THE IOWA STATE BAR ASSOCIATION
Official Form No 176

Tom Jenk ISBA # 02673

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

Entered for taxation 19th day of March A.D. 2004
Sharon McGill Auditor
By Carla Beck Deputy

T-116

RECORDER FEE $ 4.00
CR FEE $ 5.00

BOOK 2004 PAGE 855
DEBORAH J. BRYON
DELAWARE COUNTY, IOWA

2004 MAR 19 AM 9:

DELAWARE COUNTY IOWA
FILED

Preparer Information (X) chg Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, Iowa 52040-0304, (563) 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 notice.

● Jerry L. Katt (by publication in newspaper - address unknown)
Jerry M. Katt (by publication in newspaper - address unknown)
United Building Centers
Allied Business Accounts, Inc.

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. Said contract dated 3/21/96, filed for record on 4/4/96, and recorded in the Delaware County Recorder's Office in Book 55, T.L.D., Page 86.

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.

TRIPLE C, INC.
By: Curtis Earl Bacon V.P.
Curtis Earl Bacon Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 2nd day of March, 2004.

TOM JENK
Commission Number 203901
My Comm. Exp. SEP 15, 2006

Tom Jenk
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

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THE IOWA STATE BAR ASSOCIATION Official Form No. 175 | Tom Jenk ISBA # 02673 | FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

Preparer Information Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, Iowa 52040-0304, (563) 875-9112
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Jerry L. Katt and Jerry M. Katt, husband and wife, 620 N Bine, Windsor, IL 61957
United Building Centers, 1001 E Main, Manchester, IA 52057
Allied Business Accounts, Inc., 300½ South 2nd St, Clinton, IA 52732

You and each of you are hereby notified:

(1) The written contract dated March 21, 1996, and executed by Triple C, Inc., an Iowa Corporation, as Vendors, and Jerry L. Katt and Jerry M. Katt, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common,

(insert recording data) recorded the 4th day of April 1996, in the office of the Delaware County Recorder in Book 55, T.L.D., Page 86

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

Lots Five (5) and Six (6), Block Eleven (11), in H.A. Carter's Second Addition to Hopkinton, Iowa, according to plat recorded in Book 2 L.D., Pages 328-329, except that part of Lot Six (6) described as commencing at the Northwest corner of said Lot Six (6), thence Southerly on the West line of said Lot Six (6) to the Southwest corner of said Lot Six (6), thence Easterly on the South line of said Lot Six (6) sixty (60) feet to a point six (6) feet from the Southeast corner of said Lot Six (6), thence Northwesterly to the point of beginning

has not been complied with in the following particulars:

(a)	Principal & interest payments due under above Real Estate Contract as of 11/1/03	$9,857.85
(b)	Judgment SCSC6817 entered on 2/24/99, United Building Centers v. Jerry Katt, principal amount $747.61 + interest & costs	822.00
(c)	Judgment SCSC6855 entered on 4/29/99, Allied Business Accounts, Inc. v. Jerry Katt & Jerry Katt, $382.78 principal + interest & costs	475.00
(d)	Abstracting	300.00
(e)	2nd half 2002-2003 real estate taxes	191.00
	TOTAL	$11,645.85

(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.

TRIPLE C, INC.

By: Curtis Earl Bacon
Curtis Earl Bacon
Vendors (or Successors in Interest)

By Tom Jenk
Their Attorney -

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

Chapter 656, The Code

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

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11028

Legal Notice

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

To: Jerry L. Katt
Jerry M. Katt
Hopkinton, Iowa 52237

You and each of you are hereby notified:

(1) The written contract dated March 21, 1996 and executed by Triple C, Inc., an Iowa Corporation, as Vendors, and Jerry L. Katt and Jerry M. Katt, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, recorded the 4th day of April, 1996, in the office of the Delaware County Recorder in Book 55, T.L.D., Page 86, as Vendees, for the sale of the following described real estate:

Lots Five (5) and Six (6), Block Eleven (11), in H.A. Carter's Second Addition to Hopkinton, Iowa, according to the plat recorded in Book 2 L.D., Pages 328-329, except that part of Lot Six (6) described as commencing at the Northwest corner of said Lot Six (6), thence Southerly on the West line of said Lot Six (6) to the Southwest corner of said Lot Six (6), thence Easterly on the South line of said Lot Six (6) sixty (60) feet to a point six (6) feet from the Southeast corner of said Lot Six (6), thence Northwesterly to the point of beginning

has not been complied with the following particulars:

(a) Principal & interest payments due under above Real Estate Contract as of 11/1/03	$9,857.85
(b) Judgment SCSC6817 entered on 2/24/99, United Building Centers vs. Jerry Katt, principal amount $747.61 + interest & costs	822.00
(c)Judgment SCSC6855 entered on 4/29/99, Allied Business Accounts, Inc. vs. Jerry Katt & Jerry Katt, #382.78 principal + interest & costs	475.00
(d) Abstracting	300.00
(e) 2nd half 2002-2003 real estate taxes	191.00
TOTAL	$11,645.85

(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.

TRIPLE C, INC.,
By: Curtis Earl Bacon, Vendor
By: Tom Jenk, Their Attorney
225 1st Avenue East, P.O. Box 304
Dyersville, Iowa 52040-0304

Date of Third Publication 2nd day of March, 2004.

State of Iowa, Delaware County, ss

I, Mary Keele being duly sworn, state that I am the publisher of the Delaware County Leader, a newspaper published at Hopkinton, Delaware County, Iowa, and the attached notice was published in said newspaper for three consecutive weeks beginning February 17 2004, and ending March 2 2004.

PRINTERS FEES: $ 71.14

Mary Keele

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME BY Mary Keele ON THIS 4th DAY OF March, 2004

Marie Hunt
Notary Public

NOTARIAL SEAL IOWA
MARIE HUNT
Commission Number 720784
My Commission Expires
12-07-06

Legal Notice

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

To: Jerry L. Katt
Jerry M. Katt
Hopkinton, Iowa 52237

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TRIPLE C, INC.,
By: Curtis Earl Bacon, Vendor
By: Tom Jenk, Their Attorney
225 1st Avenue East, P.O. Box 304
Dyersville, Iowa 52040-0304

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PRINTERS FEES: $ 71.14

Mary Keele

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Marie Hunt
Notary Public

MARIE HUNT
Commission Number 720784
My Commission Expires
03-07-06

Legal Notice

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

To: Jerry L. Katt
Jerry M. Katt
Hopkinton, Iowa 52237

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By: Curtis Earl Bacon, Vendor
By: Tom Jenk, Their Attorney
225 1st Avenue East, P.O. Box 304
Dyersville, Iowa 52040-0304

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Mary Keele

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME BY Mary Keele ON THIS 4th DAY OF March, 2004

Marie Kent
Notary Public

MARIE NUM[illegible]
Commission Number [illegible]
My Commission Expires
02-07-06

Preparer Information Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dversville, Iowa 52040-0304, (563) 875-9112
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Jerry L. Katt and Jerry M. Katt, husband and wife, 620 N Bine, Windsor, IL 61957
United Building Centers, 1001 E Main, Manchester, IA 52057
Allied Business Accounts, Inc., 300½ South 2nd St, Clinton, IA 52732

You and each of you are hereby notified:

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(d)	Abstracting	300.00
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	TOTAL	$11,645.85

(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.

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TRIPLE C, INC.

By: Curtis Earl Bacon
Curtis Earl Bacon
Vendors (or Successors in Interest)

By Tom Jenk
Their Attorney -

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

Chapter 656, The Code

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

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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

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA
County of _____ } SS.

The undersigned, first being duly sworn, upon oath deposes and states that (he)(she) 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

Pamela K Lenhart Pres
Allied Business Accounts Inc

Subscribed in my presence and sworn to before me by said affiant this 4th day of December, 2003.

Judith F. Fullerton
Clinton County
Notary Public in and for said County and State

JUDITH F. FULLERTON
NOTARIAL SEAL
IOWA
My Comm. Exp. 6/30/05

Preparer Information Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, Iowa 52040-0304, (563) 875-9112
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Jerry L. Katt and Jerry M. Katt, husband and wife, 620 N Bine, Windsor, IL 61957
United Building Centers, 1001 E Main, Manchester, IA 52057
Allied Business Accounts, Inc., 300½ South 2nd St, Clinton, IA 52732

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TRIPLE C, INC.

By: Curtis Earl Bacon
Curtis Earl Bacon
Vendors (or Successors in Interest)

By Tom Jenk
Their Attorney -

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

Chapter 656, The Code

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

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IOWADOCS®

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
United Building Centers	12/16/03	125 West 5th Street
Dale Kukowski, President		Winona, MN 55987-0550

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA }
County of _____ } SS:

The undersigned, first being duly sworn, upon oath deposes and states that (he)(she) 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 _____, _____.

_____

_____

Notary Public in and for said County and State