IOWA ~~STATE~~ BAR ASSOCIATION
Official Form No. 116 (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 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.

●

115-994 & 124-59

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. Michael Carr — Affiant

DIANE K. FOUST Iowa NOTARIAL SEAL

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 25 day of June, 19 93

Dianne K. Foust

Dianne K Foust ..... 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 25 day of June, 19 93.

Deborah L. Peyton
DEBORAH L. PEYTON Recorder

FILE No. 296-39	FILED FOR RECORD THE 25 DAY OF June, 1993 AT 3:01	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 25.00	O'CLOCK P. M. BOOK 17 PAGE 190	Deborah L. Peyton, Recorder
TRANSFER FEE $		AFF

AFFIDAVIT IN SUPPORT OF FORFEITURE

OF REAL ESTATE CONTRACT

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

The undersigned after being duly sworn on oath states as follows:

That no notice was sent by ordinary mail to Dan Howell pursuant to Rule 60.1 of the Iowa Rules of Civil Procedure for the reason that no mailing address is known for him and diligent inquiry has been made to ascertain it.

E. Michael Carr

Subscribed and sworn to before me by E. Michael Carr this 25 day of June, 1993.

Dianne K. Foust, Notary Public in and for the State of Iowa.

STATE OF IOWA, Delaware County-ss.

I, Larry K. Woellert, being duly sworn depose and say that I am publisher of The Manchester Press, a newspaper published weekly in Manchester, in said county, and that the Notice of Forfeiture of Real Estate Contract

[redacted]

a copy of which is hereto attached, was published in said newspaper for 3 weeks consecutively; the first publication having been made on the 4th day of May A.D. 19 93, and the last on the _____ day of _____ A.D. 19____

Publication fee, $ 52.03

Larry K. Woellert

Subscribed by Larry K. Woellert and by him sworn to before me, a notary public in and of Delaware County, Iowa this 27 day of May A.D. 1993

Witness my hand and seal the date last above written.

Iowa

Doris Tucker Notary Public

Doris Tucker

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Dan Howell
(Address Unknown)

You are hereby notified:

1. That the terms of the written contract dated August 31, 1984 and executed by Michael R. Neuhaus and Debra K. Neuhaus as Vendors and Randall D. Taylor as Vendee, said Vendee's interest having been subsequently conveyed to Dan Howell and Merry Howell by quit claim deed dated February 24, 1989 and filed for record in Book 124 L.D. page 59 for the sale of the following described real estate:

That part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Thirteen (13), Township Eighty-Nine North (T89N), Range Six (6), West of the Fifth P.M., Delaware County, Iowa, described as commencing at the Southeast corner of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of said Section Thirteen (13), thence North 515.0 feet to the point of beginning, thence West 306.5 feet, thence North19° - 52' East 253.6 feet to the centerline of county road, thence South 63° - 29' East along said centerline 246.0 feet to the East line of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of said Section Thirteen (13), thence South along said line 128.9 feet to the point of beginning, said parcel containing approximately 1.2 acres subject to road right of way and easements of record. The East line of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of said Section Thirteen (13) is assumed to bear due North and South.

have not been complied with in the following particulars:

(a). Failure to make payments through April 1, 1993 -	$5,803.90
(b). Failure to pay interest on delinquent payments -	380.60
(c). Failure to pay real estate taxes as required by contract –	1,522.00 +
(d). Failure to carry insurance on the property	--------
Total Unpaid	$7,706.50

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. Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

MICHAEL R. NEUHAUS, VENDOR
BY E. MICHAEL CARR, HIS ATTORNEY
117 S. Franklin Street, P.O. Box 333
Manchester, IA 52057

5-4-93
5-11-93
5-18-93

P61-w3

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: Dan Howell and Merry Howell

You and each of you are hereby notified:

(1) The terms of the written contract dated August 31, 1984, and executed by Michael R. Neuhaus and Debra K. Neuhaus,

as Vendors, and Randall D. Taylor as Vendee, said Vendee's interest having been subsequently conveyed to Dan Howell and Merry Howell by quit claim deed dated 2-24-89 & filed for record in Book 124 L.D. page 59, ~~as Vendees~~

for the sale of the following described real estate:

See attached.

has not been complied within the following specific particulars:

(a) Payments in arrears through 9-1-92 (Par. #1 of contract)	3,844.88
(b) Interest on delinquent payments in arrears (Par. #1 of contract)	266.32
(c) Real estate taxes delinquent 1038.00 plus 478.00 of current taxes to bring delinquent taxes current which must be paid (Par. #3 of contract)	1,516.00
(d) Vendees failed to carry insurance on the property (Par. #6 of contract)	
Total	5,627.20

(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.

MICHAEL R. NEUHAUS
Vendors (or Successors in Interest)

By E. Michael Carr Their Attorney

Address: 117 S. Franklin St.
P. O. Box 333
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
Merry Howell	9-9-92	RR3, Manchester

© The Iowa State Bar Association

That part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Eighty-Nine North (T89N), Range Six (6), West of the Fifth P.M., Delaware County, Iowa, described as commencing at the Southeast corner of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of said Section Thirteen (13), thence North 515.0 feet to the point of beginning, thence West 306.5 feet, thence North 19° - 52' East 253.6 feet to the centerline of county road, thence South 63° - 29' East along said centerline 246.0 feet to the East line of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of said Section Thirteen (13), thence South along said line 128.9 feet to the point of beginning, said parcel containing approximately 1.2 acres subject to road right of way and easements of record. The East line of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of said said Section Thirteen (13) is assumed to bear due North and South.