



**AFFIDAVIT IN SUPPORT OF FORFEITURE  
OF REAL ESTATE CONTRACT**

FILED NO. 2870

BOOK 134 PAGE 315

95 MAY -8 AM 11:21

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF MADISON } ss:

REC \$ 30.00

AUD \$ \_\_\_\_\_

R.M.F. \$ 1.00

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

COUNTER ✓

RECORDED ✓

COMPARED ✓

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.

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(e) 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, annulled, and cancelled and is of no force and effect whatsoever.



William DeJong, Jr.  
Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 3rd day of May, 19 95.

Sandra Keller  
Notary Public in and for The State of Iowa.

The space 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 653.3; 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: \_\_\_\_\_

Iowa Code Chapter 656

**RECORDER'S CERTIFICATE**

STATE OF IOWA, COUNTY OF MADISON, 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 8th day of MAY, 19 95.

Michelle Utsler  
Recorder  
Shirley H. Henry  
Deputy

\*The Iowa State Bar Association  
This Printing November, 1990

IOWA STATE BAIL ASSOCIATION  
Form No. 118

### NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:  
Randy D. Shurtleff and David M. Rohach

You and each of you are hereby notified:  
(1) The written contract dated June 8

, 19 94, and executed by

William DeJong, Jr. and Nancy DeJong  
as Vendors, and  
Randy D. Shurtleff and David M. Rohach

as Vendees, for the sale of the following described real estate:  
See Exhibit A attached hereto and incorporated herein.

has not been complied with in the following particulars:

- (a) Failed to pay \$1,243.98 in escrow payments due August 8, 1994, through January 8, 1995, under Par. "E" of the Additional provisions \$1,243.98
- (b) Failed to provide sellers with evidence of insurance under Par. 6 0

Total \$1,243.98

(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.

William DeJong, Jr. and Nancy DeJong

JORDAN, OLIVER & WALTERS

Vendors

(or Successors in Interest)

By

*G. Stephen Walters*

Their Attorney &

Address: Farmers & Merchants State Bank Bldg., P.O. Box 200  
Winterset, Iowa 50273  
Telephone: 515-462-3731

Chapter 666, The Code

#### 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.

*[Signature]*  
DAVID M. ROHACH

Date of Service

March 20, 1995

Place of Service

111 Teske Court  
Northfield, Rice County, Minnesota  
55057

EXHIBIT "A"

DESCRIPTION:

A parcel of land located in the Southeast Quarter of the Northwest Quarter and in the Southwest Quarter of the Northwest Quarter of Section 4, Township 75 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Beginning at the Southwest Corner of the SE. 1/4 of the NW. 1/4 of Section 4, T75N, R28W of the 5th P.M., Madison County, Iowa; thence, along the South Line of the SW. 1/4 of the NW. 1/4 of said Section 4, South 09°35'58" West 113.34 feet; thence North 00°00'00" 510.67 feet; thence South 09°35'58" West 305.00 feet; thence North 00°00'00" 141.33 feet; thence North 09°35'58" East 508.34 feet to the East line of said SW. 1/4 of the NW. 1/4; thence, along said East line, South 00°00'00" 318.00 feet; thence North 09°35'58" East 200.00 feet; thence South 00°00'00" 344.00 feet to the South line of the SE. 1/4 of the NW. 1/4 of said Section 4; thence, along said South line, South 09°35'58" West 200.00 feet to the Point of Beginning. Said parcel of land contains 4.578 acres, including 0.237 acres of county road right of way.

IOWA STATE BAR ASSOCIATION  
Form No. 115

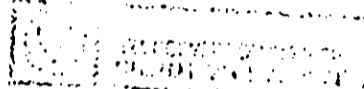
RECEIVED FOR SERVICE  
FRANKLIN COUNTY, IOWA

**NOTICE OF FORFEITURE  
OF REAL ESTATE CONTRACT**  
95 FEB 13 AM 8:36  
DUANE L. PAYNE, SHERIFF

TO:  
Randy D. Shurtleff and David M. Rohach

You and each of you are hereby notified:  
(1) The written contract dated June 8, 19 94, and executed by  
William DeJong, Jr. and Nancy DeJong  
as Vendors, and  
Randy D. Shurtleff and David M. Rohach

as Vendees, for the sale of the following described real estate:  
See Exhibit A attached hereto and incorporated herein.



has not been complied with in the following particulars:

- (a) Failed to pay \$1,243.98 in escrow payments due August 8, 1994, through  
January 8, 1995, under Par. "E" of the Additional provisions \$1,243.98
  - (b) Failed to provide sellers with evidence of insurance under Par. 6 0
- Total \$1,243.98

(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.

William DeJong, Jr. and Nancy DeJong

JORDAN, OLIVER & WALTERS Vendors  
(or Successors in Interest)  
By G. Stephen Walters Their Attorney &  
Address: Farmers & Merchants State Bank Bldg., P.O. Box 230  
Winterset, Iowa 50273  
Telephone: 515-462-3731

Chapter 656, The Code

**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

EXHIBIT "A"

DESCRIPTION:

A parcel of land located in the Southeast Quarter of the Northwest Quarter and in the Southwest Quarter of the Northwest Quarter of Section 4, Township 75 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Beginning at the Southwest Corner of the SE. 1/4 of the NW. 1/4 of Section 4, T75N, R28W of the 5th P.M., Madison County, Iowa; thence, along the South Line of the SW. 1/4 of the NW. 1/4 of said Section 4, South 09°35'58" West 113.34 feet; thence North 00°00'00" 510.67 feet; thence South 09°35'58" West 305.00 feet; thence North 00°00'00" 141.33 feet; thence North 09°35'58" East 508.34 feet to the East line of said SW. 1/4 of the NW. 1/4; thence, along said East line, South 00°00'00" 310.00 feet; thence North 09°35'58" East 200.00 feet; thence South 00°00'00" 344.00 feet to the South line of the SE. 1/4 of the NW. 1/4 of said Section 4; thence, along said South line, South 09°35'58" West 200.00 feet to the Point of Beginning. Said parcel of land contains 4.570 acres, including 0.237 acres of county road right of way.

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of Franklin

} 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 of Township	County	State
Randy D. Shurtleff	2	16	95	Hampton	Franklin	IA

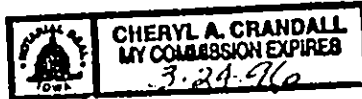
*Alan Root*

Subscribed in my presence and sworn to before me by said affiant this 16th day of February, 19 95.

*Cheryl A. Crandall*

Notary Public in and for said County and State

Service: \$10.00  
Mileage: 12.00  
TOTAL: \$22.00



Fees Paid By: G. Stephen Walters  
Date Paid: 2.22.95