Document 2004 2826

Book 2004 Page 2826 Type 03 10 Pages 3 Date 6/18/2004 Time 8:24 AM Rec Amt \$21.00 Aud Amt \$5.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON 10WA

> COMPUTER RECORDED COMPARED

Preparer

Information: Jerrold B. Oliver, P.O. Box 230, Winterset, IA 50273 (515) 462-3731

Address Tax Statement:

Mr. and Mrs. Nathan M. Bunch 15790 Wildwood Drive Clive, IA 50325

AMENDMENT TO REAL ESTATE CONTRACT

The real estate contract made and entered into, by and between Harvey E. Florer, Trustee of the Harvey E. Florer Trust and the Hildreth N. Florer Trust dated February 13, 1992, Sellers, and Nathan M. Bunch and Brooke M. Bunch, as joint tenants with full rights of survivorship and not as tenants in common, Buyers, which contract was recorded on March 30, 2004 in Book 2004 on Page 1354 of the Recorder's office of Madison County, Iowa and which provides for the sale of the following described real estate:

Parcel "A", located in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirtythree (33), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 20.392 acres, as shown in Plat of Survey filed in Book 3, Page 414 on March 29, 1999, in the Office of the Recorder of Madison County, Iowa, EXCEPT Parcel "K", a part of existing said Parcel "A", containing 8.004 acres, as shown in Plat of Survey filed in Book 3, Page 542 on January 31, 2000, in the Office of the Recorder of Madison County, Iowa.

is hereby amended as follows:

- Paragraph one is amended to provide that the balance of the purchase price in the 1. amount of \$49,500.00 shall be due and payable by Buyers paying Sellers \$300.00 per month on the first day of each month commencing May 1, 2004 until April 1, 2014 when the entire unpaid balance shall be due and payable. Said monthly payments shall be applied first to the interest then unpaid then next upon the balance of the principal.
- Sellers agrees that the existing tenants lease shall be terminated effective March 1, 2. 2005.
- Sellers agrees that when existing crop is removed, that the property will be 3. prepared for seeding and such seeding performed by Buyers
- Sellers agree to pay Buyers rent for such premises in the amount of \$400.00 for 4. the calendar year 2004 to be on or before June 1, 2004.
- Any necessary fencing required between the property being purchased by Buyers 5. and Sellers adjacent land shall be paid for and maintained 50% by Seller and 50% by Buyer.

In all other respects that said contract is ratified and approved. 6.

Harvey E. Florer Trust & Hildreth N. Florer Trust

Nathan M. Bunch

What Harvey E. Florer, Trustee

Pathon M. Bunch

Stock M. Strock

Brooke M. Bunch

By: Harvey E. Florer, Trustee

(Section 558.39 Code of Iowa)



STATE OF <u>IOWA</u>	, COUNTY OF	MADISON	, ss:	
On this 14 day of 540	1e 2004	before me, the und	dersigned, a Notar	y Public in and for
the said State, personally appeared		Harvey E. Florer	. 7.0	to me known to
be the identical person named in	and who executed th	ne foregoing instru	ıment, and ackno	wledged that the
person, as the fiduciary, executed	d the instrument as the	e voluntary actra	nd deed of the p	erson and of the
fiduciary.	Carol K	OK veingu	Notary Public in a	and for said State.

Acknowledgment: For use in the case of an individual fiduciary

CAFOL KIERNAN Commission Number 010892 My Commission Expires February 18, 2005

STATE OF _	Iowa	COUNTY OF	Madison	, ss	; :
This instrum	ent was acknowl	edged before me on	May	22,2	004
by,	Nathan	edged before me on M. Bunch	and o	BROOKE	B. Byrch
•			· · · · · · · · · · · · · · · · · · ·		<u> </u>

JERROLD B. OLIVER Commission Number 201442 My Commission Expires August 26, 2006 Notary Public