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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

~~Prepared by and return to:~~ Aaron M. Hubbard, Critelli & Hubbard, P.C., 9902 Swanson Boulevard, Des Moines, Iowa 50325-6932 (515) 255-8750

~~Grantor/Affiant:~~ Dennis Woods and Jimmie R. Downs

~~Grantee:~~ The Public

~~Legal Description:~~ Lot One (1) of Woods Addition, Madison County, Iowa

✓ Return to: Dennis Woods, PO BOX 151, NORWALK, IA 50211

AMENDMENT TO REAL ESTATE CONTRACT

Paragraph 1 of the Real Estate Contract filed March 16, 2009, in Book 2009, Page 734, shall be amended as follows:

Original Provision: Final balloon payment is due on June 30, 2009, which includes all unpaid principal, interest and any other accrued charges.

Amended Provision: Final balloon payment is due on June 30, 2010, which includes all unpaid principal, interest and any other accrued charges.

Paragraph 3 of the Real Estate Contract filed March 16, 2009, in Book 2009, Page 734, shall be amended as follows:

Original Provision: Seller shall pay all real estate taxes as they come due and payable.

Amended Provision: Buyer shall pay all real estate taxes as they come due and payable.

Paragraph 19 of the Real Estate Contract filed March 16, 2009, in Book 2009, Page 734, shall be amended as follows:

Original Provision: Insurance: Seller shall carry homeowner's insurance on the property with an insurable value on the property of at least the contract balance. Any additional insurance including contents insurance shall be the Buyer's sole responsibility.

Amended Provision: Insurance: Buyer shall carry homeowner's insurance on the property with an insurable value on the property which is to be at least the assessed value by the ~~Warren~~ County Assessor or the appraised value as solely determined by Community State Bank, whichever is higher. Buyer shall provide to Seller at time of signing this Amendment a valid homeowner's insurance policy showing Community State Bank and Dennis Woods as additional loss payees. If the homeowner's insurance is cancelled or lapses, it shall be deemed a breach of the Contract. Dennis Woods and Community State Bank shall be notified thirty (30) days in advance if the homeowner's insurance policy will lapse to allow them time to insure the property.

DW
Madison

Dated: aug 3 2009

Dennis Woods
Dennis Woods, Seller

Dated: Aug, 1, 2009

Jimmie R. Downs
Jimmie R. Downs, Buyer

STATE OF IOWA, COUNTY OF warren, ss:

On this 3 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Woods, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Kimberly Wilson
Notary Public in and for said State.

STATE OF IOWA, COUNTY OF Polk, ss:

On this 1 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Jimmie R. Downs, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Angela Francis
Notary Public in and for said State.

