FILED NO THE IOWA STATE BAR ASSOCIATION Gordon K Darling Jr Darling & Darling FOR THE LEGAL EFFECT OF THE USE OF ISBA# 01159 BOOK 138 PAGE 345 THIS FORM CONSULT YOUR LAWYER 97 DEC 30 PM 1: 30 MICHELLE UTSLLT MADISON COUNTY, IOWA COMPUTER RECORDED COMPARED 515/462-2442 Information Gordon K. Darling, Jr., 53 Jefferson St. Winterset,
Individual's Name Street Address City IA 50273 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

SEE BELOW

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 Civif Relief Act or similar act or acts amendatory thereof or

That this affidavit is made as supporting proof, record and notice, that th seld Nortice of Forfeiture is now null and void stands forfeited and cancelled and is of no force and effect whatsde

Gördon K. Darling,

Affiant

Attorney for Vendors Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this  $30 \, {
m th}$  day of  $\dot{
m Dec}$ 

MY COMMISSION EXPIRES

Notary Public in and for the State of Iowa

<u>ember</u>

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 Robert E. Keefe, Lynne R. Keefe and First Fed. Savings & Loan of Rapid City in the State of lowa that on the 11th day of November 19 97 a copy of said Notice was sent by ordinary mail addressed to said (party) (parties) at their last known mailing address to wit see attached notice addresses

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

## AFFIDAVIT OF PUBLICATION

WINTERSET MADISONIAN, a once weekly

TED GORMAN BEING DULY SWORN

SAYS HE IS PUBLISHER OF THE

newspaper of general circulation, published in Winterset, Iowa, and that the notice, a copy which is annexed and made part hereof, was correctly published

STATE OF IOWA **Madison County** 

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO Robert E Keefe and Lynne R Keefe 11 1280 S. Powerline, #216 Pompano Beach, Florida 33069 First Federal Savings and Loan of Rapid City Rapid City, South Dakota 57701

Tour and each of you are hereby notified

The written contract dated March 29 1984 and executed by Jain Dhach Ball and Jeane Ball, as Vendors, and Robert E Keefe and Lynne R Keefe as Vendees, for the sale of the following described real estate

A parcel of land in the West Half (1/2) of the Northwest Quarter (1/4) of Section

West of land in the West Half (1/2) of the Northwest Quarter (1/4) of Section Thirty-one (31), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P M, Madison County lowa more particularly described as Commencing at the West Quarter (1/4) conner of said Section Thirty-one (31), thence North 39 27 43" East 1298 12 feet to the Point of Beginning, thence North 00 17' 32" West 843 99 feet, thence North 88 59' 33" East 494 58 feet, thence South 06 59' 40" West 539 38 feet, thence South 56 29' 08" West 64 27 feet, thence North 76 35' 16" West 43 35 feet, thence South 00 10' 37" West 271.10 feet thence South 86 14' 28" West 313 88 feet to the Point of Beginning, containing 7 839 acres, more or less,

has not been complied with in the following particulars

(a) Unpaid principal
(b) Unpaid interest
(c) Real estate taxes

25 1 2

\*plus daily interest of \$10.29 🕸

TOTAL

2,623.95 2.925.00 \$39.690.33\*

\$34,141,38

(2) The contract shall stand forfeited unless the parties in default, within 30 days after the date of third weekly publication 11/26/97, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving this notice

ALAN DIXSON BALL and JEANIE BALL

Vendors

By /s/ Gordon K Darling, Jr PO Box 88 Winterset, Iowa 50273-0088

ATTORNEY FOR VENDORS

in said newspaper for the period of three consecutive weeks, the last publication thereof being

on the 26th day of November, 1997

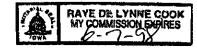
Subscribed and sworn to before me this

26th day of November . 19 97

NOTARY PUBLIC In and for Madison County

Fee \$\_67.92

RECEIVED DEC 0 4 1997



25-27