THE IOWA STATE BAR ASSOCIATION Official Form No 176	Tom Jenk ISBA # 2673	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

Iowa State Bank
P.O. Box 99
Clarkville IA
50049-0099

FILED
2001 APR -5 AM 10:36
DELAWARE COUNTY, IOWA
BOOK 2001 PAGE 107D
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
#41.00

Preparer Information Tom Jenk, 225 First Avenue East, Dyersville, Iowa 52040, (319) 875-9112
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 DUBUQUE

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 notices and all parties have accepted service and said acceptance is hereto attached to this Affidavit ● and made part of this Affidavit.

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 90 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 90 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.

Tom Jenk

Tom Jenk, Attorney for and on behalf of
Madonna Wulfekuhle, Affiant, Contract Seller

/Madonna Wulfekuhle
Madonna Wulfekuhle — Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 4th day of April, 2001.

Karla Kluesner
Karla Kluesner
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 _____, _____, 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 IOWA STATE BAR ASSOCIATION
Official Form No. 175
ISBA# 02673

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

Preparer Information: Attorney Tom Jenk (Individual's Name) | 225-1st Avenue East (Street Address) | Dyersville, Iowa (City) | 875-9112 (Phone)

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: RANDY WULFEKUHLE & ELLEN WULFEKUHLE, Greeley, Iowa 52050
~~Randy & Ellen Wulfekuhle c/o JOSEPH PEIFFER, Their Attorney, Cedar Rapids, Iowa~~
~~Iowa State Bank c/o Fred Maifeld, Kesley, Iowa~~
Iowa State Bank c/o Anthony Longnecker, Their Attorney

You and each of you are hereby notified: & recorded 12/28/93 in Book 132, Pg 194

(1) The written contract dated December 24, 19 93, and executed by Madonna Wulfekuhle, single,

as Vendors, and

Randy Wulfekuhle & Ellen Wulfekuhle, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common,

as Vendees, for the sale of the following described real estate:

See attached sheet

has not been complied with in the following particulars:

(a) Real estate taxes for 1999-2000 + penalty & interest to 1/1/01	$4,319.00
(b) Additional abstracting	250.00
(c) Principal & Interest payments delinquent on contract 9/25/00	397,119.12
(d) (plus 5½% interest from 9/25/00 to 1/1/01	5,804.48
(e) Failure to provide loss payee insurance to Contract Seller	
Total	$407,492.60

(f) Attached is Waiver of Formal Mediation which has been served upon the parties.

(2) The contract shall stand forfeited unless the parties in default, within 90 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.

Madonna Wulfekuhle
Madonna Wulfekuhle — Vendors (or Successors in Interest)

By Tom Jenk
Tom Jenk — Their Attorney -

Address: 225-1st Avenue East, P.O. Box 304
Dyersville, Iowa 52040-0304

Chapter 656, The Code

© The Iowa State Bar Association
CALFS Release 3.0 6/94

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
Attorney for Iowa State Bank	12/19/00	700 Walnut Suite 1600 Des Moines Ia 50309
Roger Wilczkuka	1-3-01	Dyersville
Ellen M Wilczkuka	1-3-01	Dyersville

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of _____ } 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

_____

Subscribed in my presence and sworn to before me by said affiant this _____ day of _____, 19 ___.

_____

_____

Notary Public in and for said County and State

The Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Fifteen (15); and the Northeast Quarter (NE¼) and the North one-half (N½) of the Northwest Quarter (NW¼) and the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty Two (22), all in Township Ninety (90) North, Range Four (4), West of the Fifth P.M., except that part described as commencing at the Northeast corner of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of said Section Twenty Two (22), and running thence South one thousand three hundred ninety one and seven-tenths (1391.7) feet along the East line of said Section Twenty Two (22) to the centerline of the County Road, said point being the point of beginning, thence North four hundred one and seven-tenths (401.7) feet, thence South 89° 08' West one thousand three hundred twenty (1320) feet, thence South nine hundred five (905) feet, thence South 69° 10' West one thousand four hundred seventy (1470) feet to the West line of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty Two (22), thence South two hundred forty six and four-tenths (246.4) feet along the West line of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty Two (22) to the centerline of the County Road, thence Northeasterly along the centerline of the County Road to the point of beginning.

Subject to easements of record.

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
Jerald W Mayfield	12-19-2000	Clarksville Ia 50619

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of Butler } 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

_____

Subscribed in my presence and sworn to before me by said affiant this _____ day of _____, 19 __.

_____

_____

Notary Public in and for said County and State

WAIVER OF FORMAL MEDIATION

The undersigned has received Notice of Forfeiture of Real Estate Contract dated December 5, 2000 along with Waiver of Mediation which provides for 90 days after the completed service of said notice which gives those parties in default unless they perform the terms and conditions of default and in addition pay the reasonable costs of service of this notice as outlined on the Notice of Forfeiture of Real Estate Contract. That ninety days has been given to the parties (Vendees) and titleholders which are outlined on the front page of said notice and that this gives the parties ample time to individually mediate and waive and perform the terms and conditions in default. That the undersigned parties acknowledge the Notice of Forfeiture of Real Estate Contract and waive formal mediation and hereby agree that they have received said Notice of forfeiture of Real Estate Contract and Waiver of Formal Mediation and hereby agree upon the signing of this agreement to waive formal mediation in exchange for the ninety days notice and agreement giving the Vendees and the interested parties named above (on the front page of the Notice of Forfeiture of Real Estate Contract) the right to perform the terms and conditions of default within ninety days.

Dated this 27 day of December, 2000

BY: Randy Wulfekuhle signed 01/03/01
Randy Wulfekuhle

Ellen Wulfekuhle signed 01/03/01
Ellen Wulfekuhle

By: _____
Joseph Peiffer, Their Attorney

~~IOWA STATE BANK~~

~~By~~ _____
~~Fred Maifeld~~

~~By~~ _____
~~Anthony Longnecker, Their Attorney~~

(Individual Waiver of Formal Mediation forms have been sent to Attorney Joe Peiffer for and on behalf of Randy & Ellen Wulfekuhle, to Iowa State Bank c/o Fred Maifeld, and to Anthony Longnecker, the bank's attorney.)

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Dated this 19th day of December, 2000

BY: Randy Wulfekuhle signed 01/03/01
Randy Wulfekuhle

Ellen Wulfekuhle signed 01/03/01
Ellen Wulfekuhle

By: _____
Joseph Peiffer, Their Attorney

IOWA STATE BANK

By: Fred W Malfeld
Fred Malfeld

By: _____
Anthony Longnecker, Its Attorney

(Individual Waiver of Formal Mediation forms have been sent to Attorney Joe Peiffer for and on behalf of Randy & Ellen Wulfekuhle, to Iowa State Bank c/o Fred Malfeld, and to Anthony Longnecker, the bank's attorney.)

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Dated this 19 day of December, 2000

BY: ______________________ (signed 1/03/01)
Randy Wulfekuhle

______________________ (signed 1/03/01)
Ellen Wulfekuhle

~~By:~~ ______________________
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXX

~~By:~~ ______________________
XXXXXXXXXXXXXXXXXX
IOWA STATE BANK

By: ______________________
Anthony Longnecker, Their Attorney

(Individual Waiver of Formal Mediation forms have been sent to Attorney Joe Peiffer for and on behalf of Randy & Ellen Wulfekuhle, to Iowa State Bank c/o Fred Maifeld, and to Anthony Longnecker, the bank's attorney.)