



Document 2011 1440

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Rec Amt \$14.00

INDX ✓
ANNO ✓
SCAN ✓
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

RETURN TO:

Preparer

Information Jason Springer, 3111 Douglas Ave, Des Moines, IA 50310, (515) 255-4500

Individual's Name

Street Address

City

Phone

SPACE ABOVE THIS LINE
FOR RECORDER

Address Tax Statements: Josh Aldrich, 225 SW Locust Ave, Earlham, IA 50072

MODIFICATION OF REAL ESTATE CONTRACT

For the consideration of One Dollar(s) and other valuable consideration, it is agreed on this 26th day of May, 2011 by and between Diane E. Wolfe and David L. Wolfe, wife and husband, and Josh Aldrich and Sarah Aldrich, husband and wife, in the County of Madison State of Iowa upon the following.

Josh Aldrich and Sarah Aldrich, husband and wife, entered into a Real Estate Installment Contract with Diane E. Wolf and David L. Wolfe, husband and wife, on 05/27/2010 and filed 06/01/2010 in Book 2010 and Page 1219 in the Madison County Recorder's Office, purchasing the following legally described property on contract:

LOT 3 BLOCK 17 ORIGINAL ADDITION in Earlham, Iowa in Madison County, Iowa.

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be stated.

Josh Aldrich and Sarah Aldrich, husband and wife, and Diane E. Wolfe and David L. Wolfe, wife and husband, for the aforementioned consideration do hereby modify the referenced contract upon the terms and conditions of the following:

1. The Contract shall be extended for 12 months. Therefore the entire balance shall be due and payable on June 1, 2012.
2. Payments due and payable on June 1, 2011 and thereafter shall be increased to \$650.00/month which includes interest, taxes and insurance only.
3. All terms of the original aforementioned contract shall not change unless specifically referred to herein this Modification of Real Estate Contract.
4. Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 5-26-11

By: Diane E Wolfe
Diane E. Wolfe (Grantor)

By: David L. Wolfe
David L. Wolfe (Grantor)

By: Josh Aldrich
Josh Aldrich (Grantee)

By: Sarah Aldrich
Sarah Aldrich (Grantee)

STATE OF IOWA, COUNTY, ss: Polk

On this 26 day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Diane E. Wolfe and David L. Wolfe, wife and husband, and Josh Aldrich and Sarah Aldrich, 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 his voluntary act and deed.

[Signature], Notary Public

