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.

49-347

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.

Mary Lou Tracey
Mary Lou Tracey — Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 26th day of July, 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 28 day of July, 19 93.

Deborah L. Peyton
DEBORAH L. PEYTON — Recorder

FILE No. 304-353	FILED FOR RECORD THE 28 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 11.00	July, 19 93 AT 10:28	Deborah L. Peyton, Recorder
TRANSFER FEE $	O'CLOCK A. M. BOOK 17 PAGE 207	AFF

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: David D. Garlow

You and each of you are hereby notified:

(1) The written contract dated April 10, 19 90, and executed by Richard D. Schmitt and Deborah S. Schmitt, husband and wife, as Vendors, and David D. Garlow, as Vendees, for the sale of the following described real estate:

The North One Half (N½) of Lot Thirty Two (32), A. R. Loomis Addition to Manchester, Iowa, according to plat recorded in Book 15, L.D., Page 410;

has not been complied with in the following particulars:

(a)	Failure to pay second half of real estate taxes due March 31, 1993	$213.00
(b)	Failure to maintain insurance on the property as required by the contract	
(c)		
(d)		
	Total	$213.00

(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 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.

Richard D. Schmitt

Deborah S. Schmitt

Vendors (or Successors in Interest)

Tracey & Tracey

By Mary Lou Tracey
Mary Lou Tracey, Their Attorney—

Address: 105 North Franklin Street
Manchester, Iowa 52057
(319) 927-4925

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
David D. Garlow	6-25-93	Manchester, Iowa