IOWA STATE BAR ASSOCIATION
Official Form No. 8.1 (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA }
COUNTY OF Linn } ss:

The undersigned, first being duly sworn upon oath (or upon affirmation) deposes and states:

That the relationship of the undersigned to this transaction appears from the **Notice of Forfeiture of Real Estate Contract, hereto attached, together with return(s) of service thereof;** which Notice and return(s) are by this reference made a part of this affidavit as fully as if set forth herein; that by reason of such relationship the facts herein stated are within the personal knowledge of such affiant.

That the parties served, as shown by said returns, included all parties in possession of said real estate at the time of service of said notice.

That, as shown by such returns, more than 30 days have passed since the service of such Notice.

That the default(s) mentioned in said Notice (has) (have) not been removed nor performed nor paid in any amount by said vendee(s), nor by anyone; and that therefore the terms and conditions as to which there is and has been a default have not been performed within the 30 days mentioned in said Notice, nor at any time by anyone; nor has any sum been offered or tendered by said vendees or anyone; that vendor(s) have (has) retaken possession of said real estate following the expiration of said 30 day period.

That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee(s') rights in such contract in accordance with Code Chapter 656.

That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similar act or acts amendatory thereof or supplementary thereto.

That this affidavit is made as supporting proof, record and notice, that the contract referred to in said Notice of Forfeiture is now null and void, stands forfeited and cancelled and is of no force and effect whatsoever.

E. L. Colton
E. L. Colton — Affiant

PATRICIA S. BRUSH NOTARIAL SEAL IOWA

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 27th day of August 19 90

Patricia S. Brush

Patricia S. Brush ..... Notary Public In and for The State of Iowa.

● The space as indicated above, is reserved to conveniently "tailor" for special situations and to set forth facts to sustain notice by publication or for both of such purposes. See Section 656.3; R.C.P. 60, 60.1 and 62. Suggested: That Personal Service could not and cannot be made upon _____ and _____ in the State of Iowa; that on the _____ day of _____, 19____, a copy of said Notice was sent by ordinary mail addressed to said (party) (parties) at their last known mailing address, to-wit: _____

Code Chapter 656

RECORDER'S CERTIFICATE

STATE OF IOWA, COUNTY OF Delaware, ss:

The undersigned Recorder in and for said County in the State aforesaid, hereby certifies that the foregoing affidavit together with Notice and returns thereto attached was filed in the said Recorder's Office by the party or parties causing said Notice to be served as shown by the Notice, on the 28 day of August, 19 90

Joan Sheppard
Joan Sheppard, Recorder

FILE No. 37-499
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 28 DAY OF August 1990 AT 8:57 O'CLOCK A. M. BOOK 16 PAGE 233

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Aff.

THE IOWA STATE BAR ASSOCIATION

• FOR THE LEGAL EFFECT OF THIS FORM, CONSULT YOUR LAWYER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Jamie J. Frazer and Willis M. Mast

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 07-11-90 TIME 9:47 A.M.

You and each of you are hereby notified:

(1) The terms of the written contract dated December 15, 1989, and executed by Julia Ann Mast and Mirtella J. Mast, wife and husband,

as Vendors, and Jamie J. Frazer and Willis M. Mast, as Vendees,

for the sale of the following described real estate:

That part of the Southwest Quarter (SW 1/4) of the Southwest fractional Quarter (SWfrl/4) of Section Six (6), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, described as commencing at the Southwest corner of said Section, and running thence North on the West line of said Section a distance of three hundred forty (340) feet, more or less, to the center of the existing driveway access to State Highway No. 13, running thence East seven hundred twelve and fifty nine hundredths (712.59) feet, thence South three hundred forty (340) feet, more or less, to the South line of said Section, thence West of said South line seven hundred twelve and fifty nine hundredths (712.59) feet to the point of beginning, except any part thereof conveyed to the State of Iowa by Warranty Deeds recorded inBook 88 L.D., Page 199 and in Book 96 L.D., Page 170.

is now in default in that the purchasers have failed to pay the final payment of $101,600 which was due on June 15, 1990.

(2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service of this notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

(3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7, The Code is $ 50 (not to exceed $50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Julia Ann Mast

Mirtella J. Mast

Vendors (or Successors in Interest)

Chapter 656, The Code

By E. L. Colton

Eldon L. Colton — Their Attorney—

Address: 716 Oakland Road NE

Cedar Rapids, IA 52402

ACKNOWLEDGEMENT OF SERVICE

The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt of a copy at the time and place set opposite their respective names.

	Date of Service	Place of Service
Willis Mast	7-6-90	Business
Renee Mast	7-6-90	Business

RETURN OF SERVICE — Personal

STATE of Iowa ,

ss.

County of Delaware

The undersigned first being duly sworn, upon oath deposes and states that he served the notice on the reverse side on each of the persons to whom the notice is addressed, and named below, by delivering a copy of the notice to each of the persons at the time and place set opposite their respective names:

Persons Served	Day	Month	Year	City, Town or Township	County	State
Jamie J. Frazer	12	07	90	Manchester	Delaware	Iowa

X John LeClere 285

John LeClere, Deputy 285

Subscribed in my presence and sworn to before me by the affiant July 13 , 19 90.

Pat Becker

Pat Becker, Notary Public/Delaware County, Iowa

, Notary Public in the above State.

FEES

Service ..... $ 10.00

Copies ..... $

Mileage ..... $ 1.00

Total ..... $ 11.00

7/16/90

37-499
DELAWARE COUNTY IOWA
FILED
'90 AUG 28 AM 8 57
BOOK 16 PAGE 233
JOAN SHEPPARD
RECORDER
$15.00

Kelly Mast
111 Crescent Drive
Manchester, Ia 52057

RETURN OF SERVICE — Leaving Copy

STATE OF ,

ss.

County of

The undersigned, being first duly sworn, upon oath deposes and states that on

19 , he served the notice on the reverse side on

at his dwelling house or usual place of abode in the City, Town or Township of

in County, , and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to

a person residing there who was then at least eighteen years old.

Subscribed in my presence and sworn to before me by the affiant , 19 .

, Notary Public in the above State.