

FOURTH AMENDMENT TO REAL ESTATE CONTRACT

This Fourth Amendment to the Real Estate Contract is made and entered into between Merle Haselhuhn and Lela Haselhuhn, hereafter "Sellers" and Richard E. Casson and Teressa M. Casson, hereafter "Buyers".

WHEREAS, on May 13, 1966, Walter Bricker as the Seller and the Buyers entered into a Real Estate Contract upon the real estate legally described as:

The Northeast Fractional Quarter (NE Fr. $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa;

WHEREAS, Walter Bricker is now deceased and Sellers have acquired the interest of Walter Bricker in and to said contract by inheritance;

WHEREAS, said Contract currently provides for a rate of interest at the rate of eleven and one-half percent (11.5%) per annum;

WHEREAS, the parties agree that the principal balance owing under said Contract after the March 1, 1989 payment is in the sum of Forty-eight Thousand Nine Hundred Thirty-five Dollars and Fifty-two Cents (\$48,935.52); and,

WHEREAS, the parties desire to amend said Contract to provide for change in the rate of interest upon the outstanding contract principal.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. The Buyer agrees to pay the balance of the purchase price in the sum of Forty-eight Thousand Nine Hundred Thirty-five Dollars and Fifty-two Cents (\$48,935.52) as follows:

Nine Thousand Two Hundred Forty-two Dollars (\$9,242.00), or more, due on or before March 1, 1990; and, Nine Thousand Two Hundred Forty-two Dollars (\$9,242.00), or more, due on or before the First (1st) day of March of each year thereafter until all balances due and payable hereunder are paid in full. These annual payments include principal and interest. All payments shall be credited to the interest accrued to the date of payment and the balances shall be credited towards the reduction of principal. The Buyer agrees to pay interest upon the unpaid principal balances from March 1, 1989 at the rate of 9.4% per annum payable annually as above provided.

Compared

FILED NO. 702
BOOK 126 PAGE 114

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee \$10 .00

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2. It is further agreed that beginning March 1, 1992 the annual payment and interest rate payable by the buyer on the then unpaid principal shall revert to the payment and interest rate provided in paragraph one of the Second Amendment to Real Estate Contract unless the parties herein agree to a different payment and/or interest rate.

3. The Buyer reserves the right to repay principal at any time without penalty.

4. Said real estate contract as previously amended is hereby ratified and confirmed in all other respects.

Dated on this 10 day of ^{OCTOBER} ~~August~~, 1989.

Richard E. Casson
Richard E. Casson

Merle Haselhuhn
Merle Haselhuhn

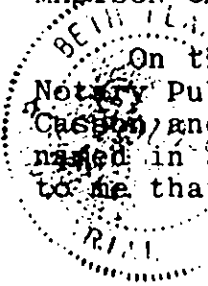
Teressa M. Casson
Teressa M. Casson

Lela Haselhuhn
Lela Haselhuhn

BUYERS

SELLERS

STATE OF IOWA)
) SS:
MADISON COUNTY)



On this 10th day of ~~August~~ ^{October}, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard E. Casson and Teressa M. Casson, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Beth Flander
Notary Public in and for the
State of Iowa
Beth Flander

STATE OF IOWA)
) SS:
DALLAS COUNTY)

On this 17 day of August, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Merle Haselhuhn and Lela Haselhuhn, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Robert R. Jordan
Notary Public in and for the
State of Iowa