Randy Hahn

Randy Hahn

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 24th day of January, 2020, 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, 2022

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 24th day of January, 2020, 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, 2022

Notary Public in and for the State of Iowa