



UNION STATE BANK

201 WEST COURT AVE. P.O. BOX 110
WINTERSSET, IOWA 50273-0110 PHONE 515 462-2181

BRANCH OFFICE: TRURO

AMENDMENT

AMENDMENT TO RENT WITH OPTION TO PURCHASE-REAL ESTATE CONTRACT DATED THE 1st DAY OF OCTOBER, 1988, SIGNED BY DENNIS D. NEAL AND LORA L. NEAL, FILED NO. 558 BOOK 56 PAGE 167, SEPTEMBER 6, 1990.


Reference see exhibit I.
to the Town of Winterset, Madison County, Iowa.


Having performed the provisions of paragraph one (1) of above mentioned contract, the purchaser elects to proceed to paragraph 17, exhibit one (1) under the following terms:

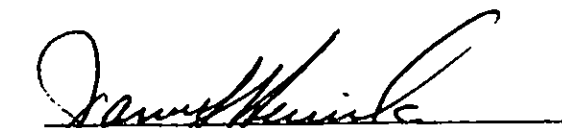
Seller agrees to finance buyer's balance of \$34,500.00 at an interest rate of eleven and one-half (11½) percent. The payments are \$365.00, with a five (5) year balloon, first payment beginning October 1, 1990 and 59 payments each succeeding 1st day of the month. An additional \$100.00 will be paid by buyers for escrow of taxes and insurance.

All other provisions of the above mention contract remain and pertain to the provisions of this amendment.

Dated October 1, 1990 at Winterset, Iowa.


Dennis D. Neal


Lora L. Neal
Winterset, Iowa 50273


James F. Herrick, President

Union State Bank
Winterset, Iowa 50273

FILED NO. 734

BOOK 56 PAGE 225

90 OCT -1 PM 1:53

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

COMMUNITY BETTERMENT BANKING

Exhibit I. Attached to and by this reference made a part of a certain real estate contract between Union State Bank, seller, and Dennis Neal and Lora L. Neal, buyers and executed on October 1, 1988.

A tract of land commencing in the middle of the public highway at the Southwest corner of the North Half (N½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), and running thence E. 251.95 feet, thence N. 176 feet, thence W. 251.95 feet to the middle of said highway, thence S. 176 feet to the beginning, and the E. 212.64 feet of the N. 16.33 feet of the W. 3½ acres of the N. 36 rods and 8 feet of the South Half (S½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), All in Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, reserving unto Grantors and easement over the E. 15 feet thereof.

17. ADDITIONAL PROVISIONS.

In the event of default and forfeiture of this contract, all sums paid to the Bank will be considered rent and will not be subject to refund.

In the event Buyers has timely made all payments called for under the terms of this Contract and have otherwise met all their obligations hereunder, and in the event this Seller would obtain a first mortgage lien position in the event of financing, Sellers agree to finance Buyers balance of \$34,500.00 at \$400.00 per month at the prevailing interest rate at Union State Bank, Winterset, Iowa, and under the same terms and conditions as required by Union State Bank, Winterset, Iowa.

IF THE MORTGAGOR SHALL CONVEY AWAY SAID PREMISES OR ANY PART THEREOF, OR IF THE TITLE THERETO SHALL BECOME VESTED IN ANY PERSONS OTHER THAN MORTGAGOR IN ANY MANNER WHATSOEVER then and in every such case the whole principal sum secured by this mortgage with all interest thereon and all other amounts hereby secured shall, at the option of the Mortgagee be and become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law foreclosure of or other proceeding upon this mortgage or by any other proper legal or equitable procedure without declaration of said option and without notice.

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing the contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

X Dennis Neal
Dennis Neal, Mortgagor
Lora L. Neal
Lora L. Neal, Mortgagor

Jean W. Lange
October 1, 1988

STATE OF IOWA
County of Madison

On this 1st day October, A.D. 1988, before me appeared Jean W. Lange to me personally known, who, being by me duly sworn, did say that he is the Chairman respectively of Union State Bank and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was sealed in behalf of said corporation by authority of its board of directors, and said Jean W. Lange acknowledged said instrument to be the voluntary act and deed of said corporation.



Sherry A. Tolley
Sherry A. Tolley
Notary Public in and for Madison
County, Iowa.