THE IOWA STATE BAR ASSOCIATION
Official Form No. 116

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 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.

51-71

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) ~~has~~ (have) 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(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.

Cynthia Kraft
Cynthia Kraft — Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 8th day of July, 19 92

Vonda Billhorn

Vonda Billhorn — Notary Public in and for The State of Iowa.

VONDA BILLHORN NOTARIAL SEAL

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: _____

Iowa 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 9 day of July, 19 92.

Jane A. Lloyd
Jane A. Lloyd — Recorder

FILE No. 207-301	FILED FOR RECORD THE 9 DAY OF July, 19 92 AT 2:48	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 20.00	O'CLOCK p M. BOOK 17 PAGE 80	Jane A. Lloyd, Recorder
TRANSFER FEE $		AFF.

NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT

TO: John Fitch, 1609 Grand Avenue S.E., Cedar Rapids, Iowa, 52403
-and-
Savage Lumber Company, Attn: Judy Carson, 200 North Railroad Street, Coggon, IA 52218

You and each of you are hereby notified:

(1) The written contract dated November 30, 19 91, and executed by Mike Kraft and Cynthia Kraft, husband and wife, as Vendors, and John Fitch, as Vendees, for the sale of the following described real estate:

The North 90 feet of Lots Fifteen (15) and Sixteen (16) and the North 90 feet of the East sixteen (16) feet of Lot Fourteen (14), all in Block One (1), Ryan, Iowa,

has not been complied with in the following particulars:

(a) You have failed to make payment due April 1, 1992	200.00
(b) You have failed to make payment due May 1, 1992	200.00
(c) You have allowed a Mechanics Lien to be filed against the premises	271.75
(d) You have failed to provide Sellers with evidence of insurance	
Total	$ 671.75

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

Mike Kraft

Cynthia Kraft
Vendors (or Successors in Interest)

By Thomas J. Hanson
Thomas J. Hanson Their Attorney—

Address: 401 East Main Street
Manchester, Iowa 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

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA,
County of LINN } ss.

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

Name	Month	Day	Year	City, Town or Township	County	State
JOHN FITCH	6	5	92	CEDAR RAPIDS	LINN	IOWA 1436
				SHERIFFS OFFICE		

DENNIS H. BLOME SHERIFF LINN COUNTY
BY J. Schwartz DEPUTY

Subscribed in my presence and sworn to before me by said affiant this 5th day of June 1992.

Helen M. Nelsen
Notary Public in and for said County and State

SHERIFF
LINN COUNTY, IOWA
FEES

Service	$ 10.00
Notice of Levy	$
Garnishment	$
Posting	$
Mileage	$ 8.30
Notary	$
Postage	$
	$
	$
	$
	$
TOTAL	$ 18.30

Date JUN 18 1992
SHERIFF'S FEES PAID BY
Hanson & Weyer
SHERIFF, LINN COUNTY, IOWA
By M Lang

THE IOWA STATE BAR ASSOCIATION
Official Form No. 115

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

NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT

TO: John Fitch, 1609 Grand Avenue S.E., Cedar Rapids, Iowa, 52403
-and-
Savage Lumber Company, Attn: Judy Carson, 200 North Railroad Street, Coggon, IA 52218

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Mike Kraft

Cynthia Kraft
Vendors (or Successors in Interest)

By Thomas J. Hanson
Thomas J. Hanson Their Attorney—

Address: 401 East Main Street
Manchester, Iowa 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
Judy L. Carson - Savage Lumber Co	5/20/92	Coggon, Ia.