



Document 2012 1056

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INDX ✓
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

✓ Preparer *& Return To*
Information Jason Springer, 3111 Douglas Ave, Des Moines, IA 50310, (515) 255-4500

Individual's Name	Street Address	City	Phone
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SPACE ABOVE THIS LINE
FOR RECORDER

Address Tax Statements: Kevin Hamm, 2319 Glenbrook Drive, Des Moines, IA 50316

MODIFICATION OF REAL ESTATE CONTRACT

For the consideration of One Dollar(s) and other valuable consideration, it is agreed o this 12th day of February, 2012 by and between Kevin Hamm, Seller and Larry W. Gordon and Mary A. Gordonm Buyers in the County of Madison, State of Iowa upon the following.

Rhonda Rennenger entered into a Real Estate Installment Contract with Larry W. Gordon and Mary A. Gordon on October 4, 2005 and filed December 29, 2005 in Book 2005 and Page 6177 in the Madison County Recorder's Office, purchasing the following legally described property on contract:

Lot Seven (7), Block Nine (9) of Pitzer & Knight's Addition to the Original Town of Winterset, Madison County, Iowa.

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be stated. Rhonda Rennenger then assigned the interest in the contract to Kevin Hamm in the assignment dated December 6, 2006 and filed April 30, 2009 in Book 2009 and Page 1295 in the Madison County Recorder's office.

Kevin Hamm and Larry W. Gordon and Mary A. Gordon do hereby modify the referenced contract and assignments upon the terms and conditions of the following:

1. The Balloon payment due on December 1, 2011 shall be waived.
2. The agreed upon principal balance of the aforementioned contract shall be modified to \$19,297.00 and accrue interest at a rate of 9.75% interest, amortized over a 300 month period and balloon on the 96th monthly payment after execution of this modification.
3. On the 96th payment the contract balance shall be due and payable.
4. Taxes shall be paid by the buyers to the sellers monthly in the amount of \$80.00 additional to the principal and interest payment.
5. Payment due on February 1, 2012 shall be in the amount of \$251.96 which includes principal and interest of \$171.96 and 1/12 of the annual taxes in the amount of

\$80.00.

6. Insurance shall be paid by the buyers themselves and not paid to the sellers but to the insurance company directly.
7. All terms of the original aforementioned contract shall not change unless specifically referred to herein this Modification of Real Estate Contract.
8. Time is of the essence in this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: February 12, 2012

By: Kevin Hamm
Kevin Hamm (Grantor)

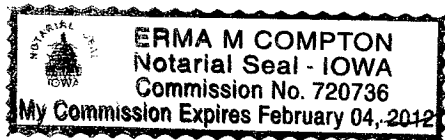
By: Larry W. Gordon
Larry W. Gordon (Grantee)

By: Mary A. Gordon
Mary A. Gordon, (Grantee)

STATE OF Ia, COUNTY, ss: Madison

On this 12th day of February, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Hamm, Larry W. Gordon and Mary A. Gordon, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as his voluntary act and deed.

Erma M Compton
_____, Notary Public



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