Entered for taxation 23rd day
of May A.D., 2002
Sharon McCubbin, Auditor
By Deb Peyton, Deputy

S-214

DELAWARE COUNTY IOWA
FILED
2002 MY 23 AM 10:17
BOOK 2002
PAGE 1984
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

RECORDER FEE $ 36.00
AUDITOR FEE $ 5.00

(X) ENV.

This instrument prepared by Jeffrey K. Robison, Allen & Vernon, P.L.C.
1175 8th Avenue, P.O. Box 488, Marion, IA 52302-0488, (319) 377-9441

Send Tax Statement to:
Guaranty Bank and Trust Company, Attention Trust Department
P.O. Box 1807, Cedar Rapids, IA 52406-1807

1999-1870

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA, COUNTY OF **Linn**, ss:

The undersigned, being first 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 return, included all parties in possession of said real estate at the time of service of said notice.

That John E. Johnson and Faye P. Johnson could not be served within the State of Iowa. Accordingly notice was published, as shown by the proof of publication hereto attached. Additionally, the notice of forfeiture, as published, was mailed to their last known mailing address, 2475 North Haskell Drive, Apt. No. 565, Tucson Arizona 85716 by ordinary mail, postage prepaid on March 28, 2002. Substituted service was obtained on the Johnsons April 6, 2002, as shown by the return of service hereto attached.

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) have (has) 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') 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 canceled and is of no force and effect whatsoever.

Jeffrey K. Robison
Jeffrey K. Robison, Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 22nd day of May, 2002.

NOTARIAL SEAL IOWA
A.L. NOVAK
My Commission Expires:
July 3, 2004
Commission No. 139920

A L Novak
Notary Public in and for said State

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 23 day of MAY 23, 2002.

Deborah L. Peyton
Recorder
DEBORAH L. PEYTON

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: John E. Johnson and Faye P. Johnson;
Daniel Dale Coghlan and Tricia Lyn Coghlan; and
all parties in possession of the premises legally described below
located at 424 South Bremer, Manchester, Iowa

You and each of you are hereby notified:

1. The terms of the written contract dated June 1, 1997 and executed by Austin E. Armstrong, as vendors, and John E. Johnson and Faye P. Johnson, as vendees, and filed for record in the Office of the Delaware County Recorder on November 7, 1997, in Volume 56, T.L.D., page 181, for the sale of the following described real estate:

The South one-half (S½) of Lot Twenty Eight (28) of A. R. Loomis Addition to Manchester, Iowa, according to plat recorded in Book 15. L.D., Page 410;

as assigned by said Vendor to Austin E. Armstrong Family L.C. by virtue of the Special Warranty Deed recorded in Book 56, T.L.D., Page 182;

has not been complied within the following specific particulars:

a.	Failure to pay monthly installments due for the months of December, 2001 to and including March, 2002, four months at $336.50 per month.	$1,346.00
b.	Failure to pay real estate taxes due September 30, 2001, plus penalty.	$207.00
c.	Estimated costs of service of this notice. Please contact the undersigned for an exact figure.	$100.00
	TOTAL	$1,653.00

2. The contract shall stand forfeited unless the parties in default, within thirty (30) days after completed service of this notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of service of this notice.

3. Pursuant to Iowa Code Section 656.7, Vendors or their successor in interest demand payment of attorney fees in the amount of $50.00. Payment of attorney fees is not necessary to prevent forfeiture.

Austin E. Armstrong Family L.C.
VENDORS OR SUCCESSORS IN INTEREST
by their attorney

Jeffrey K. Robison

Jeffrey K. Robison LI0009004
ALLEN & VERNON, P.L.C.
1175 Eighth Avenue,
P.O. Box 488
Marion, Iowa 52302
319/377-3441

*** RETURN OF SERVICE ***

IN THE IOWA DISTRICT COURT FOR WASHINGTON COUNTY

CASE NAME: Personal

ARMSTRONG,AUSTIN E. FAM
VS
COGHLAN,DANIEL DALE
COGHLAN,TRICIA LYN

CASE NO: 02-3-75

NOTICE RECEIVED: 03/15/02

STATE OF Iowa

WASHINGTON COUNTY

I certify that I served a copy of: NOTICE OF FORFEITURE

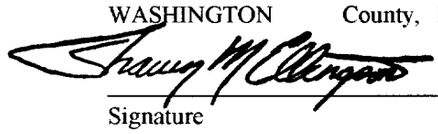
- ☐ Petition and Original Notice
- ☐ Modification/Application and Notice
- ☐ Order to Show Cause
- ☐ Order Filed_____
- ☐ Writ_____
- ☐ Other_____

Served COGHLAN,DANIEL DALE at 1101 N IOWA AVE WASHINGTON, IA 52353 on 03/16/02 17:58

NOTE:(Diligent Search, etc.)

Processing :	15.00
Mileage :	1.00
Trust/Copy :	0.00
MISC. :	0.00
TOTAL :	16.00

YALE H. JARVIS, SHERIFF
WASHINGTON County, Iowa



Signature

SGT., POLICE OFFICER
Title

Fees charged to: ROBISON,JEFFERY K.

Received payment 3-20-02 from
Allen & Vernon $ 16.00

*** RETURN OF SERVICE ***

IN THE IOWA DISTRICT COURT FOR WASHINGTON COUNTY

CASE NAME: Spouse

ARMSTRONG,AUSTIN E. FAM
VS
COGHLAN,DANIEL DALE
COGHLAN,TRICIA LYN

CASE NO: 02-3-75

NOTICE RECEIVED: 03/15/02

STATE OF: Iowa

WASHINGTON COUNTY

I certify that I served a copy of: NOTICE OF FORFEITURE

- ☐ Petition and Original Notice
- ☐ Modification/Application and Notice
- ☐ Order to Show Cause
- ☐ Order Filed_____
- ☐ Writ_____
- ☐ Other_____

Served COGHLAN,TRICIA LYN by Serving COGHLAN,DANIEL
at 1101 N IOWA AVE
WASHINGTON, IA 52353
on 03/16/02 at 17:58

NOTE:(Diligent Search, etc.)

Processing :	10.00
Mileage :	0.00
Trust/Copy :	0.00
MISC. :	0.00
TOTAL :	10.00

YALE H. JARVIS, SHERIFF
WASHINGTON County, Iowa

Shawn M Ellingson SGT., POLICE OFFICER
Signature Title

Fees charged to/[redacted] ROBISON,JEFFERY K.

Received payment 3-20-02 from
Allen + Vernon $10.00
Yale H. Jarvis, S...
Washington Co...

FIDLAR DOUBLEDAY, INC., ROCK ISLAND, ILLINOIS **FORM 101H-012**

In the Iowa ~~District Court~~, for Delaware County

Case Name Austin Armstrong/vs/John & Faye Johnson
Case No. N/A
Notice recd. this date 3/21/02

STATE OF IOWA
Delaware COUNTY } SS

RETURN OF SERVICE: — **Type of Service Code**

____	Personal	1
____	Dwelling/Substitute	2
____	Hotel, Boarding/Rooming House	3
____	Corporation/Association	4
____	Official (State, County, City)	5
____	Spouse away from residence	6
____	Other ____	7

I certify that I served a copy of:

- ☐ Petition and Original Notice
- ☐ Modification/Application and Notice
- ☐ Order to Show Cause
- ☐ Order Filed ____
- ☐ Writ ____
- ☒ Other Notice of Forfeiture of Real Estate Contract

Served: — Type Code

____ (NAME) at ____ (ADDRESS) on ____ (DATE) [ ]
____ at ____ on ____ [ ]
____ at ____ on ____ [ ]
____ at ____ on ____ [ ]
____ at ____ on ____ [ ]
____ (NAME) by serving ____ (NAME) at ____ (ADDRESS) [ ]

____ on ____, (a person residing therein who was then at least 18 years old) or (spouse away from residence). [Strike non-applicable part.]

____ (COMPANY/GOVERNMENT UNIT NAME) by serving ____ (NAME) [ ]

____ its (TITLE), on ____ (DATE), at ____.

NOTES: (Diligent Search, etc.)

Subjects moved to Arizona back in September 2001.
Current address: 2475 North Haskell Dr. Apt. #565 - Tuscon, Arizona 85716

John LeClere, Sheriff
Delaware, County, Iowa

Fees:
Service None
Mileage ____
Copy ____
Total ____

____ (OFFICIAL TITLE)

Fees charged to/paid by Atty/Party:

____

NOTE: Copy of Original Notice, if served, must be attached to this form.

CERTIFICATE OF SERVICE

Atty File#:

Insert name of court, judicial district or branch court, if any:

DEPOSITION/COURT DATE:

CASE NUMBER:
VOLUME 56, T.L.D. PAGE 181

PLAINTIFF/PETITIONER:
AUSTIN E ARMSTRONG FAMILY L.C

DEFENDANT/RESPONDENT:
JOHN E AND FAYE P JOHNSON

DOCUMENTS SERVED:
NOTICE OF FORFEITURE OF REAL ESTATE

Received on **03/14/2002** to be served on:

JOHN E AND FAYE P JOHNSON

I do hereby affirm that on **04/06/2002** at **12:00PM** I served this process by:

SUBSTITUTION: UPON FAYE JOHNSON A PERSON OF SUITABLE AGE AND DISCRETION AND A RESIDENT THEREIN FOR JOHN E AND FAYE P JOHNSON AT HIS/HER PLACE OF ABODE.

LOCATION OF SERVICE:
3434 E. MOSSMAN #45
TUCSON, AZ

FOR(Client):
PROPER

TUCSON,

DESCRIPTION OF PERSON SERVED:
Sex: FEMALE - Age: 65 - Skin: WHITE - Hair: GREY - Height: 5'0" - Weight: 110

COMMENTS:
REFUSED TO SIGN

AUTHORIZATION:

NOTARY:

STATE OF ARIZONA}
} SS
COUNTY OF PIMA }
THERESA REDDY,
DECLARE UNDER PENALTY OF PERJURY:
I HAVE READ THE FOREGOING DOCUMENT AND KNOW OF MY OWN KNOWLEDGE THAT THE FACTS STATED THEREIN ARE TRUE AND CORRECT.

X Theresa Reddy
ORIGINAL SIGNED BY:
AFFIANT: THERESA REDDY - Lic#:

SUBSCRIBED AND SWORN ON THIS DATE: 4-12-02

Molloy & Company DBA Judicial Courier
34 W. Franklin
Tucson, AZ 85701 OUR FILE#: 3380

CHARGES:

SERVICES	$32.00
DOCUMENT PREP. FEE	$8.00
MILEAGE	$19.20
SKIP TRACE	$50.00
TOTAL:	**$109.20**

STATE OF IOWA, Delaware County-ss.

I, Larry K. Woellert, being duly sworn depose and say that I am publisher of The Manchester Press, a newspaper published weekly in Manchester, in said county, and that the Notice of Forfeiture of Real Estate Contract in case of Johnson vs Armstrong, a copy of which is hereto attached, was published in said newspaper for 3 weeks consecutively; the first publication having been made on the 9 day of April A.D. 2002, and the last on the 23 day of April A.D. 2002 Publication fee, $ Larry K. Woellert

Subscribed by Larry K. Woellert and by him sworn to before me, a notary public in and of Delaware County, Iowa this 23 day of April A.D. 2002

Witness my hand and seal the date last above written

Peggy A McElhaney Notary Public

NOTARIAL SEAL IOWA

PEGGY A. McELHANEY
MY COMMISSION EXPIRES
5-13-03

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: John E. Johnson and Faye P. Johnson; Daniel Dale Coghlan and Tricia Lyn Coghlan; and all parties in possession of the premises legally described below located at 424 South Brewer, Manchester, Iowa.

You and each of you are hereby notified:

1. The terms of the written contract dated June 1, 1997 and executed by Austin E. Armstrong, as vendors, and John E. Johnson and Faye P. Johnson, as vendees, and filed for record in the Office of the Delaware County Recorder on November 7, 1997, in Volume 56, T.L.D., Page 181, for the sale of the following described real estate:

The South one-half (S 1/2) of Lot Twenty Eight (28) of A. R. Loomis Addition to Manchester, Iowa, according to plat recorded in Book 15, L.D., Page 410;

as assigned by said Vendor to Austin E. Armstrong Family L.C. by virtue of the special warranty Deed recorded in Book 56, T.L.D., Page 182; has not been complied within the following specific particulars:

a. Failure to pay monthly installments due for the months of December, 2001 to and including March, 2002, four months at $336.50 per month.	$1,346.00
b. Failure to pay real estate taxes due September 30, 2001, plus penalty.	$207.00
c. Estimated costs of service of this notice. Please contact the undersigned for an exact figure.	$100.00
TOTAL	$1,653.00

2. The contract shall stand forfeited unless the parties in default, by the 9th day of May, 2002, which date is thirty (30) days after completed service of this notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of service of this notice.

3. Pursuant to Iowa Code Section 656.7, Vendors or their successor in interest demand payment of attorney fees in the amount of $50.00. Payment of attorney fees is not necessary to prevent forfeiture.

AUSTIN E. ARMSTRONG FAMILY L.C.
VENDORS OR SUCCESSORS IN INTEREST
By their attorney
/S/ Jeffrey K. Robison LI0009004

ALLEN & VERNON, P.L.C.
1175 Eighth Avenue
P.O. Box 488
Marion, IA 52302
(319) 377-9441

P012w3