

Document 2008 1951

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Rec Amt \$17.00 Aud Amt \$5.00

INDX ✓
ANNO ✓
SCAN

LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

~~AMENDMENT TO REAL ESTATE CONTRACT~~

Recorder's Cover Sheet

Preparer Information:

William E. Bump
211 SW 7th St., P.O. Box 366
Stuart, Iowa 50250
515-523-2843

Taxpayer Information:

Return Address

William E. Bump
211 SW 7th St., P.O. Box 366
Stuart, Iowa 50250

Grantors:

James Graham
Hazel Graham

Grantees:

James B. Leavell
Gwen G. Leavell

Legal Description: See Page 2

Document or instrument number if applicable:

AMENDMENT TO REAL ESTATE CONTRACT

This Amendment to Real Estate Contract, is entered into this 24th day of May, 2008 by and between James Graham a/k/a James L. Graham and James Lee Graham and Hazel Graham, husband and wife (hereinafter "Sellers") and James B. Leavell and Gwen G. Leavell, husband and wife, as Joint Tenants With Full Rights of Survivorship and Not as Tenants in Common, (hereinafter "Buyers") concerning a Real Estate Contract between the parties hereto filed the 7th day of January, 1998 in Book 138 at Page 376 (hereinafter "Real Estate Contract") and concerning the following described real property, to-wit:

The Northeast Fractional Quarter (NE fr1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

The parties agree that Real Estate Contract is hereby amended as follows:

1. The parties hereto agree that Paragraph One (1) (b) of said Real Estate Contract is amended by the addition of the following paragraph, to read as follows:

The parties further agree that the principal balance due under the terms of the Real Estate Contract, as amended hereby, as of February 1, 2008, is \$53,357.02. The parties further agree that said principal balance due shall be payable in equal monthly payments of \$640.00 including interest at the rate of 6.00% percent per annum. Interest thereon shall commence on January 1, 2008. The first such monthly payment shall be due on February 1, 2008, and shall continue thereafter on the first day of each succeeding month until paid in full.

2. Buyers herein, do hereby reaffirm and agree that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, Buyers voluntarily give up all of their rights to this protection for this property with respect to claims based upon this Real Estate Contract.

Dated: May 24, 2008

James B. Leavell
James B. Leavell, Buyer

Dated: May 24, 2008

Gwen G. Leavell
Gwen G. Leavell, Buyer

3. In all other respects, the parties hereto shall be bound by and shall comply with all provisions of Real Estate Contract as hereby amended.

Dated: May 27 08

James J. Graham
James Graham, Seller

Dated: May 24, 2008

Hazel M. Graham
Hazel Graham, Seller

~~Dated: May 21, 2008~~

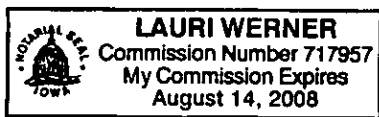
~~James B. Leavell
James B. Leavell, Buyer~~

Dated: May 24, 2008

Gwen G. Leavell
Gwen G. Leavell, Buyer

State of Iowa, County of Stony, ss:-

On this 24 day of May, 2008, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JAMES GRAHAM and HAZEL GRAHAM, husband and wife, to me know to be the person named in and who executed the within and forging instrument, and acknowledged that they executed it as their voluntary act and deed.



Lauri Werner
_____, Notary
in and for said County and State of Iowa

State of Iowa, County of Stony, ss:-

On this 24 day of May, 2008, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JAMES B. LEAVELL and GWEN G. LEAVELL, husband and wife, to me know to be the person named in and who executed the within and foregoing instrument, and acknowledged that they executed it as their voluntary act and deed.



Lauri Werner
_____, Notary
in and for said County and State of Iowa