



Document 2012 3007

Book 2012 Page 3007 Type 03 010 Pages 3  
Date 10/08/2012 Time 8:42 AM  
Rec Amt \$17.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

## FIRST AMENDMENT TO REAL ESTATE CONTRACT

### Recorder's Cover Sheet

**Preparer Information:** (name, address and phone number)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067  
(515) 462-4912

**Taxpayer Information:** (name and complete address)

Karl and Justine Gakle, 209 S. 3<sup>rd</sup> Street, Winterset, IA 50273

✓ **Return Document To:** (name and complete address)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067

**Grantors:**

Gertrude J. Weeks, a/k/a June Weeks

**Grantees:**

Karl Gakle  
Justine Gakle

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** N/A

**FIRST AMENDMENT TO REAL ESTATE CONTRACT**

**WHEREAS**, the undersigned parties have made and entered into a real estate sales contract which is dated October 27, 2009 and filed for record in the Madison County Recorder's Office on October 29, 2009 in Deed Record Book 2009 at Page 3238; and,

**WHEREAS**, the undersigned parties desire to make and enter into this first amendment to this real estate sales contract to: 1) add the spouse of the Buyer as a party; and, 2) extend the due date of the full balance of the purchase price for an additional thirty-six (36) month term beyond the due date in the original Real Estate Contract.

**WHEREAS**, the parties agree the contract principal balance owed by the Buyer after the September 10, 2012 payment was made is \$69,559.23; and,


**WHEREAS**, the undersigned parties desire to reaffirm and ratify the above described contract in all other respects except as hereafter expressly modified.


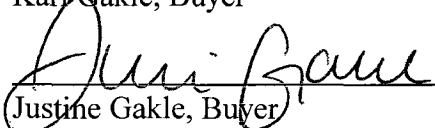
**IT IS THEREFORE AGREED** by the undersigned parties that the above described real estate contract be and is hereby amended to provide that the buyers are Karl Gakle and Justine Gakle, husband and wife; and, to amend paragraph one 1(b) to state as follows:

1(b) BALANCE OF PURCHASE PRICE. \$69,559.23 as follows: \$480.00, or more, due on or before October 10, 2012; and, \$480.00, or more, due on or before the 10<sup>th</sup> day of each month thereafter until November 10, 2015 when all balances due under this contract shall be due and payable in full, PLUS interest on unpaid balances thereof at the rate of 6% per annum. All payments shall be first applied to the interest accrued to the date of payment and next toward balance of the principal.

**IT IS FURTHER AGREED** by the undersigned parties that the above described real estate contract is in all other respects confirmed and ratified in all respects except as may be expressly changed in the preceding paragraph of this Agreement.

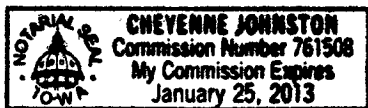
Dated on this 5<sup>th</sup> day of October, 2012.

  
\_\_\_\_\_  
Gertrude J. Weeks, a/k/a June Weeks, Seller  
by Mark J. Brown, attorney-in-fact under  
Power of Attorney dated January 8, 2004

  
\_\_\_\_\_  
Karl Gakle, Buyer  
  
\_\_\_\_\_  
Justine Gakle, Buyer

STATE OF IOWA        )  
                                  )ss  
MADISON COUNTY     )

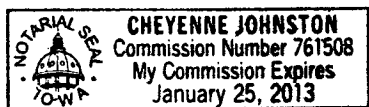
This instrument was acknowledged before me on October 3<sup>rd</sup>, 2012 by Mark J. Brown, as attorney-in-fact for Gertrude J. Weeks, a/k/a June Weeks.



Cheyenne Johnston  
Notary Public in and for the State of Iowa

STATE OF IOWA        )  
                                  )ss  
MADISON COUNTY     )

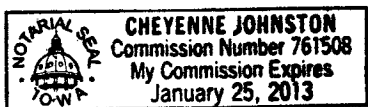
This instrument was acknowledged before me on October 5<sup>th</sup>, 2012 by Karl Gakle.



Cheyenne Johnston  
Notary Public in and for the State of Iowa

STATE OF IOWA        )  
                                  )ss  
MADISON COUNTY     )

This instrument was acknowledged before me on October 5<sup>th</sup>, 2012 by Justine Gakle.



Cheyenne Johnston  
Notary Public in and for the State of Iowa