

FILE No. 000270 FILED FOR RECORD THE 12th DAY OF February STATE OF IOWA, CLARKE COUNTY:
7:20 P.M. 1987 AT 10:20 Eugene Kendall Recorder
A O'CLOCK 65 M. BOOK 230 PAGE 230 By James Black Deputy

AMENDMENT TO REAL ESTATE CONTRACT

This Amendment To Real Estate Contract is entered into this 26 day of February, 1987, by and between Florine E. Minnick, a single person, Nina June Keeney and her husband Ralph Keeney, Jimmy N. Minnick and his wife Beth Minnick, Linda Jean Meier, a single person, and Jackie Harryman and her husband Jeff Harryman, as sellers, and Richard E. Johnson and Naomi B. Johnson, husband and wife, as buyers, and

WHEREAS, Buyers entered into a real estate contract with Florine E. Minnick as Executor of the Estate of Charles F. Minnick, deceased, as Sellers, said contract being dated August 18, 1981, and filed August 20, 1981, in Book 57 at Page 267 of the records of the Recorder of Clarke County, Iowa, being also recorded in Book 116 at Page 57 of the records of the Recorder of Madison County, Iowa, said real estate contract involving the following described real estate, to-wit:

The Northeast Fractional Quarter of the Northwest Quarter (NE Fr. 1/4 NW 1/4), except the South 200 feet thereof, in Section One (1), Township Seventy-three (73) North, Range Twenty-six (26) West of the 5th P.M., Clarke County, Iowa, containing 40 Acres more or less.

and

The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section Thirty-six (36), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., in Madison County, Iowa. Containing 40 Acres more or less.

Said contract also involved additional real estate not involved in this Amendment, and

WHEREAS, the Estate of Charles F. Minnick has now been administered and under the Will of the said Charles F. Minnick, Florine Minnick, Nina June Keeney, Jimmy N. Minnick, Linda Jean Meier and Jackie Harryman became the owners of the above described real estate, subject to the Buyers contract interest therein and the Sellers interest in said real estate contract was assigned to the respective beneficiaries, and

WHEREAS, there is presently due and owing under said real estate contract, Principal of \$50,500.00 plus accrued interest thereon at the rate of 9 percent per annum, from March 1, 1986, and

WHEREAS, the value of farm land in southern Iowa has substantially decreased, and

WHEREAS, the Buyers and the Sellers have re-negotiated the above referred to contract,

IT IS HEREBY AGREED AS FOLLOWS:

1. That the principal balance due under the contract above referred to shall be reduced to \$37,500.00 effective March 1. 1987.
2. Buyers shall pay to Sellers, on March 1, 1987, the accrued interest on \$50,500.00 at 9 percent per annum, computed from March 1. 1986, in accordance with the contract above referred to as originally drafted.
3. That on March 1, 1987, or at such time as this Amendment to Real Estate Contract has been executed by all parties, the Buyers shall pay to the Sellers, \$15,000.00 to be applied against the principal due under the contract being hereby amended.
4. That in consideration of the payment of the \$15,000.00 cash, the Sellers and Buyers agree, that the Principal balance due under the real estate contract above referred to as hereby amended, shall be reduced to \$22,500.00, representing a discounting of the principal due under the original contract of \$13,000.00.

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 MARY E. WELTY
 RECORDER
 MADISON COUNTY, IOWA

5. The Buyers shall pay the balance, under the said real estate contract, as amended, of \$22,500.00 by paying \$2000.00 or more, principal plus accrued interest on the unpaid balance, on March 1, 1988, and \$2000.00 or more, principal plus accrued interest on the unpaid balance, on the 1st day of each March thereafter, until March 1, 1992, when the unpaid balance, plus accrued interest, shall be due and payable. Interest on the unpaid balance, as amended, shall be at the rate of 9 percent per annum from March 1, 1987, computed on the adjusted principal balance of \$22,500.00.

6. All other provisions of the real estate contract of August 18, 1981, above referred to, not effected by this Amendment, shall remain in full force and effect.

Signed this 26 day of February, 1987.

Florine E. Minnick
Florine E. Minnick

Richard E. Johnson
Richard E. Johnson

Mina June Keeney
Mina June Keeney

Naomi B. Johnson
Naomi B. Johnson, Buyers

Ralph Keeney
Ralph Keeney

Jimmy N. Minnick
Jimmy N. Minnick

Beth Minnick
Beth Minnick

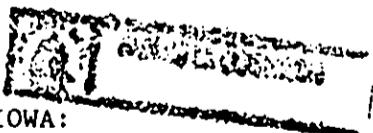
Linda Jean Meier
Linda Jean Meier

Jackie Harryman
Jackie Harryman

Jeff Harryman
Jeff Harryman, Sellers

STATE OF IOWA:
:ss:
COUNTY OF CLARKE:

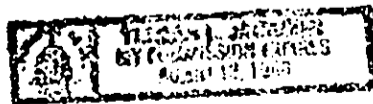
Now on this 12 day of February, 1987, before me, the undersigned, a Notary Public in and for the said County and State personally appeared Richard E. Johnson and Naomi B. Johnson, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the State of Iowa.

STATE OF IOWA:
:ss:
COUNTY OF CLARKE:

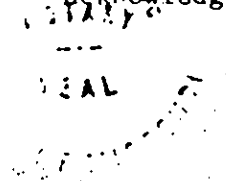
Now on this 23rd day of February, 1987, before me, the undersigned, a Notary Public in and for the said County and State personally appeared Florine E. Minnick, a single person, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



[Signature]
Notary Public in and for the State of Iowa.

STATE OF MO :
:ss:
COUNTY OF Carter :

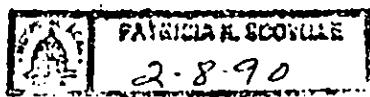
Now on this 26th day of February, 1987, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Nina June Keeney and Ralph Keeney, Wife and husband, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Mary E. Smith
Notary Public in and for said County and State.
Commission Expires: 5/8/87

STATE OF Iowa :
:ss:
COUNTY OF Story :

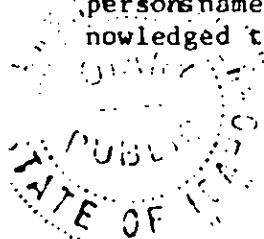
Now on this 21 day of February, 1987, before me, the undersigned, a Notary public in and for the said County and State, personally appeared Linda Jean Meier, a single person, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Patricia A. Scoville
Notary Public in and for said County and State.

STATE OF Idaho :
:ss:
COUNTY OF Lewis :

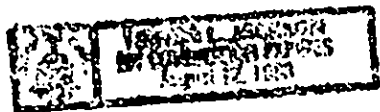
Now on this 6th day of ~~February~~ ^{MARCH}, 1987, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Jimmy N. Minnick and Beth Minnick, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Mercedes Kidd
Notary Public in and for said County and State.

STATE OF IOWA :
:ss:
COUNTY OF CLARKE :

Now on this 23rd day of February, 1987, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Jackie Harryman and Jeff Harryman, wife and husband, 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 their voluntary act and deed.



Gordon S. Jackson
Notary Public in and for said County and State.