

December 10, 1990

91 JAN 21 AM 9:37

COMPAREDMICHELLE HITSLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the real estate contract dated July 23, 1979, filed for record July 25, 1979 at Deed Record 109, Page 203, in the records of the Madison County, Iowa, Recorder with Byron Christensen and Christina Christensen, contract purchasers, and Roy Everett Short and Shirley J. Short, contract vendors, is hereby amended and modified as follows:

1) The contract payments will be changed from an annual Two Thousand Dollars (\$2,000.00) per year plus interest to monthly payments of Three Hundred Twenty-Nine Dollars and Seventy Cents (\$329.70) principal and interest starting October 1, 1989, and the same amount due the first of every month thereafter until the balance is paid in full.

2) In addition to the monthly principal and interest payment contract purchasers agree to pay a monthly escrow payment for taxes and insurance. This amount to be determined by the contract vendor from time to time to reflect One-twelfth (1/12) the estimated annual taxes and insurance premiums. Any shortage in the escrow account to be due immediately from contract purchasers or spread out in escrow shortage payments as the contract vendor deems necessary.

3) The principal balance on this contract is Twenty-eight Thousand One Hundred Thirty-Nine Dollars and Sixty-Four Cents (\$28,139.64) with interest and late payments accrued to December 11, 1990, but as of said date payments are still due for September, October, November and December, 1990.

4) Since the contract purchaser is delinquent in payments and real estate taxes are delinquent at this time, contract purchasers agree to make bi-weekly payments in the amount of Three Hundred Twenty-Nine Dollars and Seventy Cents (\$329.70), beginning on the 4th of January, 1991 and continuing every two (2) weeks thereafter until monthly principal and interest payments and taxes are current. Contract purchasers will continue to make said bi-weekly payment to an escrow account thereafter to catch up with the tax shortage then still existing in the escrow account as well as any insurance then due.

5) If any payment is received more than twelve (12) days after the date it is due, contract purchaser will pay a late charge of Five Percent (5%) of the payment amount, starting with the June 1, 1990, payment.

6) In all other regards, the contract shall remain in full force and affect as previously executed and recorded.

EXHIBIT A p. 1

Jerry T. Short

Jerry T. Short, successor to contract purchaser

Sarah E. Short

Sarah E. Short, successor to contract purchaser

Contract Exchange Corporation

Anthony E. Schubert

Anthony E. Schubert, president and secretary,
successor to contract vendor

STATE OF Iowa, Polk COUNTY, ss:

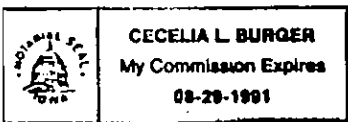
ON THIS 27th DAY OF December, A.D. 1990 BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
PERSONALLY APPEARED Jerry T. Short and Sarah E. Short, husband and wife
TO ME KNOWN TO BE THE IDENTICAL PERSONS NAMED IN AND WHO
EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY
EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEED.

Mary Bernabe, NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE



STATE OF IOWA, LINN COUNTY, ss:

ON THIS 15th. DAY OF DECEMBER, A.D., 1990 BEFORE ME THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED ANTHONY E. SCHUBERT, TO ME PERSONALLY
KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE
PRESIDENT AND SECRETARY OF SAID CORPORATION; THAT NO SEAL HAS
BEEN PROCURED BY THE SAID CORPORATION; THAT SAID INSTRUMENT
WAS SIGNED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS
BOARD DIRECTORS; AND THAT THE SAID ANTHONY E. SCHUBERT AS
OFFICERS ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO BE
THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, BY IT AND BY
THEM VOLUNTARILY EXECUTED.



Cecelia L. Burger

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID
CECELIA L. BURGER

STATE

EXHIBIT A.P.I.

WHEN RECORDED MAIL TO
CONTRACT EXCHANGE
P.O. BOX 1162 8762
CEDAR RAPIDS, IOWA 52402

The legal description contained in this contract is:

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-three (33), and all that part of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-four (34) lying West of the public highway, all in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, except: Commencing at the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-three (33), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., thence South 0°00'00" Four Hundred Fifty-three and Twenty-seven Hundredths Feet (453.27') along the East line of said Section Thirty-three (33); thence South 15°23'54" East Twenty-two and Ninety-four hundredths feet (22.94') to the Point of Beginning. Said Point being on the center line of County Road, thence South 15°23'54" East three hundred twenty-four and ninety-seven hundredths feet (324.97') along said center line, thence South 79°38'16" West ninety-three and ninety-one hundredths feet (93.91') to the East line of said Section Thirty-three (33), thence continuing South 79°38'16" West one hundred twenty and eighty-six hundredths feet (120.86'), thence North 10°50'10" West three hundred twenty-three and seventy-two hundredths feet (323.72') thence North 79°38'16" East one hundred eighty-two and seventy-three hundredths feet (182.73') to the East line of said Section Thirty-three (33). Thence North 79°38'16" East six and nineteen hundredths feet (6.19') to the Point of Beginning. Said parcel contains 1.500 Acres including 0.224 Acres of road Right-of-Way.

EXHIBIT A p. 2

WHEN RECORDED MAIL TO
CONTRACT EXCHANGE
P. O. BOX 1162
CEDAR RAPIDS, IOWA 52408