

SECOND AMENDMENT TO REAL ESTATE CONTRACT

WHEREAS, the undersigned parties have made and entered into a real estate sales contract which is dated March 26, 1977 and filed for record on April 28, 1977 in the Madison County Recorder's Office in Book 47 at Page 582;

WHEREAS, this real estate sales contract has been amended by an agreement, dated April 7, 1986 and filed for record on April 7, 1986 in the Madison County Recorder's Office in Book 52 at page 796;

WHEREAS, the contract as amended has a balloon payment due on or before April 1, 1987;

WHEREAS, the principal balance remaining under this contract upon the payment of the April installment in the sum of \$145.60 is the sum of \$8,877.33;

WHEREAS, the undersigned parties mutually desire to continue and extend the aforesaid contract, as amended, for a period of thirty-six (36) months from April 1, 1987 upon the terms and conditions hereafter set forth.

IT IS THEREFORE AGREED BY THE UNDERSIGNED PARTIES that the said real estate contract, as amended, between them is hereby amended to extend the final payment date under said contracts as hereafter provided.

IT IS FURTHER AGREED BY THE PARTIES that the Buyer shall pay the principal balance of \$8,877.33 to the Seller at the residence of Seller, or as directed by Seller, as follows:

The Buyer shall pay \$290.63, or more, on or before May 1, 1987; and \$290.63, or more, on or before the first day of each and every month thereafter until April 1, 1990 at which time the entire balances remaining unpaid shall be payable in full. Said monthly payments shall include principal and interest. Payments shall be credited first towards interest accrued to the date of payment and the balance towards reduction of principal.

IT IS FURTHER AGREED BY THE PARTIES that the Buyer shall pay interest from April 1, 1987 upon the unpaid balances in the sum of \$8,877.33 at the rate of eleven percent (11%) per annum payable monthly as aforesaid.

FILED NO. **1861**
BOOK 53 PAGE 458

Fee \$10.00

1987 MAR 19 AM 11:33

Compared

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

IT IS FURTHER AGREED BY THE PARTIES that if the Buyer shall fail to perform this Agreement in any respect, time being made the essence of this Agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or, Sellers may declare the full balance owing due and payable and proceed suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers.

IT IS FURTHER AGREED BY THE PARTIES that the Buyer shall pay Seller the sum of \$75.00 as attorney fees incurred in the preparation of this amended sales contract.

IT IS FURTHER AGREED BY THE PARTIES that the real estate contract and the first amendment thereto described above is in all other respects confirmed and ratified except as may be expressly amended by this Agreement.

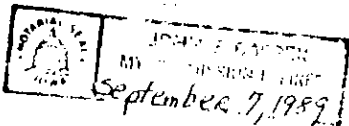
Mabel Lamport
Mabel Lamport, Seller
315 North 4th Avenue
Winterset, Iowa 50273

Albert Dean Baker
Albert Dean Baker, Buyer

Marjorie J. Baker
Marjorie J. Baker, Buyer
517 South Eighth Avenue
Winterset, Iowa 50273

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 18th day of March, A.D. 1987, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mabel Lamport, Albert Dean Baker and Marjorie J. Baker, 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.



John E. Casper
John E. Casper, Notary Public