IOWA STATE BAR ASSOCIATION Official Form No. 116			1		FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYE		
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TO WHOM IT MA	Y CONCERN:		REC 320.00	7	95 OCT 27	PM 3	
STATE OF IOWA		1	RIMF. 8/.00	,	MICHELLE		
COUNTY OF	MADISON		Pairit. \$2.00		RECO MADISON CO	NOER IUNTY.IC	
The undersigned.	first being duly sworn a	rpon oath (or upon affirma	tion) denotes and states.				
more my reaso	in or such relationship ti	ne racis nerein stated are	s) are by this reference mad within the personal knowled possession of said real esta	ige of such affia	ant.		
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That, as shown by	such returns, more than	n 30 days have passed si	nce the service of such Not	ice.	CCITATION	J	
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Elowa State Bar Association This Printing April, 1990

116 AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT Revised March. 1990



## **NOTICE OF FORFEITURE** OF REAL ESTATE CONTRACT

		•
TO:		•
Gene Gardner and Fran Gard	ner	
R. R. 1, Box 121		
Winterset, IA 50273		
You and each of you are hereb		
(1) The written contract dated		90 , and executed by
	. Johnson, husband and wife,	- <del></del>
as Vendors, and		<del></del>
Gene Garner and Fran Gardner,	husband and wife, as joint tenants v	vith full rights
of survivorship, and not as to	enants in common,	·
as Vendees, for the sale of the following	ng described real estate:	
See Legal Description attached	d hereto and by this reference incorp	oorated herein,
has not been complied with in the follo	owing particulars:	
(a) Payment due April 1,	1995 is unpaid	279.40
(b) Payment due August 1,	1995 is unpaid	21,421.72
	March 31, 1995 are unpaid	843.00
(d) Failure to insure imp	rovements	219.00
• •	Total	22,763.12
easonable costs of serving this notice.  (3) The amount of attorney fee owa is \$ (not	es claimed by the Vendors pursuant to Section to exceed \$50.00). Payment of the attorney t	656.7 of the Code of
easonable costs of serving this notice.  (3) The amount of attorney fee owa is \$ (not	es claimed by the Vendors pursuant to Section to exceed \$50.00). Payment of the attorney t	656.7 of the Code of
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## MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA		)				
County of Muleon	· .	_ }	SS.			
The undersigned, first be on the obverse side hereof on eadelivering a copy of said notice names, to-wit:	ich of the p	person	s to w	hom said notice is	addressed, and nar	ned below, by
Name	Month	Day	Year	City, Town or Township	County	State
Fran Sardner	8	8	95	Winterset	madison	<i>I9</i>
		<del>-</del>	<del> </del>	<u> </u>		
· · · · · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·		
N APPORT	•			Joseph	Camey	
	uusen ta ha	·foro m		aid affine this /	Shawai Chica	100
Subscribed in his presence and s	worn to be	nore n	ie by.s	aid amaint this ZZ	day of Lugar	<u>W. 1935</u> .
			Sec	140 HD	Ole	
			Du		in and for said Cour	nty and State
STATE OF IOWA :				ı		
: SS MADISON COUNTY :						
The undersigned, bein						
served the notice on the or usual place of abode a	t R. R. ]	L, Win	nterse	et, Madison Co	inty, Iowa, by t	here
delivering a copy thereof at least eighteen years o	to Fran ld. Said	Gardi l serv	ner, a vice w	a person residi vas made on Aug	ust 8, 1995.	was then
			1/10	eph Can	re4	
		Jos	seph (	Carney		<u></u>
Subscribed in my pres	ence and	swori	n to t	pefore me by sa	aid affiant this	<u>aa</u>
7			Su	1411 Clar	6.	
Jowa		Not	tary F	ublic in and	or said County	and State
(A) ARIAN STATE				1		

## LEGAL DESCRIPTION

A parcel of land located in the Northeast Quarter of the Northeast Quarter Section 15, Township 75 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Section 15, T75N, R27W of the 5th P.M., Madison County, Iowa; thence, along the East line of said Section 15, South 00°10'21" West 387.03 feet; thence South 90°00'00" West 562.74 feet; thence North 00°10'21" East 387.03 feet to the North line of said Section 15; thence, along said North line, North 90°00'00" East 562.74 feet to the Point of Beginning. Said parcel of land contains 5.000 acres, including 1.084 acres of County Road Right-of-Way.

DEED RECORD 135

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