THE IOWA STATE BAR ASSOCIATION
Official Form No 176

ISBA #

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

DELAWARE COUNTY IOWA
FILED
2001 JUL 25 AM 10: 01
BOOK 2001 PAGE 2479
DEBORAH L. HYTON
DELAWARE CO. RECORDER

RECORDER FEE $ 16.00
AUDITOR FEE $ 5.00

Entered for taxation 30th
of July A.D. 2001
Sharon McCall, Auditor
By Carol Beck, Deputy
88-92

Preparer Information (ENV) Lawrence A. Stumme, Jr. 000005425 Box 50, Denver, IA 50622 (319) 984-5479
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.

● and all those entitled to service pursuant to Iowa Code Section 656.2(2001).

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.

Milo Grandon Marjorie Grandon
Milo Grandon Marjorie Grandon Affiant
Vendors

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 23 day of July, 2001.

NOTARIAL SEAL IOWA
ELEANORE L. STUMME
COMMISSION # 123083
MY COMMISSION EXPIRES
12-4-2002

Eleanore L. Stumme
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

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 6/6/01 TIME 9:50 am

TO: James P. Dunn, a single person
26294 232nd Ave.
Delhi, IA 52323

You and each of you are hereby notified:

(1) The written contract dated October 15, 19 97, and executed by Milo N. Grandon and Marjorie A. Grandon, husband and wife, as Vendors, and James P. Dunn, as Vendees, for the sale of the following described real estate: Parcel B in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty Nine (29), Township Eighty Eight (88) North, Range Four (4), West of the 5th P.M, Delaware County, Iowa. Per plat recorded in Book 6 Plats, Page 216.
Which contract was filed of record in Book 138, Page 357 on 10-17-97 in the Delaware County Recorder's Office.
has not been complied with in the following particulars:

(a)	Payment due January 15, 2001	$29,094.69
(b)	Unpaid interest from December 23, 2000 to May 23, 2001	1,212.25
(c)		
(d)		
	Total	$30,306.94

(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.

Milo N. Grandon and
Marjorie A. Grandon, husband & wife
Vendors (or Successors in Interest)

By Lawrence A. Stumme, Jr. Their Attorney—

Address: 171 E. Main St.
Denver, IA 50622

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

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
James P. Dunn	19	06	2001	26294 232nd Ave. Delhi	Delaware	Iowa

Casey Snyder, Deputy 28-8

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

Pat Becker

Pat Becker, Notary Public in the above State.

PAT BECKER
Commission Number 115062
My Comm. Exp. 3/7/02

FEES

Service ..... $ 10.00
Copies ..... $
Mileage ..... $ 6.90
Total ..... $ 16.90

PAID Date 6/25/01 Ck. No. 3114

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.