

134-159

THE IOWA STATE BAR ASSOCIATION  
Official Form No. 176

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

CONVEYED   
RECORDED   
COMPARED

FILED NO. 202

BOOK 137 PAGE 713

REG. \$ 15.00

97 JUL 15 PM 3:51

ADV. \_\_\_\_\_

MARK 4.00

HONORABLE UTSLER  
RECORDER

Preparer  
Information

JOHN E. CASPER 223 EAST COURT AVENUE P.O. BOX 67 WINTERSSET IA 50273  
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE  
FOR RECORDER



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

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 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.



*John E. Casper*

JOHN E. CASPER, ATTY FOR VENDORS Affiant  
FLANDER AND CASPER, P.C.

subscribed (in my presence) and sworn to (or affirmed) before me by the said Affiant this 14TH day of JULY, 19 97.

*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 8/94

176 AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT  
Revised November, 1995

IOWA STATE BAR ASSOCIATION  
Model Form No. 175 ISBA# 01612

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

Preparer Information JOHN E. CASPER 223 EAST COURT AVENUE PO BOX 67 WINTERSET IA 50273  
Individual's Name Street Address City 462-4912 Phone



NOTICE OF FORFEITURE  
OF REAL ESTATE CONTRACT

SPACE ABOVE THIS LINE  
FOR RECORDER

TO:  
JAMIE WILLIAM HOLTRY WUEBKER KIDS PARTNERSHIP  
3122 LIMESTONE AVENUE 1579 WOLF CREEK DRIVE  
LORIMOR, IOWA 50149 AFTON, IOWA 50830

You and each of you are hereby notified:  
(1) The written contract dated MARCH 14, 19 95, and executed by  
PAUL W. BERGGREN AND DOROTHEA F. BERGGREN  
as Vendors, and  
JAMIE WILLIAM HOLTRY

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

The South Half (1/2) of the Northeast Quarter (1/4) and the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-four (24) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except for a parcel described as Commencing at the Northwest Corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-four (24) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence East 340 feet, thence South 270 feet, thence West 340 feet, thence North to the point of beginning, containing two (2) acres, more or less

has not been complied with in the following particulars:

- (a)
- (b) Failure to timely pay the property taxes due on the premises \$1,888.00
- (c) plus penalty and interest due the Madison County Treasurer; 2,886.00
- (c) Failure to pay the January 15, 1997 installment payment in
- (d) the sum of \$2,886.00; and,
- (d) Failure to maintain property insurance upon the premises as provided by paragraph 6 of the contract. \$4,774.00

(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.

PAUL W. BERGGREN

DOROTHEA F. BERGGREN

Vendors  
(for Successors in Interest)  
By *John E. Casper*  
JOHN E. CASPER Their Attorney

Address: FLANDER AND CASPER, P.C.  
223 EAST COURT AVE PO BOX 67  
WINTERSET, IOWA 50273-0067  
(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
JAMIE WILLIAM HOLTRY	05-30, 1997	Peen Iowa
WUEBKER KIDS PARTNERSHIP BY:		
RANDY WUEBKER	JUNE 11, 1997	1579 WOLF CREEK DR, AFTON, IA 50830
<i>Wuebker Kids Partnership by Randy Wuebker</i>	<i>6-11-97</i>	
WAYNE WUEBKER	JUNE 11, 1997	1579 WOLF CREEK DR, AFTON, IA 50830

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
JAMES WILLIAM HOLTRY	05	30	97	Peen	Madison	IA

*[Signature]*

Subscribed in my presence and sworn to before me by said affiant this 30 day of MAY, 1997



CHARLES L. JONES  
*Marjorie A. Jones*  
 Notary Public for and for said County and State

*74C*

*2392  
3-21-95*