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LISA SMITH, COUNTY RECORDER  
MADISON IOWA

CHEK

REAL ESTATE CONTRACT ADDENDUM AGREEMENT  
Recorder's Cover Sheet

Preparer Information:

Todd G. Nielsen  
211 N. Maple St.  
Creston, IA 50801

Taxpayer Information

JoAnn Keys  
300 W. Lincoln St.  
Macksburg, IA 50155

✓ Return Document to:

Todd G. Nielsen  
211 N. Maple St.  
Creston, IA 50801

Grantors:

Alva H. Carlson  
Judith A. Carlson

Grantees:

Christopher Keys  
JoAnn Keys

Legal Description: See Page 2

**REAL ESTATE CONTRACT  
ADDENDUM AGREEMENT**

This Real Estate Contract Addendum is made this 16 day of January, 2007, by and between Alva H. Carlson and Judith A. Carlson, husband and wife ("Sellers") and Christopher Keys and JoAnn Keys, husband and wife ("Buyers"),

**RECITALS**

WHEREAS, Sellers entered into a Real Estate Contract-Installments with Rachel Overbay, a single person, dated April 13, 2004, and filed April 14, 2004, at Book 2004, Page 1605 of the Madison County, Iowa records in which Rachel Overbay agreed to buy and Sellers agreed to sell the real estate legally described as:

Lots Thirteen (13) and Fourteen (14) in Block Three (3) of W.O. Lee's Addition to the Town of Macksburg, Madison County, Iowa and the South Half (S1/2) of the vacated alley lying North of Lots Thirteen (13) and Fourteen (14) in Block Three (3) of W.O. Lee's Addition to the Town of Macksburg, Madison County, Iowa.

WHEREAS, Rachel Overbay assigned and conveyed her purchaser's interest in said Real Estate Contract via Quit Claim Deed to Buyers; and

WHEREAS, Sellers hereby acknowledge and consent to said assignment and conveyance; and

WHEREAS, Buyers and Sellers desire to amend the Real Estate Contract between them;

NOW, THEREFORE, in consideration of the Recitals set forth above and the mutual covenants and agreements contained herein, the sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

1. The due date for monthly payment found in Paragraph 1 shall be changed to the 25<sup>th</sup> day of each month.
2. The amount of the monthly hazard insurance payment made from buyers to Sellers each month found in Paragraph 4 of the Addendum shall be \$35.00. Beginning with January, 2007, Buyers shall have the option of obtaining their own hazard insurance on the subject real estate and Buyers' responsibility to make payment to Sellers under Paragraph 4 of the Addendum shall cease.
3. Buyers agree that they will not use a wood burning stove on the premises during the term of the Contract.

4. In the event Buyers are convicted of a State or Federal charge in which this real estate is used to facilitate such crime, said conviction is a breach and grounds for termination of this Contract by Sellers.
5. Sellers hereby waive the right to accelerate or call due the unpaid balance of principal and interest pursuant to Paragraph 2 of the Addendum and expressly consent to the assignment of the Real Estate Contract from Rachel Overbay to Buyers.
6. Sellers shall execute a Special Warranty Deed concurrently with the execution of this Addendum Agreement conveying title to Buyers. Said Deed shall be delivered to Sellers attorney to be held in escrow pending completion of performance by Buyers.
7. In all other manners and respects the Real Estate Contract dated April 13, 2004, and filed April 14, 2004, at Book 2004, Page 1605 of the Madison County, Iowa records shall remain in full force and effect.

Dated this 16 day of January, 2007.

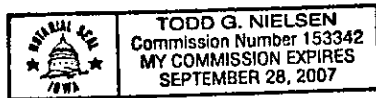
Alva H. Carlson  
Alva H. Carlson

[Signature]  
Christopher Keys

Judith A. Carlson  
Judith A. Carlson

[Signature]  
JoAnn Keys

SUBSCRIBED AND SWORN to before me by Alva H. Carlson and Judith A. Carlson, husband and wife, this 12 day of January, 2007.



[Signature]  
NOTARY PUBLIC

SUBSCRIBED AND SWORN to before me by Christopher Keys and JoAnn Keys, husband and wife, this 16<sup>th</sup> day of January, 2007.



[Signature] Madison Co.  
NOTARY PUBLIC