THE IOWA STATE BAR ASSOCIATION
Official Form No. 176

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

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26.00
19 136

24-1463

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.

54-250

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.

E. Michael Carr
E. Michael Carr — Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 7 day of November, 19 97.

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

LISA K. FOUST
Iowa
NOTARIAL SEAL

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

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DATE 11-7-97 BOOK 12 PAGE 136

THE IOWA STATE BAR ASSOCIATION
Official Form No. 175 | ISBA# 00756 | FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 10/6/97 TIME 1:45pm

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

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:
Timothy Ray Schenk and Sharon L. Schenk

You and each of you are hereby notified:

(1) The written contract dated 6-16-95 (with amendment thereto) dated 8-3-97 & attached hereto) both executed by Richard L. Dichtelmiller & Celia Joan Dichtelmiller, husband & wife, as Vendors, and Timothy Ray Schenk and Sharon L. Schenk, husband & wife, as Vendees, for the sale of the following described real estate:

The South Sixty-five (65) feet of Lot Two Hundred Twenty-Seven (227), Manchester, Iowa, according to plat recorded in Book H L.D., Page 186.

has not been complied with in the following particulars:

(a) See attached -	46,600.66
(b) See attached -	1,326.00
(c)	
(d)	
Total	47,926.66

(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 L. Dichtelmiller
Richard L. Dichtelmiller

Celia Joan Dichtelmiller
Celia Joan Dichtelmiller
Vendors
(or Successors in Interest)

By ~~their Attorney~~

Address: 2145 230th Ave.
Delaware, IA 52036

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
[illegible]	[illegible]	[illegible]

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
Timothy Ray Schenk	10	06	97	212 S. Madison Manchester	Delaware	Iowa
Sharon L. Schenk	10	07	97	Manchester	Delaware	Iowa

John LeClere 28-4

John LeClere, Deputy 28-4

Subscribed in my presence and sworn to before me by said affiant this 8th day of Oct, 19 97

Pat Becker

Pat Becker, (Delaware County)
Notary Public in and for said County and State

FEES:

Service:	$10.00
Copy:	5.00
Mileage:	1.00
TOTAL:	$16.00

BOOK 19 PAGE 136

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

DICHTELMILLER - SCHENK

(Cont.)

(1)

(a) Per Par. #1 the contract balance of both principal and interest has not been paid in full as of 10-1-97. Balance due as of 10-1-97 - 46,600.66

(b) Per Par. #3 real estate taxes have not been paid for fiscal 1995-1996 payable in 1996-1997 nor have the first 1/2 taxes for 1996-1997 payable in 1997-1998 been paid before delinquency. Amount to cure delinquency for 1995-1996 taxes payable in 1996-1997 - 938.00

Amount to cure delinquency for first 1/2 taxes due 10-1-97 - 388.00

Total amount to bring delinquent taxes to date good through October, 1997 is - 1,326.00

Total - 47,926.66

E. MICHAEL CARR, ATTY. P.O. BOX 333
MANCHESTER, IA 52057 319-927-4164

AMENDMENT TO REAL ESTATE CONTRACT

The contract between Richard L. Dichtelmiller and Celia Joan Dichtelmiller as Sellers and Timothy Ray Schenk and Sharon L. Schenk as Buyers is herewith amended only as follows.

1. The typewritten part of Paragraph 1 is amended as follows: $400.00 on August 1, 1995 and $400.00 on the 1st day of each month thereafter until October 1, 1997 when the entire unpaid balance including all principal and accrued interest shall be paid in full. The monthly payments of $400.00 shall first be credited against interest accrued and then against principal.

2. All other provisions of the contract remain the same. The contract amended is dated 6-16-95 and recorded in Book 54, Page 250 in Delaware County, IA.

Dated: AUG 3, '97, 1997.

Timothy Ray Schenk

Richard L. Dichtelmiller

Sharon L. Schenk

Celia Joan Dichtelmiller