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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072 (515) 758-2267

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT is made on March 1, 1999 between Mae E. Martens and Samuel H. Braland as Trustees of the Mae E. Martens Trust, herein referred to as Seller; and Frederick R. Martens and Helen I. Martens, husband and wife, as tenants in common, herein referred to as Buyers,

WITNESSETH:

On March 15, 1993 Buyers entered into a real estate contract with the Estate of Clarence H. Martens as Seller for the sale and purchase of the following described real estate, to-wit:

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Fourteen (14), and the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), and the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of Section Eleven (11), and the West 20 Acres of the Southwest Quarter (W. 20 A. SW $\frac{1}{4}$) of Section Twelve (12); all in Township Seventy-seven (77) North of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Said real estate contract was recorded on June 24, 1993 in Book 131, Page 677, in the Office of the Recorder of Madison County, Iowa. The contract was assigned by the Estate of Clarence H. Martens to Mae E. Martens and Samuel H. Braland as Trustees of the Mae E. Martens Trust pursuant to assignment recorded on July 8, 1993 in Book 131, Page 718, in the Office of the Recorder of Madison County, Iowa.

In consideration of the mutual covenants herein contained, and by consent of the parties hereto, the real estate contract described above is hereby modified, amended and changed in the following respects only:

Purchase Price Payment and Interest Rate Provisions. The purchase price payment provisions applicable on and after March 1, 1999 as contained in paragraph 2 of the addendum to the contract, and the interest rate provisions contained in paragraph 3 of said addendum are hereby amended and modified to now provide as follows:

- (a) \$48,000.00 principal shall be paid on March 1, 1999. The principal balance remaining after said payment is the sum of \$200,000.00. Said principal balance shall be paid in semi-annual installments of \$6,666.67 on each September 1st and March 1st, commencing September 1, 1999. The final semi-annual installment shall be paid on March 1, 2014 in the amount of \$6,666.57. Commencing March 1, 1999, Buyers shall have the right at their option and without penalty to prepay up to one (1) year's worth of principal during any calendar year of the contract. Any prepayment toward said limit shall be made on September 1st and/or March 1st. After the date of death of Mae E. Martens, Buyers shall have the right at their option without penalty to make additional payments on principal in any amount on any date, even to the extent of payment of the full balance of principal then remaining. Payment of interest then accrued shall accompany any prepayment of principal.

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 1st day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mae E. Martens and Samuel H. Braland, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons, as such fiduciaries, executed the same as the voluntary act and deed of such persons and of such fiduciaries.

Susan Clark

Notary Public in and for the State of Iowa.

