

AMENDMENT TO REAL ESTATE CONTRACT

This Agreement made and entered into this 28th day of June, 1988, witnesses:

WHEREAS, Jaquelynn Stephenson as Seller and Wade J. Porter and Becky S. Porter as Buyers entered into an installment real estate contract dated February 2, 1988 which was filed for record on February 3, 1988 and recorded in Town Lot Deed Record 54 at page 117; and,

WHEREAS, said contract incorrectly described the premises to be conveyed.

NOW, THEREFORE, IT IS AGREED by and between the undersigned that the installment real estate contract, dated February 2, 1988 and recorded in Town Lot Deed Record 54 at page 117 be and is hereby amended as follows:

1. The description of the real estate appearing in the original contract recorded in Town Lot Deed Record 54 at page 117 is stricken and the following description inserted in lieu thereof.

All that part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Ten (10), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, described as beginning at a point where the South line of the North Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) intersects the public highway as now established and traveled, thence northeasterly along the centerline of said public highway to the North line of said Section Ten (10), thence easterly to the Northeast Corner of said Section Ten (10), thence South along the East line of said Section Ten (10) to the Southeast Corner of the said Northeast Quarter (1/4) of the Northeast Quarter (1/4), thence West to the Southwest Corner of said Northeast Quarter (1/4) of the Northeast Quarter (1/4), thence North to the said South line of the North Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) thence East to the place of beginning, excepting therefrom all that part of the South Half (1/2) of said Northeast Quarter (1/4) of the Northeast Quarter (1/4) lying West of the public highway; and all that part of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Ten (10) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying on the North side of Clanton Creek and containing five (5) acres more or less; and Out Lot Six (6) and a part of Out Lot Nine (9) described as commencing in the center of Clanton Creek on the North line of said Out Lot Nine (9) at a point 220 feet East of the Northwest Corner thereof, and running thence West 220 feet to the Northwest Corner of said Out Lot Nine (9), thence South along the West line of said Out Lot Nine (9) 485 feet to Clanton Creek, thence in a Northeasterly direction following Clanton Creek to the point of beginning, all in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

2. The undersigned parties do hereby disclaim any and all right, title and interest in any real estate described in the contract recorded in Town Lot Deed Record 54 at page 117 other than the real estate described in paragraph 1 hereof.

Compared

FILED NO. 2428
BOOK 54 PAGE 320

1988 JUN 29 PM 12:33

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

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3. All other provisions of the contract recorded in Town Lot Deed Record 54 at page 117 are hereby ratified and confirmed and are binding upon the undersigned parties and in full force and effect.

Wade J. Porter
Wade J. Porter

Jaquelynn Stephenson
Jaquelynn Stephenson

Becky S. Porter
Becky S. Porter

BUYERS

SELLER

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 28th day of June, A.D. 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jaquelynn Stephenson, Wade J. Porter and Becky S. Porter, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Beth Flander
Beth Flander Notary Public in and for said State