THE IOWA STATE BAR ASSOCIATION
Official Form No. 176

Iowa State BAR Number 06070

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

98 JAN 14 AM 9 44
DELAWARE COUNTY IOWA
FILED
411-2090
19 PAGE 162
21.00
RECORDER

Preparer Information (X) Craig, Wilson & Flickinger, 316 1st St. E., Independence, IA 50644 319-334-6061
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 BUCHANAN

138-283

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.

Denny R. Wilson
Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 13 day of January, 19 98.

Eunice Hamilton
Notary Public in and for the State of Iowa.

EUNICE HAMILTON
MY COMMISSION EXPIRES
January 10, 1999

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 14 day of JANUARY, 199 8.

Deborah L. Peyton
DEBORAH L. PEYTON Recorder
DATE 1-14-98 BOOK 19 PAGE 162

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IOWA STATE BAR ASSOCIATION
Official Form No. 115

BOOK ____ PAGE ____

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

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: David Boll
1546 Firefly Road
Dundee, IA 52038

You and each of you are hereby notified:

(1) The written contract dated September 4, 19 97, and executed by Mark S. Reilly and Jean M. Reilly, Husband and Wife as Vendors, and David Boll, as Vendees,

for the sale of the following described real estate:

See Attached Exhibit "A"

has not been complied with in the following particulars:

(a)	Payment of $9,700.00 due December 1, 1997	$ 9,700.00
(b)		
(c)		
(d)		
	Total	$ 9,700.00

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 12/8/97 TIME 7:30 am

(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.

Mark S. Reilly
Jean M. Reilly
Vendors (or Successors in Interest)

By Denny R. Wilson
Their Attorney

Address: 316 First Street East
Independence, IA 50644

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

©Iowa State Bar Association
This Printing May, 1990

RETURN OF SERVICE — Personal

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 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
David Boll	09	12	97	Manchester	Delaware	Iowa

Lt. Wm. J. Hermes

Subscribed in my presence and sworn to before me by the affiant Lt. Wm. J. Hermes, Deputy Sheriff this 9 Dec. 97

Pat Becker

Pat Becker, Notary Public in the above State.

FEES

Service ..... $ 10.00
Copies ..... $
Mileage ..... $
Total ..... $ 10.00

PAID Date 1/8/98 Ck. No. 27098

RETURN OF SERVICE — Leaving Copy

STATE of _____ }
County of _____ } ss.

The undersigned, being first duly sworn, upon oath deposes and states that on _____ 19____ , ___ he served the notice on the reverse side on _____ at his/her _____ dwelling house or usual place of abode in the City, Town or Township of _____ in _____ County, _____ , and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to _____ a person residing there who was then at least eighteen years old.

_____

Subscribed in my presence and sworn to before me by the affiant _____ , 19 _____ .

_____

_____ , Notary Public in the above State.

EXHIBIT A

PARCEL A, SECTION 35, T90N, R6W

PARCEL A in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), Township Ninety North (T90N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 3.68 acres, including 0.31 acres of public road right of way, subject to easements of record and more specifically described by metes and bounds as follows:

COMMENCING at the West Quarter Corner (W 1/4) of Section Thirty-five (35), Township Ninety North (T90N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa; thence North 88°-29'-00" East along the South line of the Northwest Quarter (NW 1/4) of said Section Thirty-five (35) 1675.8 feet to the centerline of a county road, said point being the POINT OF BEGINNING; thence North 50°-10'-45" West 395.9 feet along said centerline of a county road; thence North 42°-26'-20" East 99.3 feet; thence North 48°-03'-10" East 110.4 feet; thence North 85°-55'-20" East 235.75 feet; thence North 60°-37'-30" East 229.8 feet; thence South 35°-15'-30" East 95.3 feet; thence South 37°-38'-25" West 352.9 feet; thence South 03°-37'-10" West 170.25 feet to the South line of the Northwest Quarter (NW 1/4) of said Section Thirty-five (35); thence South 88°-29'-00" West 109.2 feet along the South line of the Northwest Quarter (NW 1/4) of said Section Thirty-five (35) to the POINT OF BEGINNING; containing a total of 3.68 acres including 0.31 acres of public road right of way and subject to easements of record. The Westerly line of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), Township Ninety North (T90N), Range Six West (R6W) of the Fifth Principal Meridian is assumed to bear North 00°-00'-00" East.