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AMENDMENT TO REAL ESTATE CONTRACT

It is hereby agreed that one certain Real Estate Contract dated October 10, 1990, filed November 20, 1990 and duly recorded in Book 128 Page 274 in the Office of the Madison County Recorder for the sale of the following described real estate:

The Northeast Quarter (NE\(\frac{1}{3}\)) of Section Thirteen (13), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., and the Northwest Fractional Quarter (NWfr\(\frac{1}{3}\)) of Section Eighteen (18), and the East half of the Southwest Fractional Quarter (E\(\frac{1}{3}\)SWfr\(\frac{1}{3}\)), containing 73.12 acres, and the South half of the West half of the Southwest Fractional Quarter (S\(\frac{1}{3}\)W\(\frac{1}{3}\)SWfr\(\frac{1}{3}\)), containing 36.56 acres, and the South half of the Northeast Quarter (S\(\frac{1}{3}\)NE\(\frac{1}{3}\)) of Section Seven (7), All in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, subject to Mortgage to Federal Land Bank of Omaha (Farm Credit Services) dated March 10, 1977, filed March 11, 1977 and duly recorded in Mortgage Record 125 Page 763 in the Office of the Madison County Recorder.

be and is hereby amended in the following particulars:

- 1. The unpaid principal after the March 1, 1993 payment was \$150,000.00 which shall be paid in fifteen (15) payments of \$10,000.00 principal plus interest beginning March 1, 1994 and payable on each March 1 thereafter. Option to Buyers to make additional payments on principal including the entire unpaid balance after March 1, 1999.
- The interest rate on unpaid principal shall be reduced to 7% per annum effective October 1, 1993 and interest shall be payable each March 1 beginning March 1, 1994.
- 3. Sellers agree to keep balance of mortgage to Federal Land Bank of Omaha (Farm Credit Services) less than or equal to balance due under this contract and further authorizes Buyers to receive information from Farm Credit Services concerning the status of the note and mortgage on this real estate.
- 4. All other terms of the original Contract not inconsistent with this Amendment shall remain in full force and effect. Dated this 18^{CL} day of October, 1993.

Arnett Waddingham

Edward M. Woodson, Trustee of the Edward M. Woodson, Declaration of Trust dated October 26, 1981.

REC 1/0 The Maddingham

AUD L. Woodson, Trustee of the Judy A. Woodson, Declaration of Trust dated October 26, 1981.

MADISON COUNTY, SS Inst. No. 1295 Filed for Record this 18 day of November 19 93 of 10:15 AM Book 132 Page 250 Recording Fee 1 11:00 Michelle Utsler, Recorder, By Deputy

STATE OF IOWA,

COUNTY OF MADISON,

On this <u>26th</u> day of October, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Arnatt Waddingham and Irene M. Waddingham, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as the woluntary act and deed.

John F Casper , Notary Public in and for the State of Iowa.

STATE OF Lowa

COUNTY OF Adair

On this _______ day of October, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward M. Woodson, Trustee of the Edward M. Woodson Declaration of Trust under Agreement dated Oct. 26, 1981, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person as such fiduciary executed the same as the voluntary act and deed of such person and of such fiduciary.

STATE OF Lowa.

ss.

COUNTY OF Adair,

On this 18th day of October, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Judy A. Woodson, Trustee of the Judy A. Woodson Declaration of Trust under agreement dated Oct. 26, 1981, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person as such fiduciary executed the same as the voluntary act and deed of such person and of such fiduciary.

in and for the State of <u>Lowa</u>.



HELEN E. ERBES COMMISSION EXPIRES

April 11, 1994

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