

**CONFIRMED**

FIRST AMENDMENT TO REAL ESTATE CONTRACT

WHEREAS, Yvonne Colleen Scrivner, hereafter referred to as Seller, and Steven T. Kirk and Renee Linn Kirk, formerly known as Renee Linn Gray, hereafter referred to as Buyer, are the parties to a real estate sales contract which is dated August 12, 1983 and filed for record in the Madison County Recorder's Office on August 17, 1983 in Deed Record Book 117 at page 189; and,

WHEREAS, as of March 15, 1989, the Buyer owes on said contract the principal balance of Twenty Seven Thousand Ten Dollars and Sixty-nine Cents (\$27,010.69) plus accrued interest; and,

WHEREAS, the undersigned parties mutually desire to extend the real estate sales contract and to adjust the schedule of payments as hereafter provided.

NOW, THEREFORE, IT IS AGREED BY THE UNDERSIGNED PARTIES that the said real estate contract between the Seller and Buyer is hereby amended to provide as follows:

1. The Buyers agree to pay the principal balance described above to the Seller at the residence of the Seller, or as directed by Seller, as follows:

Two Hundred Sixty-three Dollars and Fifty-three Cents (\$263.53), or more, due on or before April 15, 1989; Two Hundred Sixty-three Dollars and Fifty-three Cents (\$263.53), or more, due on or before the 15th day of each month thereafter until September 15, 1991; Two Hundred Eighty and no/100 Dollars (\$280.00), or more, due on or before September 15, 1991; and, Two Hundred Eighty and no/100 Dollars (\$280.00), or more, due on or before the 15th day of each month thereafter until January 1, 1994 when all unpaid balances shall be due and payable in full. The monthly payments shall include principal and interest. All monthly payments shall be first credited towards interest accrued to the date of payment and the balance shall be applied towards the reduction of principal.

2. The Buyers agree to pay interest from March 15, 1989 upon the unpaid balances at the rate of ten percent (10%) per annum payable monthly as provided in paragraph 1 above until August 15, 1991; and, the Buyer shall pay interest from August 15, 1991 upon the unpaid balances at the rate of ten and one-half percent (10 1/2%) per annum payable monthly as provided in paragraph 1 above.

3. The parties agree that the real estate contract described above is in all other respects confirmed and ratified except as may be expressly amended by this agreement.

Dated at Winterset, Iowa on this 24 day of March, 1989.

Yvonne Colleen Scrivner Steven T. Kirk  
Yvonne Colleen Scrivner Steven T. Kirk

SELLER

Renee Linn Kirk  
Renee Linn Kirk  
formerly known as Renee Linn Gray  
BUYERS

335 Iowa, Apt. 5  
Martensdale, Iowa 50160

SELLER'S ADDRESS

Rural Route 1  
St. Charles, Iowa 50240  
BUYERS' ADDRESS

STATE OF IOWA )  
 ) SS  
MADISON COUNTY )

On this 28 day of March, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Yvonne Colleen Scrivner to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Steven P. Weeks, Notary Public in and for said County and State

STATE OF IOWA )  
 ) SS  
MADISON COUNTY )

On this 24 day of March, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven T. Kirk and Renee Linn Kirk 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.



Steven P. Weeks Notary Public in and for said County and State