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AMENDMENT TO REAL ESTATE CONTRACT

MARY E. WELTY RECORDER Fee Manisparchiety \$10.00

This amendment to real estate contract is made <u>Orhober</u>, 1988, between the Heirs of Aurilla Walker, namely Sheryl Henley, Brenda Little, Marlene Waddingham, Larry Walker and Mark Walker, hereinafter referred to as Sellers, and H. Kent Baker and Bonnie L. Baker, hereinafter referred to as Buyers.

## RECITALS

- 1. Due to the death of the original Seller, Aurilla Walker, the Heirs of Aurilla Walker as previously set forth shall become owners of her interest in a real estate contract dated December 22, 1978 and filed December 29, 1978 in Book 108 on Page 488 of the Office of the Madison County Recorder.
- 2. Buyers and Sellers wish to affirm the amount remaining due and owing on said contract and revise the payment schedule set forth on said original contract.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN, the parties agree that the original real estate contract shall be amended as follows:

- 1. The Heirs of Aurilla Walker, namely Sheryl Henley, Brenda Little, Marlene Waddingham, Larry Walker and Mark Walker shall be designated as Sellers in this matter.
- The principal balance remaining as of March 1, 1987 is \$63,000.00. Said principal and interest which shall remain at 8 1/2 percent per annum, shall be paid as follows: All accrued interest shall be paid on or before March 1st of each year until the entire balance of this real estate contract as amended is paid in full. There shall be no principal payment required on March 1, 1989. A \$2,500.00 principal payment will be due on March 1, 1990. For the years 1991 through 1999, a principal payment in the amount of \$4,200.00 per year shall be due on March 1 of each year with the balloon payment for the remaining balance due and owing on the contract to be paid on March 1, 1999. The Buyers shall be able to prepay any interest or principal during the life of this contract without penalty Payments should be made to the "Heirs of Aurilla therefore. Walker" and sent to Sheryl Henley at Rural Route 1, Box 15 in

Peru, Iowa 50222, unless written notice is received regarding different instructions for payment.

- Sellers shall execute a Warranty Deed for said property in the real estate contract and place said deed, along with the abstract of title in escrow with the firm of Don Carlos, Jungmann, Blessum & Hight, P.C.
- In all other aspects, the original real estate contract dated December 22, 1978 and filed December 29, 1978 in Book 108 on Page 488 of the Office of the Madison County Recorder, shall remain in full force and effect.

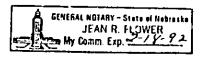
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H. KENT BAKER	
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BONNIE L. BAKER	DIIVEDO

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**SELLERS** 

STATE OF NEBRASKA, COUNTY OF weeln, ss:

On this 24 day of Clauder, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared H. Kent Baker and Bonnie L. Baker 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.



NOTARY PUBLIC IN AND FOR SAID COUNTY & STATE

MARK WALKER

STATE OF IOWA, COUNTY OF MADISON, ss:

on this 15th day of Alexander , 1988, before me, ary Public in and for said County and the undersigned, a Notary Public in and for said County and State, personally appeared Sheryl Henley, Brenda Little, Marlene Waddingham, Larry Walker and Mark Walker 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.



NOTARY PUBLIC IN AND FOR SAID COUNTY & STATE