

AMENDMENT TO REAL ESTATE CONTRACT

THIS AMENDMENT TO REAL ESTATE CONTRACT, made and entered into by and between JOHN J. PENICK and ROSE MARY PENICK, Husband and Wife, hereinafter called "Sellers", and ELDON L. PRYE and MARY M. PRYE, hereinafter called "Buyers".

WHEREAS, Sellers and Buyers entered into a Real Estate Contract dated May 19, 1986, for the sale of the following-described real estate:

The North Half (N1/2) of the Fractional Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, except a parcel of land described as follows: Beginning at the North Quarter Corner of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County; thence South 00°00'00", 1,312.96 feet; thence South 86°30'06" West 595.00 feet along the South line of the North Half (N1/2) of the Fractional Northwest Quarter (NW1/4) of said Section thirty-one (31); thence North 00°00'00", 1,305.67 feet to the North line of said Fractional Northwest Quarter (NW1/4); thence North 85°48'06" East 594.49 feet to the point of beginning. Said parcel contains 17.85 acres, including 0.55 acres of County road Right-of-Way. NOTE: The east line of the North Half (N1/2) of the Fractional Northwest Quarter (NW1/4) of Section Thirty-one (31), Township seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, is assumed to bear due North and South,

FILED NO. 3174  
BOOK 136 PAGE 279  
96 MAY 20 AM 10:41  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 10.00  
AUD \$ 1.00  
R.M.F. \$ 1.00

COMPUTER   
RECORDED   
COMPARED

which contract is filed for record in Book 122, Page 58 of the Recorder's Office of Madison County, Iowa; and

WHEREAS, the parties desire to amend said contract to extend the due date of the contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOW:

1. The above-described Real Estate contract is hereby amended to provide that the date on which the final balance is due and payable shall by June 5, 2001. Buyers shall continue to pay the sum of Two Hundred Fifty dollars (\$250.00) per month on said Contract on or before the 5th day of each month until

said date of June 5, 2001. Said monthly payments shall be applied first to the interest then unpaid and next upon the balance of the principal.

2. In all other respects, said Contract is ratified and confirmed.

Dated this 18th day of May, 1996.

BUYERS: Eldon L. Frye  
Eldon L. Frye  
Mary M. Frye  
Mary M. Frye *ELK.*

SELLERS: John Penick  
John Penick  
Rose Mary Penick  
Rose Mary Penick

STATE OF IOWA :  
:SS  
MADISON COUNTY:

On this 18th day of May, 1996, before me the undersigned, a Notary Public in and for said State, personally appeared Eldon L. Frye and Mary M. Frye, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged the they executed the same as their voluntary act and deed.

George I. Bown  
Notary Public in and for the State of Iowa

