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
} ss:
COUNTY OF DELAWARE

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) has (have) retaken possession of said real estate following the expiration of said 30 day period.

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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.

Mary Lou Tracey
Mary Lou Tracey — Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 29th day of April, 19 93.

Theresa K. Gentz
Theresa K. Gentz — 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: _____

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 29 day of April, 19 93.

Deborah L. Peyton
DEBORAH L. PEYTON — Recorder

FILE No. 280-3210	FILED FOR RECORD THE 29 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 10.00	April, 1993 AT 9:26	Deborah L. Peyton, Recorder
TRANSFER FEE $	O'CLOCK A. M. BOOK 17 PAGE 175	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: Charles A. Hutchinson; JoAnn M. Hutchinson;

You and each of you are hereby notified:

(1) The terms of the written contract dated December 6, 19 91, and executed by Morris J. Cooke and Elaine O. Cooke,

as Vendors, and Charles A. Hutchinson and JoAnn M. Hutchinson, as Vendees,

for the sale of the following described real estate:

Lot One (1), Lewis Paxson's Subdivision of part of Lots One Hundred Ninety-eight (198) and One Hundred Ninety-Nine (199), City of Manchester, according to Plat recorded in Book H, T.L.D., Page 453, except the South Twenty-seven (27) feet of the West Two (2) feet thereof.

has not been complied within the following specific particulars:

(a) Failure to pay monthly installments of $300.00 each for January, February and March, 1993	900.00
(b) Failure to pay first half of real estate taxes, plus penalty	355.00
(c) Failure to maintain insurance on the premises; premiums advanced by Vendor	395.00
(d)	
Total	1,650.00

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

Chapter 656, The Code

Elaine O. Cooke, as Executor of
Morris J. Cooke Estate

Elaine O. Cooke, Individually
Vendors (or Successors in Interest)

Tracey & Tracey
By Mary Lou Tracey
Mary Lou Tracey — Their Attorneys
Address: 105 North Franklin Street

Manchester, Iowa 52057

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
Charles A Hutchinson (Charles A. Hutchinson)	3/29/93	Manchester, Iowa
JoAnn M. Hutchinson (JoAnn M. Hutchinson)	3/26/93	Manchester, Iowa

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