FILED NO. 399
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1985 AUG 27 AM 9:20

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

FIRST AMENDMENT TO REAL ESTATE CONTRACT

THIS FIRST AMENDMENT TO REAL ESTATE CONTRACT entered into this 22nd day of March, 1985, by and between TERRY L. THOMAS and SHEILA THOMAS, husband and wife, (hereinafter "Buyers"), and DOROTHY SARWIN (hereinafter "Seller").

W I T N E S S E T H :

WHEREAS, Seller and Buyers entered into a Real Estate Contract (Short Form) (hereinafter "the Contract") dated June 9, 1979, and filed in Deed Rec. 109, page 79, of the Madison County Records, for the sale of the following described premises, to-wit:

> North One-Half (N½) of the Northeast One-Quarter (NE¼) of Southeast One-Quarter (SE¼) of Section Two (2), Township 77 North, Range 28, West of the 5th P.M., Madison County, Iowa.

WHEREAS, the Buyers wish to sell their interest in this property, to which sale the Seller will consent upon execution of this First Amendment to Real Estate Contract; and

WHEREAS, the parties wish to amend the payment provisions of such Contract, but in all other respects the Contract to remain in full force as written.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES AGREE:

1. The total purchase price for the property is and shall remain at $30,000.00, and the principal balance due and outstanding following the payment due April 15, 1985, is acknowledged and agreed to be $19,558.93.

2. Payments of principal and interest shall, effective May 15, 1985, increase to $253.00 per month, due on the same day of each month and continuing until the entire balance due and unpaid under this Contract shall be paid in full.

3. Interest on the unpaid balance shall remain at Nine and One-Half Percent (9-½%) per annum and be payable monthly. Payments shall be first applied to interest and the balance to principal.

4. The Contract shall remain in full force and effect according to the terms contained therein, except to the extent expressly modified herein.

Executed in duplicate on the date first above written, with execution by Miles J. Spencer, spouse of Dorothy Sarwin, only for purposes of relinquishing all rights of dower, homestead and distributive share in and to the described premises, if any.

Dorothy Sarwin

Terry L. Thomas

Miles J. Spencer

Sheila Thomas

5224 Shriver
Des Moines, Iowa 50312

SELLER

BUYERS

STATE OF IOWA :
: SS
COUNTY OF POLK :

On this 22 day of March, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dorothy Sarwin and Miles J. Spencer, wife and husband, to me known to be the identical persons named in and who executed the within and foregoing First Amendment to Real Estate Contract, and acknowledged that they executed the same as their voluntary act and deed.

PRICE Iowa NOTARIAL SEAL

Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS
COUNTY OF POLK :

On this 23rd day of MARCH, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Thomas and Sheila Thomas, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing First Amendment to Real Estate Contract, and acknowledged that they executed the same as their voluntary act and deed.

JOSEPH J. DALBEY Iowa NOTARIAL SEAL

Notary Public in and for the State of Iowa