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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

Prepared by: James M. Box, Box and Box, 304 N. Court St Ottumwa, IA 52501 (641) 682-4512 Address Tax Statements to: Steffany Mohan, 1625 NW 120<sup>th</sup> St Clive IA 50325 Return to: Sheryl North, 705 E. Alta Vista Ottumwa IA 52501

## AMENDMENT TO REAL ESTATE CONTRACT

This Amendment made to Real Estate Contract dated September 8<sup>th</sup>, 2015 and recorded in the Madison County Recorder's Office as Document 2015 – 2816 by and between Sheryl L. North, Surviving Spouse of David E. North, deceased October 11<sup>th</sup>, 2015, (Seller) and Steffany Mohan, (Buyer) for the sale and purchase of the real estate situated in Madison County, Iowa, described as follows:

The SE ¼ of the NW ¼ of Section 24, Township 75 North, Range 26 West of the 5th P.M., in Madison County, Iowa except all that part thereof previously conveyed for highway or road purposes, and except the South 53.6 rods of the West 27 rods thereof, and except a tract of land commencing 57.6 rods North of the Southwest corner of the said SE ¼ of the NW 1/4, running thence East 311 feet, thence North 132 feet, thence West 66 feet, thence North to the North line of said SE ¼ of the NW ¼, thence West along said North line to the Northwest corner of the said SE ¼ of the NW ¼ thence South to the point of beginning,

And

South 10 acres of the SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ all in Section 13, Township 75 North, Range 26 West of the 5th P.M., all in Madison County, Iowa.

And

The SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Section Thirteen, in Township Seventy-five North, Range Twenty-six West of the 5th P.M., Madison County, Iowa.

And

Parcel D SE ¼ of SE ¼ Section Twelve, Township Seventy-five North, Range Twenty-seven West Scott Township in Madison County, Iowa.

Locally known as: Vacant Ground

That said parties desire to amend the contract in the following particulars:

The total purchase price is hereby amended to be \$200,000.00 payable by buyer to seller as follows:

Buyer shall make annual payments of \$17,635.66 per year including principal and interest with the first payment being made on March 1<sup>st</sup>, 2016 and on the 1<sup>st</sup> day of March, each year thereafter until the entire unpaid balance including principal and interest has been paid in full.

Buyers shall pay interest from September 4<sup>th</sup>, 2015 on the unpaid balance, at the rate of 4% per year, payable yearly and included in the yearly payment. Buyers shall also pay interest at the rate of 6% per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

In all other respects, the contract will remain the same.

During the preparation of the contract, James M. Box is representing the Seller. The Buyer is advised that she may have an attorney of her choice review this contract prior to signing.

This Amendment declared by the undersigned to be made a part of the Real Estate Contract between the parties hereto dated 23 date of December, 2015, as though fully set forth within the original document.

Dated this 23 day of December, 2015

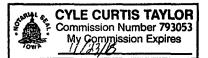
Sheryl L. North, Seller

Steffany Mohan, Buyer

## STATE OF IOWA, COUNTY OF WAPELLO, ss:

ON THIS 23 day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheryl L. North, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their voluntary act and deed.

Notary Public in and for said State



STATE OF IOWA, COUNTY OF POLK, ss:

ON THIS 23 day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Steffany Mohan, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged to me that they executed the same as their voluntary act and deed.

Notary Public in and for said State

