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H.M.F. \$ 1⁰⁰

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FILED NO. 679
BOOK 139 PAGE 404
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Orville W. Bloethe 702 Third St. Victor, IA 52347 319-647-3121

**AMENDMENT TO REAL ESTATE CONTRACT -
INSTALLMENTS**

Real Estate Contract was heretofore entered into by and between Donald W. Heldenbrand and Jean W. Heldenbrand, husband and wife, as Contract Sellers, and James M. Applegate and Jolene M. Applegate, husband and wife as joint tenants with full rights of survivorship and not as tenants in common. Said Real Estate Contract concerned land in Madison County, State of Iowa, and was described as follows, to-wit:

Beginning at the center of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence S89°55.50'E 230.0 feet, thence S 0°00'W 330.0 feet, thence S89°55.50'E 100.0 feet, thence S0°00'W 230.0 feet, thence S87°39.75'W 330.3 feet, thence N0°00'E 573.9 feet to the point of beginning containing 3.54 acres, including 0.60 acres of county road and hereafter called Parcel B - NW¼ SE¼ Section 14-77-27

Said Contract is now amended to add additional consideration of not to exceed Fifteen Thousand Dollars (\$15,000.00) to the present outstanding balance which is Seventy-Seven Thousand Fifteen Dollars and Twenty-Nine/100ths (\$77,015.29) as of July 1, 1998, same being after the receipt of the 46th monthly payment. The purpose of the additional advance in money is for improvements to be made on said premises. It is agreed that advancements may be made over a period of time, however not in excess of another Fifteen Thousand Dollars (\$15,000.00). Interest shall accrue thereon from date of advancement at eight percent (8%) with interest to be paid monthly and with principal payments to be made in a sum not less than Five Hundred Dollars (\$500.00) plus additional principal payments in multiples of even One Hundred Dollars (\$100.00), with not less than Five Hundred Dollars (\$500.00) to be paid each and every year. The full remaining additional sum loan shall be re-paid fifteen (15) years

from the date hereof. In order to compute the interest, the last principal balance multiplied by eight percent (8%) and then divided by twelve (12) will equal the interest for that particular month. The process will be repeated each month as the payments are due hereunder.

It is agreed that all payments shall be made to the account of the Sellers at Farmers & Merchants Bank, Winterset, Iowa, the same location as the other payments were made under the initial Contract.

The initial Contract of Sale was recorded in Book 133 at Page 237. The description was thereafter corrected by Instrument No. 1035, recorded October 13, 1995 and recorded in Book 135 at Page 36, and this Amendment amends both of said Contracts.

The additional funds advanced pursuant to this Agreement shall constitute a lien on the premises until fully paid. It is further agreed that the Purchaser may pay additional sums in multiples of even One Hundred Dollars (\$100.00's), all without limitation on any payment on any monthly payment date.

There is incorporated herein the various provisions of Real Estate Contract - Installments as set forth in the instrument recorded in Book 135 at Page 36. Same are incorporated herein by this reference.

It is further agreed that in event there is forfeiture of the initial Contract, then the proceedings in order to collect under this Contract shall be taken at the same identical time so that there is a foreclosure of all of the security interest in the Seller herein, with same being done at one time to facilitate the legal proceedings necessary in order to collect the unpaid purchase price.

It is further agreed that the security shall be the premises, the funds being advanced herein being for repair and improvement of farm real estate which was the subject matter of the Contract recorded in Book 133 at Page 237 and corrected as to description by Instrument recorded in Book 135 at Page 36, Office of the Madison County, State of Iowa, Recorder's Office.

Dated this 3rd day of August, 1998.

- 3 -

Donald W. Heldenbrand
Donald W. Heldenbrand
P.O. Box 140
Van Meter, IA 50261

Jean W. Heldenbrand
Jean W. Heldenbrand
P.O. Box 140
Van Meter, IA 50261

James M. Applegate
James M. Applegate
1256 Quail Ridge
Van Meter, IA 50261

Jolene M. Applegate
Jolene M. Applegate
1256 Quail Ridge
Van Meter, IA 50261

STATE OF IOWA)
Poweshiek COUNTY) ss:

On this 3rd day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald W. Heldenbrand and Jean W. Heldenbrand, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Patty White
Notary Public
in and for said County and State.

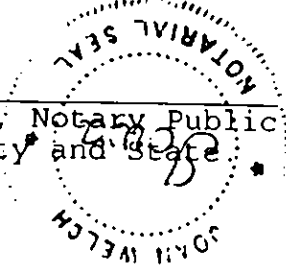
STATE OF IOWA)
Iowa COUNTY) ss:

On this 7 day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared James M. Applegate and Jolene M. Applegate, husband and wife, to me known to be the identical persons named

in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Juan Welch

in and for said County and State



A circular notary seal for Juan Welch, Notary Public. The seal contains the text "NOTARIAL SEAL" at the top and "JUAN WELCH" at the bottom. The center of the seal features a signature and the text "Notary Public".