

132-308+406

THE IOWA STATE BAR ASSOCIATION
Official Form No. 176

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

SEARCHED ✓
RECORDED ✓
COMPARED ✓

FILED NO. **112**

BOOK 137 PAGE 679

97 JUL -9 PM 3:56

REC \$ 15.00
AUDS _____
R.M.F. \$ 1.00

SCHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information JOHN E. CASPER 223 EAST COURT AVENUE P.O. BOX 67 WINTERSET IA 50273
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 MADISON

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 656.

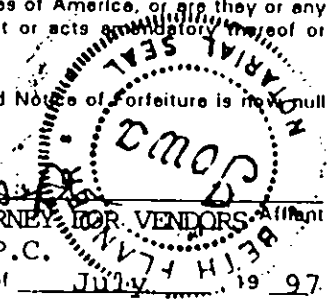
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similar act or acts and no part of the relief 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 null and void, stands forfeited and cancelled and is of no force and effect whatsoever.

John E. Casper
JOHN E. CASPER, ATTORNEY FOR VENDORS
FLANDER AND CASPER, P.C.

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 9th day of JULY, 1997.

Beth Flander
BETH FLANDER
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 _____, 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

The Iowa State Bar Association
CALFS Release 3 0 6/94

176 AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT
Iowa Code Chapter 1895

THE IOWA STATE BAR ASSOCIATION
Official Form No. 175

ISBA# 01812

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

Preparer
John E. Casper, 223 East Court, Winterset, IA 50273-0067 (515) 462-4912
Individual's Name Street Address City Phone



**NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT**

SPACE ABOVE THIS LINE
FOR RECORDER

TO:

**FRANK HARRINGTON
2118 330TH STREET
LORIMOR, IA 50149**

You and each of you are hereby notified: dated December 1993
(1) The written contract dated **DECEMBER 6, 1993** and the Addendum, and executed by
ALEXIS McKEEVER AND JERRY McKEEVER
as Vendors, and
FRANK HARRINGTON

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

A part of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-six (36), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 6th P.M., Madison County, Iowa, described as follows: Beginning at a point that is 292.0 feet West of the Northeast corner of said Northwest Quarter (1/4) of the Northwest Quarter (1/4), thence West along the North line of said Northwest Quarter (1/4) of the Northwest Quarter (1/4) 294.0 feet; thence South 148.0 feet; thence East 294.0 feet; thence North 148.0 feet to the point of beginning, subject to road easement along the North side thereof and containing 1.0 acres, more or less; and, the South Half (1/2) of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) and the Northwest Quarter (1/4) of the Northwest Quarter (1/4) and all that part of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) lying and being North and West of the right-of-way of the Chicago, St. Paul & Kansas City Railway Company, of Section Thirty-six (36) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 6th P.M., Madison County, Iowa, excepting right-of-way of said company across the said South Half (1/2) of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-six (36)

has not been complied with in the following particulars:

(a) failure to pay the November, 1996 installment payment with a balance due in the sum of \$834.68;	634.66
(b) failure to pay the monthly installment payments for December, 1996 through June, 1997 inclusive each in the sum of \$760.00;	5,320.42
(c) failure to pay the property taxes for the fiscal year commencing on July 1, 1996 in the sum of \$805.00 including penalty through June, 1997; and,	805.00
(d) failure to maintain casualty insurance upon the improvements on the premises as required by paragraph 6 of the real estate contract between the parties.	
Total	6,760.00

(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.

ALEXIS McKEEVER

JERRY McKEEVER

Vendors
(or Successors in Interest)
By *John E. Casper*
John E. Casper Their Attorney

Address: **FLANDER AND CASPER, P.C.
223 EAST COURT AVE, P O BOX 67
WINTERSSET, IA 50273-0067**
Tele: **(515) 462-4912**

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
<u>Frank Harrington</u>	<u>6-6-97</u>	<u>Horimer, Iowa</u>
_____	_____	_____
_____	_____	_____

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 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
<u>Frank Harrington</u>	<u>6</u>	<u>6</u>	<u>97</u>	<u>Horimer</u>	<u>Madison</u>	<u>IA</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Charles L. Jones

Subscribed in my presence and sworn to before me by said affiant this 7 day of June, 1997.

Charles L. Jones
Marjorie A. Jones
 Notary Public in and for said County and State



1813 1466 fac
 1-11-94 12-6-93
 36-74-28