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BOOK 143 PAGE 387
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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS INSTRUMENT PREPARED BY: WILLIAM E. BUMP, BUMP & BUMP LAW FIRM
111 NORTHWEST SECOND, STUART, IOWA 50250

AMENDMENT TO REAL ESTATE CONTRACT

This Amendment to Real Estate Contract, is entered into this 29th day of December, 2000 by and between Marguerite K. Lillie, a single individual, as Seller and Richard Sesker and Marilyn Sesker, Husband and Wife, as Buyers concerning a Real Estate Contract between the parties hereto dated the 6th day of September, 1994 and recorded in the Office of the Madison County Recorder on September 12, 1994 in Book 133 at Page 372 (hereinafter "Real Estate Contract") and concerning the following described real property, to-wit:

The South Half (S ½) of the Southeast Quarter (SE ¼) and Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-One (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West and the North Fractional One-half of the Northeast Quarter (NE ¼) of Section Six (6), Township Seventy-six (76) 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 the principal balance due under the terms of Real Estate Contract on October 15, 2000 is \$91,425.98 dollars. The parties further agree that said balance due shall be payable at the rate of \$1,288.00 per month including interest and the rate of 8.0% per annum until the 15th day of January, 2001 at which time said interest rate shall increase to a rate of 8.5% per annum and shall continue thereafter at said rate until paid in full. Said monthly payments shall be due on the 15th day of each succeeding month until paid in full.

2. In consideration for the foregoing, seller does hereby agree to execute and deliver to Buyers, a Warranty Deed in partial satisfaction of Real Estate Contract, pursuant to the terms provided therein, concerning the following described property, to-wit:

Parcel "A" located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa as shown in the Plat of Survey thereof recorded on November 28, 2000, in Book 3, Page 648, Madison County Records;

AND

The North Fractional half (Nfr ½) of the Northeast Quarter (NE1/4) of Section Six (6), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

EXCEPT

Parcel "A" located in the Northeast Quarter (NE1/4) of Section Six (6), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded on November 28, 2000, in Book 3, Page 649, Madison County Records.

3. The parties hereto agree that all parties shall promptly record this Amendment to Real Estate Contract in the office of Madison County Recorder upon execution hereto. Upon proof delivered by the Buyers that this amendment is superior in priority to all other mortgages or liens of record with respect to the real property which is the subject of Real Estate Contract, except a portion thereof conveyed by reason of this amendment, Seller shall deliver the above Warranty Deed in Partial Satisfaction of Real Estate Contract.

4. Buyers agree that upon delivery of the Seller's Warranty Deed in partial satisfaction of Real Estate Contract, they shall pay to Seller the cash sum of \$350.00 of partial reimbursement to Seller for her expenses associated with this Amendment to Real Estate Contract.

Dated: 12/29/00

Marguerite K. Lillie
Marguerite K. Lillie, Seller

Dated: 12-29-2000

Richard Sesker
Richard Sesker, Buyer

Dated: 12-29-00

Marilyn Sesker
Marilyn Sesker, Buyer

State of Iowa, County of MADISON, ss:-



On this 29 day of December, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marguerite K. Lillie, 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.

Carl Jackson
Commission Expires June 3, 2001 Notary
in and for said County and State of Iowa

State of Iowa, County of MADISON, ss:-



On this 29 day of ~~November~~ ^{December}, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard Sesker and Marilyn Sesker, 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.

Carl Jackson
Commission Expires June 3, 2001, Notary
in and for said County and State of Iowa