



Document 2011 603

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

AMENDMENT TO REAL ESTATE CONTRACT
Recorder's Cover Sheet

Preparer Information:

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

Taxpayer Information:

Michael Carlson, 209 S West St., PO BOX 7, Macksburg, IA 50155

Return Address

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

✓ Michael Carlson PO Box 7, Macksburg IA 50155

Grantors:

SEE PAGE 2

Grantees:

SEE PAGE 2

Legal Description: SEE PAGE 2

Document or instrument number if applicable:

AMENDMENT TO REAL ESTATE CONTRACT

This Amendment to Real Estate Contract made and entered into by and between Juanita I. Welch, hereinafter called "Welch", and Michael Carlson, hereinafter called "Carlson".

WHEREAS, on November 30, 2010, Estel Welch by Velva J. Cole, his attorney-in-fact, entered into a Real Estate Contract to sell certain real estate to Carlson, which Real Estate Contract is recorded in Book 2010, Page 3016 of the Recorder's Office of Madison County, Iowa.

WHEREAS, the second page of said Real Estate Contract was inadvertently omitted from the portion of the Real Estate Contract recorded and Welch inadvertently did not sign said Real Estate Contract.

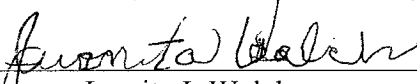
THEREFORE, it is agreed as follows:

1. The parties agree that the paged attached hereto and marked Exhibit "A" is the page which was omitted from the Real Estate Contract recorded as set forth above and that said page is a part of said Real Estate Contract.

2. Welch hereby signs this Amendment for the purpose of becoming one of the Sellers selling said real estate to Carlson.

3. In all other respects said Real Estate Contract is ratified and approved.

Dated this 28 day of February, 2011.



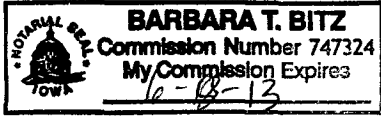
Juanita I. Welch



Michael Carlson

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 28 day of February, 2011,
by Juanita I. Welch.



Barbara T Bitz
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 28 day of February, 2011,
by Michael Carlson.



Barbara T Bitz
Notary Public in and for said State of Iowa

This AGREEMENT made as of THIS DATE Sept 25 2001 1901
among Michael R. Carlson - single person (herein called "Buyer"),
and Estel Welch and Juanita Welch (herein called "Seller"),
and Estel Welch and Juanita Welch (herein called "Broker").

provides that Buyer agrees to buy through Broker as agent for Seller, and Seller agrees to sell the following described real estate, and all improvements thereon, located at or briefly described as follows: 3 Lots on South St and Bulky
and The City Block including House + buildings at 201 Oak St - Macksburg Ia
and legally described as: South Street = Lots 7-8-9 - Original town of Macksburg -
and Lots 7-12 BK9, Borchers 2nd addition - Macksburg -

201 S. Oak. Lots 1-6 - Block 9 Borchers 2nd addition - Macksburg
subject to restrictive covenants, reservations, and ordinances of record, if any, and to existing easements and leases if any,
AND AGREE TO PAY YOU THE SUM OF \$65,000.00 AS FOLLOWS:

\$1000.00 with this offer, \$ upon acceptance of the offer; to be held in trust by Broker, Agents And the
BALANCE upon delivery of a Warranty Deed or upon execution of a formal Installment Contract hereinafter referred to.
FINANCING for this purchase is to be arranged in one of the following ways - (check one)
 A. B. C. No Financing Required. Private Contract

C. (INSTALLMENT CONTRACT) Buyer shall make an additional payment of \$ 0 at settlement, and for
the balance of the purchase price the Buyer and Seller will execute a formal Installment Contract on forms approved by
the Iowa Association of Realtors in which Buyer agrees to pay \$ 500.00 at the rate of 6% or
more, per month including interest plus 1/2 of the annual taxes and insurance, until the entire purchase price together
with interest at the rate of 6% per annum, payable monthly, is paid, or until the amount due is reduced to the
amount of the mortgage now or hereafter to be placed on said property, at which time the seller shall deliver to buyer a
Warranty Deed. Monthly payments are to begin Sept 15 2010

- 1. (TAXES, SPECIAL ASSESSMENTS AND CHARGES) All regular taxes due and payable in the fiscal year ending June 30, 1901 are to be paid by the Seller. All regular taxes for the current fiscal year due and payable in the fiscal year ending June 30, 1901 are to be pro rated between buyer and seller as of the date of possession. The basis of such proration shall be the last known actual taxes payable, however, if such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value shown on assessors records at the time of settlement.
- 2. (POSSESSION AND SETTLEMENT) Possession to be given on or before Now, 1901, and adjustment of interest and rents to be made of like date. Settlement to be made upon approval of title but not later than date of possession.
- 3. (PERSONAL PROPERTY AND FIXTURES) Shades, curtain rods, shutters, venetian blinds, awnings, storm windows, screens, showers, automatic heating and central air conditioning equipment, water softeners (except rentals), television aerials, electric and other attached fixtures including all ATTACHED CARPETS and on it

ARE TO REMAIN WITH THE PROPERTY UNLESS EXCEPTED IN WRITING AND SIGNED BY THE PARTIES.

4. (INSURANCE) Seller agrees to maintain the existing insurance on this property in force and to have such policies endorsed to protect the interest of the Buyer until the date of possession. If Buyer does not consider the existing insurance adequate he may procure additional insurance at his own expense to protect his interest.

5. Seller to furnish buyer with written termite inspection report from licensed termite Company. Should termites be found the seller is held financially responsible for their immediate removal, repairing all damage so caused, and the application of the standard termite deterrent process by a licensed termite company.

6. (CONDITION OF PROPERTY) The property as of the date of this offer will be preserved in its present condition and delivered to the Buyer intact unless this contract provides otherwise. The Seller warrants that all mechanical equipment is in reasonable working condition unless otherwise specified in writing herein. The Broker, its employees and associates make no representations or warranties as to the physical and mechanical condition of this property.

7. (TITLE) The Seller is to furnish and continue an abstract of title to date of delivery of deed or formal installment contract within a reasonable time from date of acceptance showing good and merchantable title, free and clear of all taxes, assessments, liens, and encumbrances, other than those otherwise specified in this contract. In case Buyer finds that the abstract does not show good and merchantable title, Buyer agrees to submit to Seller in writing his objections and to give Seller reasonable time to perfect a merchantable title.

8. (OTHER TERMS AND CONDITIONS) This purchase contract is also made contingent to and is subject to the following conditions:
5 year contract with or more at Seller's choice with
a Mutual agreement, with possible balloon payment.
if in life of contract any real estate is sold proceeds are applied to
contract. One contract will be recorded at Madison County Court House

9. (ADDITIONAL PROVISIONS) This contract is made subject to the additional terms and provisions of paragraph 11 through 19 inclusive printed on the reverse side hereon without requirement of additional signatures. Any agreement added to the reverse side hereof and there signed by the parties shall constitute additional parts of this contract.

10. (ACCEPTANCE) When accepted this offer shall become a binding contract for the sale and purchase of the above described premises, and the seller shall pay said agent % commission on real estate and % commission on business enterprises and inventories, payable in Burlington, Iowa. Minimum commission shall be \$1,000. If this offer is not accepted by the Seller on or before 1901, it shall become null and void and the initial payment shall be repaid to the Buyer without liability on the part of the Broker, to either party.

Michael R. Carlson
209 S. West St. PO Box 7 Macksburg Iowa 50155 - 5154683895
Address Phone Buyer.

I hereby accept the above offer this 30 day of Nov 2010 and agree to pay the Broker
the commission for the sale as above provided.
Jean J. Cree PO for Estel Welch
Seller.

I hereby join with my spouse in accepting this offer and agree to execute all necessary conveyances in accordance therewith.
Address Phone Husband's or Wife's name.

KATHY S. LEE REALTOR
Commission Number 193920
My Commission Expires 12/12/12
Kathy S Lee
SEE REVERSE SIDE FOR FURTHER CONDITIONS AND PROVISIONS