THE IOWA STATE BAR ASSOCIAT	30P + 406 on	FOR THE LEGAL EFFECT OF THE USE
Official Form No. 176		THIS FORM, CONSULT YOUR LAWY
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	00 (1078	EILED.NO 112
	RECONCED_Y	FILED NO:
	SUMPARED	BOOK 137 PAGE 679
		DOOK   Adv
-	REC \$ \$ 5.00	97 JUL -9 PH 3: 56
	<b>≠UD</b> \$	27 20E 2 111 2. 20
	R.M.F. \$ 2.00	CHOHELLE UTSLER
	· · · · · · · · · · · · · · · · · · ·	RECORDER
eparer _		MADISON COUNTY, IOWA
lormation <u>JOHN _E _ CA</u>	SPER 223 FAST COURT AVENUE P.O. BOX 67	WINTERSET IA 5027
norad:	I's Name Street Address City	462-4912 Phone
	AFFID AVIIT IN CUIDDONE OF TOWN	SPACE ABOVE THIS LINE FOR RECORDER
	AFFIDAVIT IN SUPPORT OF FORFEITURI	
	OF REAL ESTATE CONTRACT	
0612		
TO WHOM IT MAY CON	CEDN: CTATE OF LOWA COUNTY OF	
O WITOWITT WAT CO	ICERN: STATE OF IOWA, COUNTY OF <u>MAD IS</u>	ON
<b>-</b>		
The undersigned, first bein	g duly sworn upon oath (or upon affirmation) deposes and states:	
That the relationship of t	ne undersigned to this transaction appears from the Notice of Forfeitur	e of Real Fetate Contract have
ittached, together with return	Is) of service thereof; which Notice and return(s) are by this reference m	ade a part of this affidenit as full-
is it set forth herein; that by r	eason of such relationship the facts herein stated are within the personal k	nowledge of such affiant.
That the parties served a	shown by said returns, included all parties in possession of said real es	tate at the time of and the time
otice.	55 Part 1968 18 18 18 18 18 18 18 18 18 18 18 18 18	tere at the time of service of serv
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	•	
That as shows he such		
met, as snown by such re	urns, more than 30 days have passed since the service of such Notice.	
That the default(s) mention	ed in said Notice (has) (have) not been removed nor performed nor paid	in any amount by said vandee(s)
nor by anyone; and that there	ore the terms and conditions as to which there is and has been a defaul	It have not been performed within
hat vendor(s) (has) (hava) reta	Notice, nor at any time by anyone; nor has any sum been offered or ten ken possession of said real estate following the expiration of said 30 day	dered by said vendees or anyone;
That the Real Estate Control o accordance with Code Chap	ct mentioned in said Notice specifically provides for the forfeiture of the v	endee's(a') rights in such contract
. See Chap		
That none of the parties up	on whom such Notice of Forfeiture was so served, was at the time of the	service of said Notice upon them
of at the time of making this a	fidevit. In the military service or with the Armed Forces of the United Co-	too of America
r mem in any way entitied t upplementary therato.	any rights under the Soldiers' and Sailors' Civil Relief Act or similar a	or los test supplied the sol of
That this affidavit is made	as supporting proof, record and notice, that the contract referred to in se	nunción el arutiatro lo espon bio
THE VOID, STANDS FOR BILL BIND	ancelled and is of no force and effect whatsoever.	12m 2
	XIN 6 Y/2	~ ** ** *** *** *** *** *** *** *** ***
	Stra Illa	auto:
	JOAN E. CASPER, ATTO	
e	FLANDER AND CASPER,	P.C. 30 138
Subscribed in my presence	and sworn to (or affirmed) before me by the said Affiant this <u>9th</u> day	of <u>July 7 H. is 97.</u>
	* A.	
	Doch lande	·/
	BETH FLANDER	
	Notary F	ublic in and for the State of Iowa.
<ul> <li>The space as indicated above</li> </ul>	s, is reserved to conveniently "tailor" for special situations and to set forth facts	to sustain notice by publication or for
oth of such purposes. See Se	ction 656.3; R.C.P. 60, 60.1 and 62. Suggested: Heat Personal Service co	uld not and cannot be made upon
	and	in the State of lowe; that on the
day of	, 19, a copy of said Notice was sent by ordinary mail addressed to sai	d (party) (parties) at their last known
ailing address, to-wit'		
wa Code Chapter 656		
The Iowa State Bar Association CALFS Release 3 0 6/94	176 AFFIDAVIT IN SIDE OF FOR	THUR OF REAL ESTATE CONTRACT
		1005

HE TOWA STATE BAR ASSOCIATION Official Form No. 175	ISBA# 01812		FOR THE LEGAL EFFECT OF THE THIS FORM, CONSULT YOUR L
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eparer Randilla, Casper, 223	East Court. Winterset	. TA 50273-0067	(515) 462-4912
Individual's	East Court, Winterset	City	Phone  SPACE ABOVE THIS LIN
	NOTICE OF FOI OF REAL ESTATE	· · · · · · · · · · · · · · · · · · ·	FOR RECORDER
TO:	DINCTON		
	TH STREET		<u> </u>
LORIMOR,			
(1) The written co	vou are hereby notified:  ontract dated DECEMBER 6, 1  AND JERRY McKEEVER	993 and the Adde	dated Decembe ndum, and executed t
as Vendors, and	AND JERRI HCKEEVER	· · · · · · · · · · · · · · · · · · ·	
FRANK HARRINGTO	N		
cribed as follows: Beginning at a point that is 2 threest Quarter (V) of the Northwest Quarter (V) in side thereof and containing 1.0 acres, more of and all that part of the Northwest Quarter (V) or and all that part of the Northwest Quarter (V) or	est Quarier (V4) of Section Thirty-stx (36), Township Seventh 1920 feet West of the Northeast corner of said Northwest C 19 294.0 feet; thence South 148.0 feet; thence East 294.0 foot feet; the Northwest Quarter (19) of the Northwest Quarter (19).	rfour (74) North, Range Twenty-eight (28) tuarier (½) of the Northwest Quarter (½), t let; thence North 148.0 feel to the point of 3) of the Northwest Quarter (½) and the Northwest Quarter (½) and the Northwest Quarter (½).	hence West along the North line of sald beginning, subject to road easement alo orthwest Querter (V) of the Northwest Querter lintway of the Chispon St. Paul & Ken-
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art of the Northwest Querter (%) of the Northwest stated as follows: Beginning et a point that is 2 hierest Quarter (%) of the Northwest Querter (%) of side thereof and contenting 1.0 acres, more of and all that part of the Northwest Quarter (%) of vey Company, of Section Thitty-als (36) in Toward South Hell (%) of the Northeast Quarter (%) and South Hell (%) of the Northeast Quarter (%) has not been complied with tailure to pay the Hovernber, 1996 installment patient to pay the monthly installment payments pach in the aum of \$760.08; failure to pay the property taxes for the fiscally (805.00 including penalty through June, 1997; failure to meintain ossually hautenoe upon the paragraph 6 of the real estate contract between (2). The contract completed service of this reasonable costs of serving (3). The amount of flowa is \$ 50.00 comply with this notice in	est Quarier (V2) of Section Thirty-six (36), Township Seventives (36), 294.0 feet West of the Northeast corner of seld Northwest (3), 294.0 feet; thence South 148.0 feet; thence East 294.0 for less; and, the South Half (W) of the Northwest Quarter (V) of the Northwest Quarter (V) of the Northwest Quarter (V) makip Seventy-four (74) North, Plange Twenty-eight (28) W(4) of the Northwest Quarter (W) of Section Thirty-six (36) the in the following particulars: payment with a balance due in the sum of \$834.68; a for December, 1996 through June, 1997 inclusive less commencing on July 1, 1996 in the sum of and, improvements on the premises as required by a the parties.  shall stand forfeited unless the notice, shall perform the terms a gethis notice.  fattorney fees claimed by the Ve (not to exceed \$50.00).  Order to prevent forfeiture.  ALE:  JERI	rour (74) North, Range Twenty-eight (28) huarier (43) of the Northwest Quarter (43), test; thence North 148.0 feet to the point of (3) of the Northwest Quarter (43) and the Hydrag and being North and West of the right est of the 6th P.M., Medison Counky, lower of the 6th P.M., Medison Counky, lower of the 6th P.M., Medison Counky, lower of the 6th P.M. and conditions in default, and conditions in default, and conditions in default.  **Recommendation of the Attorner of the Atto	hence West along the North Brie of sald beginning, subject to road essement alcordinest Quarter (N) of the Northwest Oxiders (N) of the Chicago, St. Paul & Kans, excepting right-of-way of sald company  634.66  5,320.42  805.00  6,760.00  Ithin 30 days after the and in addition pay the and in addition pay the or 656.7 of the Code of the Code of the Sees is not required to the Code of t
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## **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.

Frank Harrington		Date of Service <i>しー</i> タフ			Place of Service		
	MEMO .	AND AF	FIDA	VIT OF SERVIC	E		
STATE OF IOWA		)					
County of Madison		(	SS.				
The undersigned, first to on the obverse side hereof on edelivering a copy of said notice names, to-wit:	each of the I	persons said pe	to wi	nom said notice at the time an	e is addressed, and nan	ned below, by heir respective	
Frank Harrington	Month G	Day G	97	er Townstip	County	State	
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Subscribed in my presence and	sworn to be	efore me	a by s	aid affiant this	1 day of June	, 19 <i>§7_</i> .	
		0	HAO	les L.	laure		
MARJORIE A. JONES				. 1	$\wedge$		
MAY COMMESSION EXPIRES February 21, 2000			pr	jeue d. Notary P	ublic in and for said Co	unty and State	
<del></del>			•				

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