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|---|-------------------|--|---------|------------------------------------|
| THE IOWA STATE BAR ASSOCIATION Official Form No 176 | 04160 | FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER | | |
| <div style="float: right; text-align: right;"> <p style="font-size: 24pt; margin: 0;">4019^c</p> <p>FILED NO. _____</p> <p>BOOK <u>141</u> PAGE <u>286</u></p> <p>99 APR -2 AM 11:20</p> <p style="font-size: 10pt;">MICHELLE UTSELL RECORDER MADISON COUNTY IOWA (515) 782-7051</p> </div> <div style="clear: both;"></div> <p style="margin-left: 100px;">REC \$ <u>45⁰⁰</u></p> <p style="margin-left: 100px;">AUD \$ _____</p> <p style="margin-left: 100px;">R.M.F. \$ <u>1⁰⁰</u></p> <p style="margin-left: 150px;">COMPUTER <input checked="" type="checkbox"/></p> <p style="margin-left: 150px;">RECORDED <input checked="" type="checkbox"/></p> <p style="margin-left: 150px;">COMPARED <input checked="" type="checkbox"/></p> | | | | |
| Preparer Information | Individual's Name | Street Address | City | Phone |
| | Stuart D. Nielsen | 109 West Montgomery | Creston | MADISON COUNTY IOWA (515) 782-7051 |
| <h3 style="margin: 0;">AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT</h3> <p style="text-align: right; font-size: 8pt;">SPACE ABOVE THIS LINE FOR RECORDER</p> | | | | |
| TO WHOM IT MAY CONCERN: STATE OF IOWA, COUNTY OF _____ UNION | | | | |
| <p>The undersigned, first being duly sworn upon oath (or upon affirmation) deposes and states:</p> <p>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.</p> <p>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.</p> <ul style="list-style-type: none"> ● Deed record 132, Page 205 <p>That, as shown by such returns, more than 30 days have passed since the service of such Notice.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> | | | | |
| <p></p> <p>Stuart D. Nielsen Affiant</p> | | | | |
| Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this <u>1st</u> day of <u>April</u> , 19 <u>99</u> . | | | | |
| | | <p></p> <p>Notary Public in and for the State of Iowa.</p> | | |
| <p>● 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 _____, 19 _____, a copy of said Notice was sent by ordinary mail addressed to said (party) (parties) at their last known mailing address. to-wit: _____</p> | | | | |
| Iowa Code Chapter 656 | | | | |
| © The Iowa State Bar Association IOWADOCS™ 9/97 | | 176 AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT Revised November, 1995 | | |

Return

IOWA STATE BAR ASSOCIATION
Form No. 175

Stuart D. Nielsen ISBA # 04160

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

Preparer Information: Stuart D. Nielsen, 109 West Montgomery, Creston, (515) 782-7051
Individual's Name Street Address City Phone



NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT

SPACE ABOVE THIS LINE
FOR RECORDER

RECEIVED
MADISON CO. SHERIFF
WINTERSSET, IOWA

FEB 18 1999

TO: CHUCK NORRIS
SANDY NORRIS

BY: *[Signature]* 9:00 AM PM

You and each of you are hereby notified:
(1) The written contract dated September 10, 1993, and executed by
THOMAS LEE MARQUART
as Vendors, and
CHUCK NORRIS and SANDY NORRIS

as Vendees, for the sale of the following described real estate:
A parcel of land in the Southwest Quarter of Section 35, Township 76 North, Range 28 West of the 5th P.M., Madison
County, Iowa. See Attachment.

has not been complied with in the following particulars:

| | |
|-------------------------------|-----------------|
| (a) October 10, 1998 payment | 396.50 |
| (b) November 10, 1998 payment | 396.50 |
| (c) January 10, 1999 payment | 396.50 |
| (d) See Attachment 1 | |
| Total | 2,112.00 |

(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.

Thomas Lee Marquart
Vendors
(or Successors in Interest)
By *[Signature]*
Stuart D. Nielsen
Address: 109 West Montgomery, Creston, Iowa 50801
Their Attorney

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.

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 MADISON

} 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 |
|--------------|----------|-----|------|--------------------------|---------|-------|
| Chuck Norris | February | 18 | 1999 | 2007 St Hwy 92 Winterset | Madison | IA |
| | | | | | | |
| | | | | | | |

Craig Busch Chief Deputy
CRAIG BUSCH, CHIEF DEPUTY

Subscribed in my presence and sworn to before me by said affiant this 19th day of February 1999

SHERIFF FEES
 SERVICE \$10.00
 MILEAGE \$ 3.15
 TOTAL \$13.15

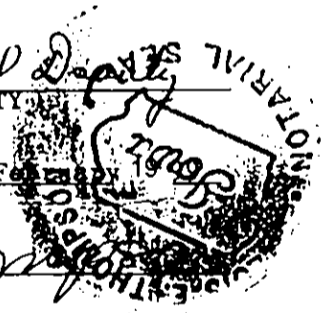
RECEIVED
FEB 25 1999

Lois E. Thompson

Lois E. Thompson

Notary Public in and for said County and State

My Commission Expires October 15, 1999



Addendum

1. a. February 10, 1999 payment
- b. 396.50

- a. 1998 Insurance -
- b. 363.00

- a. 1999 Insurance
- b. 163.00

A parcel of land in the Southwest Quarter of Section 35, Township 76 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as:

Commencing at the South Quarter corner of Section 35, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the South line of the Southwest Quarter of said section on an assumed bearing of North $90^{\circ}00'00''$ West a distance of 1388.04 feet; thence North $00^{\circ}15'29''$ West 63.09 feet to the Southeast corner of Parcel "A" of plat filed in Plat Book 1, Page 92, Madison County Recorder's Office, and also being on the north Right of Way line of Iowa Highway 92 and the Point of Beginning; thence continuing North $00^{\circ}15'29''$ West 125.82 feet; thence South $88^{\circ}49'26''$ West 109.14 feet; thence South $00^{\circ}15'14''$ East 123.75 feet to the aforesaid Right of Way line; thence North $89^{\circ}54'35''$ East 109.14 feet to the Point of Beginning, containing 0.313 acres, more or less, together with a 35 foot wide easement for ingress and egress abutting the west side of herein described parcel and together with an easement for a water line described as:

Commencing at the South Quarter corner of Section 35, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the South line of the Southwest Quarter of said section on an assumed bearing of North $90^{\circ}00'00''$ West a distance of 1388.04 feet; thence North $00^{\circ}15'29''$ West 63.09 feet to the Southeast corner of Parcel "A" of plat filed in Plat Book 1, Page 92, Madison County Recorder's Office, and also being on the North Right of Way line of Iowa Highway 92; thence South $89^{\circ}54'35''$ West 109.14 feet; thence North $00^{\circ}15'14''$ West 93.13 feet to the Point of Beginning; thence continuing North $00^{\circ}15'14''$ East 30.62 feet; thence North $00^{\circ}41'48''$ West 32.07 feet; thence North $88^{\circ}51'07''$ East 15.00 feet; thence North $00^{\circ}41'48''$ West 126.84 feet; thence North $89^{\circ}43'32''$ West 35.00 feet; thence South $00^{\circ}41'48''$ East 190.00 feet; thence North $90^{\circ}00'00''$ East 19.76 feet to the Point of Beginning,

with any easements and appurtenant servient estates but subject to the following:

Return

Preparer Information Stuart D. Nielsen, 109 West Montgomery, Creston , (515) 782-7051
Individual's Name Street Address City Phone



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

SPACE ABOVE THIS LINE
FOR RECORDER

TO:
CHUCK NORRIS
SANDY NORRIS

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THOMAS LEE MARQUART
as Vendors, and
CHUCK NORRIS and SANDY NORRIS

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

A parcel of land in the Southwest Quarter of Section 35, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, See Attachment.

has not been complied with in the following particulars:

| | |
|-------------------------------|-----------------|
| (a) October 10, 1998 payment | <u>396.50</u> |
| (b) November 10, 1998 payment | <u>396.50</u> |
| (c) January 10, 1999 payment | <u>396.50</u> |
| (d) See Attachment 1 | |
| Total | 2,112.00 |

(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.

Thomas Lee Marquart

Vendors
(or Successors in Interest)
By Stuart D. Nielsen
Stuart D. Nielsen Their Attorney -
Address: 109 West Montgomery, Creston, Iowa 50801

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.

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 MADISON

} 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:

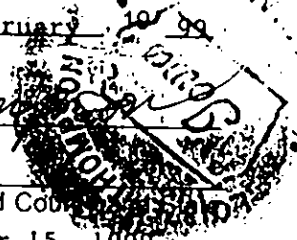
| Name | Month | Day | Year | City Town or Township | County | State |
|--------------|----------|------|------|-------------------------------|---------|-------|
| SANDY NORRIS | FEBRUARY | 18th | 1999 | 816 S 2nd St Winterset, IA | Madison | IA |
| | | | | | | |
| | | | | | | |

Craig Busch Chief Deputy
CRAIG BUSCH, CHIEF DEPUTY

Subscribed in my presence and sworn to before me by said affiant this 19th day of February, 1999.

SHERIFF FEES
SERVICE \$10.00
MILEAGE \$ 3.15
TOTAL \$13.15

PAID
FEB 25 1999
Lois E. Thompson
Lois E. Thompson
Notary Public in and for said County of Madison
My Commission Expires October 15, 1999



Addendum

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b. 396.50
- a. 1998 Insurance -
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