

REC \$ 15.00
AUD \$ 50.00
R.M.F. \$ 1.00

AGREEMENT MODIFYING CONTRACT

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPALED	<input type="checkbox"/>

THIS AGREEMENT is made this 18th day of September, 2002, between Carolyn M. Nimmo, hereinafter called "Seller" and Rocky Funke and Dorie Funke, formerly husband and wife, each now single persons, hereinafter "Buyers".

WHEREAS, the parties hereto have previously entered into a written contract for the sale and purchase of the following described real estate:

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and that part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Seventeen (17) lying West of the middle of the channel of Grand River, in Section 17 in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

said contract having been filed for record May 10, 1991, at Book 128, Page 715 of the Madison County records; and

WHEREAS, the parties now wish to modify said contract by allowing Buyers to pay \$25,000.00 on the principal due on said contract and receive a deed to the following described real estate:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, Township 74, Range 29 West of the 5th P.M., and that part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 17 lying West of the Middle of the channel of the Grand River; and

WHEREAS, the parties agree that the balance of principal owed after the September 15, 2002 payment on said contract, will be \$37,301.72; and after the payment of \$25,000.00 as above set out, shall be \$12,301.72; and

WHEREAS, the parties agree that the balance of principal of \$12,301.72 shall draw interest at the rate of 8.75%, the entire balance of principal and interest to be amortized over a period of 39 months 5 years, monthly payments of principal and interest thereon shall be \$364.27 for 38 months and \$331.58 for the 39th and final month.; and

WHEREAS, Buyers agree to reimburse Sellers for all costs incurred by Sellers for this modification of contract;

IT IS FURTHER UNDERSTAND AND AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Buyers shall give Seller \$25,000.00 in cash paid on the principal of the original contract between the parties.

Prepared By: Paul R. Husher, 801 Court St., Adel, IA 50003-1485

004622
 Inst. No. 3003
 Book 3003 Page 4622
 Filed for Record this 19 day of September 19 2002
 Michelle Utisler, Recorder, By Paul R. Husher Deputy
 11:03 am
 STATE OF IOWA, SS.
 MADISON COUNTY,

2. Seller shall give Buyers a Special Warranty Deed, warranting title to the last above-described real estate, to the date of the original contract between the parties.

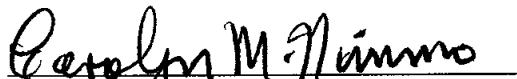
3. The parties further agree that upon the payment of the balance of the purchase price of \$12,301.72 together with interest thereon at the rate of 8.75% payable on the unpaid balance monthly, in 38 monthly payments \$364.27 and a final payment of \$331.58, according to the terms set out herein, Seller will convey the balance of the real estate described in the original contract by Special Warranty Deed, warranting title to the remainder of said real estate, to the date of the original contract between the parties.

4. Buyers shall reimburse Sellers for all costs incurred by Sellers for this modification of contract.

5. Seller agrees to release Buyer, Dorie Funke; and Dorie Funke agrees to release Seller from any further liability under the terms and provisions of said original contract.

6. In all other respects not in conflict herewith, or specifically provided otherwise herein, the terms and provisions of the original contract between the parties shall remain in full force and effect.

SELLER:

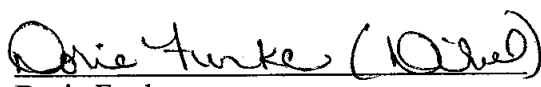


Carolyn M. Nimmo

BUYERS:



Rocky Funke

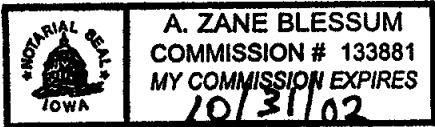


Dorie Funke

STATE OF IOWA

COUNTY OF Madison SS:

On this 18th day of Sept., A.D. 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Carolyn M. Nimmo, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

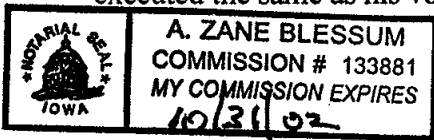


[Signature]
Notary Public in the State of Iowa

STATE OF IOWA

COUNTY OF Madison SS:

On this 18th day of Sept., A.D. 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Rocky Funke, 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.



[Signature]
Notary Public in the State of Iowa

STATE OF IOWA

COUNTY OF Union SS:

On this 11 day of Sept., A.D. 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Dorie Funke, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



[Signature]
Notary Public in the State of Iowa