AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

48-164

TO WHOM IT MAY CONCERN:

STATE OF IOWA }
COUNTY OF DELAWARE } 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.

Wayne W Wilson
Wayne Wilson — Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 24th day of May, 19 91

William D Weiger
WILLIAM D. WEIGER
Oct 6, 1992
.....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 May, 19 91.

Joan Sheppard
JOAN SHEPPARD — Recorder

FILE No. 98-2821	FILED FOR RECORD THE 28 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 15.00	May, 19 91 AT 4:40	Joan Sheppard, Recorder
TRANSFER FEE $	O'CLOCK P. M. BOOK 16 PAGE 329	Aff.

IOWA STATE BAR ASSOCIATION
(Trade-Mark Registered, State of Iowa, 1967)

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

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: David Lynn Weatherwax and Mary J. Weatherwax

Delhi Savings Bank, Delhi, Iowa

You and each of you are hereby notified:

(1) The terms of the written contract dated November 14, 1988, and executed by Wayne Wilson and Janet Wilson,

as Vendors, and David Lynn Weatherwax and Mary J. Weatherwax, as Vendees,

for the sale of the following described real estate:

The East one-third (E 1/3) of Lot Nine (9) and the West twelve (12) feet of Lot Ten (10), Block Four (4), Delhi, Iowa.

has not been complied within the following specific particulars:

(a)	Monthly payments of $350.00 for 10-90; 11-90; 12-90; 1-91; 2-91; 3-91; 4-91	$2,450.00
(b)	Delinquent real estate taxes: 88-89 $460. + $111. penalty + $4. costs	1,072.00
(c)	89-90 $168. + $29. penalty	
(d)		
	Total	$3,522.00

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 4/22/91 TIME 10:30 AM

(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 $_____ (not to exceed $50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Wayne J. Wilson

Janet Wilson

Vendors (or Successors in Interest)

By William D. Werger
William D. Werger, HANSON & WERGER—Their Attorney—
Address: 401 E. Main St.
Manchester, IA 52057

Chapter 656, The Code

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
DELHI SAVINGS BANK		
By Larry Hillers Exec. Vice Pres. Title	4-19-91	Delhi, Iowa

©The Iowa State Bar Association

RETURN OF SERVICE — Personal

STATE of Iowa ,

ss.

County of Delaware

The undersigned first being duly sworn, upon oath deposes and states that s 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
David Lynn Weatherwax	23	April	1991	Milo Twp.	Delaware	Iowa

Ronald Wilhelm, Sheriff

Tari Trapp 28-7

SERVED BY: Tari Trapp, Deputy

Subscribed in my presence and sworn to before me by the affiant April 23 19 91.

Pat Becker , Notary Public in the above State.

Pat Becker

FEES

Service .....$ 15.00

Copies .....$

Mileage.....$ 2.10

Total.....$ 17.10

4/26/91 #1652

98-2821
DELAWARE COUNTY IOWA
FILED
'91 MAY 28 PM 4 40
BOOK 16 PAGE 329
RECORDER
$15.00

WAYNE WILSON

TO

WHOM IT MAY CONCERN

RETURN OF SERVICE — Leaving Copy

STATE OF Iowa ,

ss.

County of Delaware

The undersigned, being first duly sworn, upon oath deposes and states that on April 23

19 91, she served the notice on the reverse side on Mary J. Weatherwax

at his her dwelling house or usual place of abode in the City, Town or Township of Milo Twp.

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

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

Tari Trapp 28-7

SERVED BY: Tari Trapp, Deputy

Subscribed in my presence and sworn to before me by the affiant April 23 19 91.

Pat Becker ,Notary Public in the above State.

Pat Becker

Delhi Sw Rt