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

AMENDMENT TO REAL ESTATE CONTRACT

This Amendment to Real Estate Contract made and entered into by and between Eunice K. Winebrenner, hereinafter called "Seller", and Richard Winebrenner and D. Jean Winebrenner, hereinafter called "Buyers". **(Original Contract dated 3-17-88, Book 124, Page 169).**

WHEREAS, Seller and Marshall R. Winebrenner, husband and wife, entered into a Real Estate Contract with Buyers for the sale of the following described real estate:

West Half (1/2) of the Northeast Quarter (1/4) and the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-six (26), and a tract described as commencing at the Southeast Corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-five (25), and running thence West 160 rods, thence North 26 2/3 rods, thence East 160 rods, thence South 26 2/3 rods to the place of beginning, all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

WHEREAS, Seller now owns all of the vendor's interest in and to said Real Estate Contract. FILED NO. 5330

WHEREAS, the parties desire to amend said Contract. BOOK 141 PAGE 656

NOW THEREFORE IT IS AGREED AS FOLLOWS: 99 JUN 28 PM 3: 21

1. The parties agree that the principal balance presently unpaid on said Contract is \$41,200.

2. The parties agree that interest is paid in said Contract through date of June 30, 1999, and that Buyers shall pay interest from said date of June 30, 1999, upon the unpaid balance at the rate of 5% per annum, payable annually on December 10th of each year, beginning December 10, 1999.

3. Seller agrees to forgive the entire unpaid principal balance due on said Contract as

MICHELLE DISLER
 RECORDER
 MADISON COUNTY, IOWA



follows:

\$8,240 shall be deemed to be forgiven each year on December 10th of each year beginning December 10, 1999, until December 10, 2004, when the entire principal balance shall be deemed to be forgiven. In the event Seller dies before December 10, 2004, the entire unpaid principal balance shall be deemed to be forgiven as of the date of her death.

Dated this 28th day of June, 1999.

SELLER:

Eunice K. Winebrenner
Eunice K. Winebrenner

BUYERS:

Richard Winebrenner
Richard Winebrenner

D. Jean Winebrenner
D. Jean Winebrenner

STATE OF IOWA

: SS

MADISON COUNTY

On this 28th day of June, 1999, before me, the undersigned, a Notary Public in and for the said State, personally appeared, Eunice K. Winebrenner, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed



Duane Gordon
Notary Public in and for the State of Iowa

STATE OF IOWA

: SS

MADISON COUNTY

On this 28th day of June, 1999, before me, the undersigned, a Notary Public in and for the said State, personally appeared, Richard Winebrenner and D. Jean Winebrenner, 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.



Duane Gordon
Notary Public in and for the State of Iowa