JENKINS-FERGEMANN CO., WATERLOO, IOWA-99067

T. S. Hefley
To
J. T. & Darlene M. Vierling

#1792
Fee $2.40

Filed for record the 14 day of April A. D. 1958 at 10:23 o'clock A. M.
Mary E. Welty, Recorder

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of March, 1958, by and between T. S. HEFLEY, of Des Moines, Iowa, and J. T. VIERLING and DARLENE M. VIERLING, husband and wife, of Winterset, Iowa, WITNESSETH:

THAT, WHEREAS, on or about the 16th day of September, 1948, CALLA F. DOAK, Single, entered into a real estate contract with E. H. HART and REBA HART, husband and wife, for the sale and purchase of the real estate described as follows:

> The Northeast Quarter of Section 5, in Township 75 North, of Range 27, West of the 5th P. M., excepting therefrom the following described tract: Commencing at the Northeast corner of the South Half of the said Northeast Quarter of said Section 5, running thence North, 89° West, 6 Chains and 50 Links, thence South 1° West, 9 Chains and 23.09 Links, thence South 89° East, 6 Chains and 50 Links, thence North, 1° East, 9 Chains and 23.09 Links to the place of beginning, containing 6 Acres, more or less; also, excepting therefrom all that part of said Northeast Quarter of said Section 5, lying East and North of a certain public highway as now located through the same (containing in all, 144.09 Acres)

which said contract is of record in Book 84 on page 90 in the office of the Recorder of Madison County, Iowa, and

WHEREAS, E. H. HART and REBA HART above named did on or about the 31st day of August, 1957, convey and assign unto J. T. VIERLING and DARLENE VIERLING, husband and wife, all of their right, title and interest in and to the above real estate contract and the real estate described therein and the said J. T. VIERLING and DARLENE VIERLING are now in possession of the above described real estate, under the terms of said contract, and

WHEREAS, CALLA F. DOAK has conveyed all of her right, title and interest in and to said real estate contract and the real estate described therein unto T. S. HEFLEY and the relationship of Seller and Buyer now exists between T. S. HEFLEY and J. T. VIERLING and DARLENE VIERLING under the above described contract, and

WHEREAS, T. S. HEFLEY as contract seller has made certain advances of money to J. T. VIERLING and DARLENE VIERLING with the agreement that the sums so advanced shall be added to the present contract balance and the repayment of the total amount with the advances included shall be a condition precedent to the obligation of T. S. HEFLEY or his successors in interest to deliver a deed to the premises, and

WHEREAS, the parties hereto desire to provide for future advances, have the present balance due by the purchasers to the seller determined, and a payment plan agreed to.

NOW, THEREFORE, in consideration of the mutual promises herein contained, IT IS AGREED as follows:

1. That the real estate contract shall stand as security for all future advances made by seller to purchasers in any amount so that the total principal does not exceed $12,500.00 and seller is hereby given authority to make such additional advances to purchasers upon their signed order or receipt; however, this paragraph shall not constitute a commitment to make any additional advancements by seller to buyer. All advances made hereunder shall bear interest at 6% per annum and shall be paid as hereinafter stated.

2. That the balance due T. S. HEFLEY by J. T. VIERLING and DARLENE VIERLING on the real estate contract above mentioned, including the advances made to buyers, is the sum of $9,700.00, which sum includes the remaining principal balance of $4,000.00 on the real estate mortgage of record in Book 99, on page 595, being the mortgage held by Metropolitan Life Insurance Company.

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3. J. T. VIERLING and DARLENE VIERLING, contract purchasers, agree to pay to seller the sum of $9,700.00 above stated with interest thereon from April 1, 1958, as follows:

(a) Interest and principal payments on the mortgage above referred to shall be paid by purchasers as and when due.

(b) Interest on the sum of $5,700.00, being the amount of the contract balance in excess of the present mortgage balance shall be paid to seller by the purchasers at the rate of 6% per annum on the 1st day of October and on the 1st day of April thereafter.

(c) The entire balance remaining unpaid on the real estate contract on the 1st day of April, 1960, shall be due and payable on said date.

4. That the real estate contract above referred to for the sale and purchase of the above real estate, except as modified hereby, is and shall remain in full force and effect in accordance with all of its terms which the parties hereto ratify and affirm.

5. IT IS FURTHER AGREED that all the terms and conditions of said real estate contract, where applicable, shall be fully effective in connection with the requirements of this supplemental agreement as if it were originally a part of said contract.

IT WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

T. S. Hefley
SELLER

J. T. Vierling
Darlene Vierling
BUYERS

STATE OF IOWA, COUNTY OF POLK, SS:

On this 18 day of March, 1958, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared T. S. Hefley, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(NOTARIAL SEAL)

Vernon U. Sigler Notary Public
in and for Polk Co., Iowa.

STATE OF IOWA, COUNTY OF MADISON, SS:

On this 18 day of March, 1958, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared J. T. Vierling and Darlene M. Vierling, also known as Darlene Vierling, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Vernon U. Sigler Notary Public
in and for Madison Co., Iowa.