THE IOWA STATE BAR ASSOCIATION
Official Form No. 176

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

235-125
DELAWARE COUNTY IOWA
FILED
96 JUL 2 PM 4 24
18 PAGE 305
RECORDED & INDEXED
PEGGY L. PEYTON
COUNTY RECORDER
$21.00

Preparer Information: E. MICHAEL CARR, ATTY. P.O. BOX 333 MANCHESTER, IA 52057 319-927-4164
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN: STATE OF IOWA, 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.

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.

Verna M. Fergesen
Verna M. Fergesen

Frank L. Fergesen
Frank L. Fergesen Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 2nd day of July, 19 96.

James V. Graybill
James V. Graybill
Notary Public in and for the State of Iowa.

JAMES V. GRAYBILL
MY COMMISSION EXPIRES
7-2-97

● 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 The real estate contract referred to herein was recorded in Book 131 page 186.

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DATE 7-2-96 BOOK 18 PAGE 305

THE IOWA STATE BAR ASSOCIATION
Official Form No. 175
ISBA# 00756

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

Preparer Information _____ Individual's Name _____ Street Address _____ City _____ Phone

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:
Robert E. Timmerman
Rod Hanson and Centaura Hanson, parties in possession

You and each of you are hereby notified:

(1) The written contract dated May 14, 19 92, and executed by Frank L. Fergesen and Verna M. Fergesen, husband and wife,
as Vendors, and
Robert E. Timmerman,
as Vendees, for the sale of the following described real estate:

(See attached).

has not been complied with in the following particulars:

(a)	Failure to make payment of $2,000.00	2,000.00
(b)	due 3-15-96	
(c)		
(d)		
	Total	2,000.00

(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.

Frank L. Fergesen
Frank L. Fergesen

Verna M. Fergesen
Verna M. Fergesen
Vendors
(or Successors in Interest)

By _____
Their Attorney -

Address: 915 Doctor St.
Manchester, IA 52057

Chapter 656, The Code

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ACKNOWLEDGMENT 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
Robert E. Timmerman	5-22-96	Bobs Store
Kod Hanson	5-22-96	At Home
Centauna Hanson	5-22-96	At Home

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of Delaware } 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
Robert E. Timmerman	5	22	96	Manchester	Delaware	Iowa
Kod Hanson	5	22	96	Masonville	Delaware	Iowa
Centauna Hanson	5	22	96	Masonville	Delaware	Iowa

Frank L Ferguson

Subscribed in my presence and sworn to before me by said affiant this 22 day of May, 19 96.

James V Graybill

James V. Graybill

Notary Public in and for said County and State

JAMES V. GRAYBILL
MY COMMISSION EXPIRES
7-2-97

BOOK 18 PAGE 305

Lot One (1) in the Northeast Quarter of the Northwest Quarter (NE¼-NW¼) and Lot One (1) in the Southeast Quarter of the Northwest Quarter (SE¼-NW¼): all in Section Thirty-two (32), Township Eighty-nine (89) North, Range Six (6) West of the Fifth Principal Meridian, Delaware County, Iowa, containing 1.71 acres and 0.38 acres, respectively, more or less subject to county road easements of record more particularly described by metes and bounds as follows:

Commencing at the North ¼ Corner of Section 32, T89N, R6W of the 5th P.M.: thence S 00°-00'-00" E 1079.62 feet along the easterly line of the NW¼ of said Section 32: thence S 89°-45'-00" W 1010.25 feet along the centerline of a Delaware County road to the Point of Beginning; thence S 89°-45'-00" W 217.75 feet along the centerline of said county road; thence S 53°-37'-12" W 125.49 feet along the centerline of said county road; thence S 00°-02'-16" W 223.03 feet along the westerly line of the NE¼-NW¼ and of the SE¼-NW¼ of said Section 32; thence N 89°-49'-08" E 319.87 feet; thence N 00°-10'-52" W 297.41 feet to the Point of Beginning. Said described parcel containing a total of 2.09 acres more or less subject to county road easements of record. The easterly line of the NW¼ of Section 32, T89N, R6W is assumed to bear S.00°-00'-00" E., 2.09 acres, more or less.