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.

●

129-276

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
E. Michael Carr Affiant

DIANNE K. FOUST Iowa NOTARIAL SEAL

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 15 day of Nov. 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 15 day of Nov., 19 93.

Deborah L. Peyton Deputy

FILE No. 334-1508	FILED FOR RECORD THE 15 DAY OF November, 19 93 AT 1:07 O'CLOCK P M.	DEBORAH L. PEYTON STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 21.00	BOOK 17 PAGE 251	Deborah L. Peyton, Recorder
TRANSFER FEE $		By Aff., Deputy

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NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Dan Thies and Nadine Thies

District Director Internal Revenue Service being served by separate notice

You and each of you are hereby notified:

(1) The terms of the written contract dated May 1, 1992, and executed by Rachel Ann Wickman and Ray Wickman,

as Vendors, and Dan Thies and Nadine Thies, as Vendees,

for the sale of the following described real estate:

See Attached.

has not been complied within the following specific particulars: (See Attachment #1)

(X) _____

(X) _____

(X) _____

(X) _____

_____

Total $23,018.97

(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.

RACHEL ANN WICKMAN AND

RAY WICKMAN

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

©The Iowa State Bar Association

RETURN OF SERVICE — Personal

STATE of Iowa ,

ss.

County of Delaware

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

Persons Served	Day	Month	Year	City, Town or Township	County	State
Dan Thies	13th	Oct.	1993	Manchester	Delaware	Iowa

Ronald Wilhelm, Sheriff

Tari Trapp 28-7

SERVED BY: Tari Trapp, Deputy

Subscribed in my presence and sworn to before me by the affiant Oct 13, 1993.

Pat Becker, Notary Public in the above State.

Pat Becker

FEES

Service ..... $ 15.00

Copies ..... $

Mileage ..... $ 1.00

Total ..... $ 16.00

PAID Date 10/14/93 Ck. No. 1157

RETURN OF SERVICE — Leaving Copy

STATE OF Iowa ,

ss.

County of Delaware

The undersigned, being first duly sworn, upon oath deposes and states that on October 13, 1993, he served the notice on the reverse side on Nadine Thies at his ~~xxxxxxxxx~~ dwelling house or usual place of abode in the City, Town or Township of Manchester in Delaware County, IA, ~~and which place was not a rooming house, hotel, club or apartment building,~~ by there delivering a copy of the notice to Dan Thies (spouse) (according to R.C.P. 56.1 (a)) ~~a person residing there who was then at least eighteen years old.~~

Tari Trapp 28-7

SERVED BY: Tari Trapp, Deputy

Subscribed in my presence and sworn to before me by the affiant Oct 13, 1993.

Pat Becker, Notary Public in the above State.

Pat Becker

ATTACHMENT #1

(a).	Failure to make contract payment due 7-1-93 in the amount of $7,944.40 (Par. #1 of contract) -		7,944.40
(b).	Failure to pay real estate taxes in the amount of $2,412.00 (Par. #3 of contract) -		2,412.00
(c).	Remove 2 Eaton bins each with 7000 bu. capacity, one valued at $3600.00 and one valued at $1800.00 (Par. #9 of contract) -		5,400.00
(d).	Failure to take good care of the property and keep the buildings and other improvements on the real estate in good and reasonable repair and not to injure or destroy same. Cats in house ruined carpeting, doorsill ruined, windowpane ruined, paint ruined, premises were a mess; for cleanup and expense including:		
	Carpet and installation -	395.49	
	Tape and light bulbs -	45.49	
	Doorsill -	12.99	
	Windowpane -	4.00	
	Service Master -	634.60	
	Paint and labor -	250.00	
	Clean barn, grove, sheds, house, mow field - Labor -	2,800.00	
	Machine hire for cleaning -	1,370.00	
	Mileage -	750.00	
	Wind and Vandalism damage - (Par. #9 of contract)	1,000.00	
			7,262.57
	Total -		23,018.97

That part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Twenty-two (22), Township Eighty-Eight North (T88N), Range Six West (R6W) of the Fifth P.M., Delaware County, Iowa, described as commencing at the Northeast corner of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of said Section Twenty-two (22), thence South 875.0 feet along the East line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of said Section Twenty-Two (22), thence West 292.0 feet, thence North 875.0 feet to the North line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of said Section Twenty-two (22), thence East 292.0 feet along said line to the point of commencement; said parcel containing approximately 5.87 acres subject to road right of way and easements of record. The East line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of said Section 22 is assumed to bear due North and South.