103-283

IND. REC. PAGE

AMENDMENT TO REAL ESTATE CONTRACT

WHEREAS, Clarence Lucas and Bellezora Lucas, husband and wife, as Sellers, and Robert W. Cutshall and Judy A. Cutshall, as Buyers, entered into a real estate contract dated April 18, 1973, covering the following described property:

> The North Half (N½) of the Northeast Quarter (NE¼) of Section Thirty-two (32), containing about 73.84 acres; and the Northwest Quarter (NW¼) of Section Thirty-three (33) containing about 156.76 acres; and the West Half (W½) of the Northeast Quarter (NE¼) of Section Thirty-three (33), containing about 77 acres; and the West Half (W½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Thirty-three (33), containing about 20 acres, all subject to the right of way of the C. R. I. & P. Railway, and all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., also The abandoned right of way of the Chicago, Rock Island and Pacific Railroad Company located in the East 830 feet of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

WHEREAS, the Sellers have already agreed to convey legal title to a portion of the said property to the Buyers;

WHEREAS, the Sellers and the Buyers have renegotiated the terms of payment under the said real estate contract;

WHEREAS, both the Sellers and the Buyers desire to amend their real estate contract to reflect these changes;

Clarence Lucas and Bellezora Lucas, husband and wife, as Sellers, and Robert W. Cutshall and Judy A. Cutshall, as Buyers, hereby agree to amend their above-described April 18, 1973, real estate contract as follows:

1. They hereby delete the following described real property from the real property covered by the said real estate contract:

> Commencing at the Northeast corner of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., thence S.90°00'E. 136.0 feet along the north line of Section Thirty-three (33), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., to the point of beginning. Thence continuing S.90°00'E. 56.0 feet along said north section line, thence S.01°20'E. 1,083.0 feet, thence S.90°00'E. 63.0 feet, thence S.01°25'E. 437.0 feet, thence S.89°00'W. 273.0 feet to the west line of said Section Thirty-three, thence N.00° 48'W. 200.0 feet to the Southeast corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., thence N.89°33'W. 80.0 feet along the south line of said Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), thence N.00°40'W. 437.0 feet, thence N.89°57'E. 216.0 feet, thence N.00° 39'W. 886.7 feet to the point of beginning.

Compare

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RECORDER
MADISON COUNTY, IOWA
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2. The parties agree that after the March 1, 1977, principal and interest payments are made, the balance due on the said contract will be $99,265.00. The Buyers agree to pay this sum to Sellers at the residence of Sellers or as directed by Sellers, as follows:

$6,500 on or before March 1, 1978, and
$6,500 on or before March 1 of each year thereafter until March 1, 1984, when the entire unpaid balance shall be due and payable.

It is agreed that the total amount paid by Buyers in any one year, prior to 1984, shall not exceed $16,500 on the principal balance of this contract.

3. The parties agree that the interest rate shall be raised to 8½% per annum from March 1, 1977, payable March 1 annually, with the first such interest payment due on March 1, 1978.

4. The terms of the said real estate contract not specifically amended herein shall continue in full force and effect.

Dated this 26 day of February, 1977.

Robert W. Cutshall, Buyer

Clarence Lucas, Seller

Judy A. Cutshall, Buyer

Bellezora Lucas, Seller

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 26 day of February, 1977, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clarence Lucas and Bellezora Lucas, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed.

CAROL KNAPP
IOWA
NOTARIAL SEAL

Carol Knapp
Notary Public in and for the State of Iowa