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.

125-97

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.

Cecelia L. Burger
CECELIA L. BURGER, Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 26th. day of JULY 19 91

ANTHONY E. SCHUBERT My Comm. Expires April 5, 1994

Anth E. Schubert
ANTHONY E. SCHUBERT
.....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 26 day of July, 19 91.

Deborah Peyton
DEBORAH PEYTON, DEPUTY, Recorder

Current September, 1981

8.1 AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

WHEN RECORDED MAIL TO
CONTRACT EXCHANGE
P. O. BOX 8162
CEDAR RAPIDS, IOWA 52408

FILE No. 113-289
RECORDING FEE $ 25.00
TRANSFER FEE $

FILED FOR RECORD THE 26 DAY OF July, 19 91 AT 12:22 O'CLOCK P. M. BOOK 16 PAGE 361

STATE OF IOWA, DELAWARE COUNTY
Deborah Peyton, Dep., Recorder
Aff.

IOWA STATE BAR ASSOCIATION
Official Form No. 8
(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: NANCY A. HUGGINS AND JAMES J. HARGRAFEN

You and each of you are hereby notified:

(1) That the written contract dated 10th. OCTOBER, 19 89, and executed by UNITED STATE BANK AS TRUSTEE FOR THE AUSTIN E. ARMSTRONG REVOCABLE TRUST, AN UNDIVIDED 50% INTEREST AND UNITED STATE BANK, AS TRUSTEE FOR LAURA ARMSTRONG REVOCABLE TRUST, AN UNDIVIDED 50% INTEREST

as Vendors and NANCY C. HUGGINS AND JAMES HARGRAFEN as Vendees

for the sale of the following described real estate:

LOTS FIFTEEN (15) AND FIFTEEN-A (15-A) OF LAKE VIEW FIRST ADDITION TO DELAWARE COUNTY, IOWA. ACCORDING TO PLAT RECORDED IN BOOK 6 PLATS, PAGE 42, EXCEPT A PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF LOT 15A OF LAKE VIEW FIRST (1st.) ADDITION TO DELAWARE COUNTY LOCATED IN SECTION TWENTY-THREE (23), TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FIVE (5), WEST OF THE FIFTH (5th.) P.M., THENCE NORTH-WESTERLY (NW) ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF FIFTEEN (15) FEET, THENCE SOUTHWESTERLY ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT A DISTANCE OF 25 FEET, THENCE SOUTHEASTERLY PARALLEL TO THE NORTH LINE OF SAID LOT A DISTANCE OF 15 FEET, THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 25 FEET TO POINT BEGINNING.

LOCALLY KNOWN AS: RURAL ROUTE #1, DELHI, IOWA 52223

has not been complied with, in respect to the terms and conditions of said contract in the following specific particulars:

(a)	FAILURE TO PAY AUGUST 10, 1990 PAYMENT $640.00 PLUS LATE CHARGE $44.73	$ 684.73
(b)	FAILURE TO PAY SEPTEMBER 10, 1990 PAYMENT $640.00 PLUS LATE CHARGE $44.73	684.73
(c)	COST OF SERVICING $150.00	150.00
(d)		
	Total	$ 1,519.46

DATE 10-1-90 TIME 10:50 AM

(2) That said contract will stand forfeited and cancelled as by its terms and provisions it may be, unless the parties in default within 30 days after the completed service of this notice, shall perform the said terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

UNITED STATE BANK, AS TRUSTEE FOR THE AUSTIN E. ARMSTRONG REVOCABLE, AN UNDIVIDED 50% INTEREST AND UNITED STATE BANK, AS TRUSTEE FOR LAURA ARMSTRONG REVOCABLE TRUST, AN UNDIVIDED 50% INTEREST

Vendors (or Successors in Interest)

CHAPTER 656
CODE OF IOWA

By Cecelia L. Burger
CECELIA L. BURGER Their Agent-

Address: 1420 FIRST AVENUE NORTHEAST
CEDAR RAPIDS, IOWA 52402

Please type or print names under signatures as per Section 595.2 Code of Iowa

ACKNOWLEDGEMENT OF SERVICE

The undersigned, on the date hereinafter set forth, hereby acknowledge due, timely and legal service of the foregoing notice, and acknowledge receipt of copy thereof at the time and place set opposite our respective names.

	Date of Service	Place of Service

WHEN RECORDED MAIL TO
CONTRACT EXCHANGE
P. O. BOX 3162
CEDAR RAPIDS, IOWA 52406

If service by publication see footnote on first page and determine what constitutes an adequate return.

RETURN OF SERVICE—Personal

STATE of Iowa,

County of Delaware } ss.

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

Persons Served	Day	Month	Year	City, Town or Township	County	State
Nancy A. Huggins	02	Oct.	1990	Hopkinton	Delaware	Iowa

Ronald Wilhelm, Sheriff

Tari Trapp 28-7

SERVED BY: Tari Trapp, Deputy

Subscribed in my presence and sworn to before me by said affiant this 2 day of Oct, 19 90.

Pat Becker, Notary Public in and for said County and State.

PAT BECKER

FEES

Service - - - - - - $ 10.00

Copies - - - - - - $

Mileage - - - - - - $ 7.56

Total - - - - - - $ 17.56

10/4/90
2521

RETURN OF SERVICE—Leaving Copy

STATE OF IOWA,

County of _____ } ss.

The undersigned, being first duly sworn, upon oath deposes and states that on the _____ day of _____, 19 ____, he served the notice on the obverse side hereof on _____ at his _____ dwelling house or usual place of abode in the City, Town or Township of _____ in _____ County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy thereof to _____ a person residing therein who was then at least eighteen years old.

_____

Subscribed in my presence and sworn to before me by said affiant this _____ day of _____, 19 ____.

_____

_____, Notary Public in and for said County and State.

Note: For service by publication, see Code Section 656.3.

Note: For proof and record of service, see Code Section 656.5.

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: NANCY A. HUGGINS AND JAMES J. HARGRAFEN

You and each of you are hereby notified:

(1) That the written contract dated 10th. OCTOBER, 19 89, and executed by UNITED STATE BANK AS TRUSTEE FOR THE AUSTIN E. ARMSTRONG REVOCABLE TRUST, AN UNDIVIDED 50% INTEREST AND UNITED STATE BANK, AS TRUSTEE FOR LAURA ARMSTRONG REVOCABLE TRUST, AN UNDIVIDED 50% INTEREST

as Vendors and NANCY C. HUGGINS AND JAMES HARGRAFEN as Vendees

for the sale of the following described real estate:

LOTS FIFTEEN (15) AND FIFTEEN-A (15-A) OF LAKE VIEW FIRST ADDITION TO DELAWARE COUNTY, IOWA. ACCORDING TO PLAT RECORDED IN BOOK 6 PLATS, PAGE 42, EXCEPT A PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF LOT 15A OF LAKE VIEW FIRST (1st.) ADDITION TO DELAWARE COUNTY LOCATED IN SECTION TWENTY-THREE (23), TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FIVE (5), WEST OF THE FIFTH (5th.) P.M., THENCE NORTH-WESTERLY (NW) ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF FIFTEEN (15) FEET, THENCE SOUTHWESTERLY ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT A DISTANCE OF 25 FEET, THENCE SOUTHEASTERLY PARALLEL TO THE NORTH LINE OF SAID LOT A DISTANCE OF 15 FEET, THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 25 FEET TO POINT BEGINNING.

LOCALLY KNOWN AS: RURAL ROUTE #1, DELHI, IOWA 52223

has not been complied with, in respect to the terms and conditions of said contract in the following specific particulars:

(a)	FAILURE TO PAY AUGUST 10, 1990 PAYMENT $640.00 PLUS LATE CHARGE $44.73	$ 684.73
(b)	FAILURE TO PAY SEPTEMBER 10, 1990 PAYMENT $640.00 PLUS LATE CHARGE $44.73	684.73
(c)	COST OF SERVICING $150.00	150.00
(d)		
	Total	$ 1,519.46

DATE 10-1-90 , IA 10:45am

(2) That said contract will stand forfeited and cancelled as by its terms and provisions it may be, unless the parties in default within 30 days after the completed service of this notice, shall perform the said terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

UNITED STATE BANK, AS TRUSTEE FOR THE AUSTIN E. ARMSTRONG REVOCABLE, AN UNDIVIDED 50% INTEREST AND UNITED STATE BANK, AS TRUSTEE FOR LAURA ARMSTRONG REVOCABLE TRUST, AN UNDIVIDED 50% INTEREST

Vendors (or Successors in Interest)

CHAPTER 656
CODE OF IOWA

By Cecelia L. Burger
CECELIA L. BURGER Their Agent-
Address: 1420 FIRST AVENUE NORTHEAST
CEDAR RAPIDS, IOWA 52402

Please type or print names under signatures as per Section 535.2 Code of Iowa

ACKNOWLEDGEMENT OF SERVICE

The undersigned, on the date hereinafter set forth, hereby acknowledge due, timely and legal service of the foregoing notice, and acknowledge receipt of copy thereof at the time and place set opposite our respective names.

	Date of Service	Place of Service

WHEN RECORDED MAIL TO
CONTRACT EXCHANGE
P. O. BOX 1162
CEDAR RAPIDS, IOWA 52408

If service by publication see footnote on first page and determine what constitutes an adequate return.

RETURN OF SERVICE—Personal

STATE of Iowa,

County of Delaware } ss.

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

Persons Served	Day	Month	Year	City, Town or Township	County	State

Subscribed in my presence and sworn to before me by said affiant this _____ day of _____, 19____.

_____, Notary Public in and for said County and State.

FEES

Service - - - - - - $ $5.00

Copies - - - - - - $ _____

Mileage - - - - - - $ _____

Total - - - - - - - $ $5.00

RETURN OF SERVICE—Leaving Copy

10/4/90
221

STATE OF IOWA,

County of Delaware } ss.

The undersigned, being first duly sworn, upon oath deposes and states that on the 2nd day of October, 19 90, he served the notice on the obverse side hereof on James J. Hargrafen at his _____ dwelling house or usual place of abode in the City, Town or Township of Hopkinton in Delaware County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy thereof to Nancy A. Huggins

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

Ronald Wilhelm, Sheriff

Tari Trapp
Served By: Tari Trapp, Deputy

Subscribed in my presence and sworn to before me by said affiant this 2 day of Oct, 19 90

Pat Becker, Notary Public in and for said County and State.
PAT BECKER

Note: For service by publication, see Code Section 656.3.

Note: For proof and record of service, see Code Section 656.5.

113-289
DELAWARE COUNTY IOWA
FILED
91 JUL 26 PM 12 22
BOOK 16 PAGE 361
RECORDER
$25.00 ✓

WHOM IT MAY CONCERN

TO

CECELIA L. BURGER

DELAWARE COUNTY
ABSTRACT CO-Pd.
✓✓

Abstract