

Return to: Wm. J. Trout, Atty.  
111 Third St.  
Des Moines, IA 50309

REC 1504  
ADD 100  
R.M.F.S.

FILED NO. 1615  
BOOK 137 PAGE 83  
96 DEC -9 PM 2:53  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

COMPUTER   
RECORDED   
COMPALED

MICHELLE UTSLER  
MADISON COUNTY RECORDER  
P.O. Box 152  
Winterset, Iowa 50273-0152

Preparer Information: Wm. J. Trout, Atty, 111 Third St., Des Moines, IA 50309 244-3197  
Individual's Name Street Address City Phone



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

SPACE ABOVE THIS LINE  
FOR RECORDER

TO WHOM IT MAY CONCERN: STATE OF IOWA, COUNTY OF Polk

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(s') rights in such contract in accordance with Code Chapter 658.

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.

*William J. Trout*  
William J. Trout Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 3rd day of December, 1996



*Judith K. Semple*  
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 658.3; 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 658

PAGE INVESTIGATIONS  
Affidavit Of Service

PATRICIA GERLICH  
VS  
TONY & KIMBERLY REHAN

Service For: WILLIAM TROUT

Law #:

STATE OF IOWA  
POLK COUNTY :

I, the undersigned, being first duly sworn on oath, depose and state that I am over the age of 18 years, and that I received and served the following documents :

- |                                    |                                     |
|------------------------------------|-------------------------------------|
| ORIGINAL NOTICE                    | APPEARANCE AND ANSWER FORM          |
| ORDER FOR HEARING                  | THIRTY DAY NOTICE TO QUIT           |
| PETITION                           | JURY DEMAND                         |
| NOTICE TO QUIT AND NOTICE TO CURE  | INJUNCTION                          |
| VERIFICATION                       | ORDER TO SHOW CAUSE                 |
| FINANCIAL STATEMENT OF NET WORTH   | XX NOTICE OF REAL ESTATE FORFIETURE |
| FORCIBLE ENTRY DETAINER            | AFFIDAVIT                           |
| NOTICE OF GARNISHMENT              | SUBPOENA                            |
| ORDER FOR APPEARANCE & EXAMINATION | EXHIBITS                            |

I received these documents on the 28 day of October , 1996, and on the 28 day of October , 1996 at 02:20 o'clock Pm. I served the same on the within named TONY REHAN at 2927 2ND AVE. city of DES MOINES in POLK county Iowa by delivering a true and identical copy of such items in this manner:

I served the same by delivering a copy thereof to the above personally.

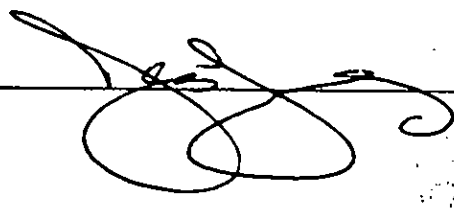
XX I served the same on the above person by sub-serving KIMBERLY REHAN who is over the age of 18 years and is a resident of the above persons usual place of abode. Relationship to the above person is SPOUSE

I served the same on the above person by sub-serving who is over the age of 18 years and isn't a resident of the above persons usual place of abode. Relationship to the above person is

I served the same on the above company, corporation, etc., by delivering a copy to whose position is and who is over the age of 18 years.

I attempted service on and after diligent investigation found that :

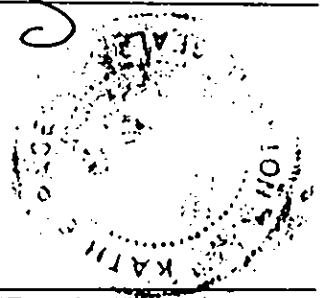
FEE	\$0.00
MILEAGE	0.00
 TOTAL	 \$0.00

By 

Subscribed and sworn to before me by the said JIM YOUNG on this 28 day of October , 1996

Invoice #: 23582

  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA





### NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Tony G. Rehan & Kimberly L. Rehan  
3939 Oakshire Rd.  
Des Moines, IA 50310

You and each of you are hereby notified:

(1) The written contract dated July 14, 19 95, and executed by  
Patricia Ann Gerlich  
as Vendors, and Tony G. Rehan and Kimberly L. Rehan

for the sale of the following described real estate: A tract of land described as follows, to wit: Commencing at the South-west corner of the Southwest Quarter (¼) of Section Twenty-seven (27), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, running thence East 568 feet, thence North 287 feet, thence West 568 feet, thence South 287 feet to point of beginning.

Has not been complied with in the following particulars:

- |     |                                     |                   |
|-----|-------------------------------------|-------------------|
| (a) | Non-payment of payment due 9/15/96  | <u>200.00</u>     |
| (b) | Non-payment of payment due 10/15/96 | <u>200.00</u>     |
| (c) |                                     | <u>          </u> |
| (d) |                                     | <u>          </u> |

Total 400.00

(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.

Patricia Ann Gerlich

[Signature]  
Vendors (or Successors in Interest)

By William J. Trout Their Attorney—  
Address: 111 Third St. PKQD07373  
Des Moines, IA 50309  
515/244-3197

Chapter 656, The Code

#### ACKNOWLEDGEMENT 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
_____	_____	_____
_____	_____	_____
_____	_____	_____