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IOWA STATE BAR ASSOCIATION
Official Form No. 116

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

FILED NO. BOOK 62 PAGE 180

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MICHELLE LITSELL
RECORDER
MADISON COUNTY, IOWA



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF ILLINOIS

COUNTY OF MACON

} ss:

REC'D 20.00
AUD'S
R.M.F. & J. CL

COMPUTER RECORDED COMPASSED

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.

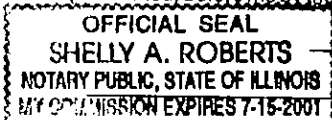
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled 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.

Allen F. Treadway
Allen F. Treadway, Affiant

Carolyn S. Treadway
Carolyn S. Treadway Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 2nd day of November, 1997.



Shelly A. Roberts
Notary Public in and for The State of Illinois.

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

RECORDER'S CERTIFICATE

STATE OF IOWA, COUNTY OF _____, ss:

The undersigned Recorder in and for said County in the State aforesaid, hereby certifies that the foregoing affidavit together with Notice and returns thereto attached was filed in the said Recorder's Office by the party or parties causing said Notice to be served as shown by the Notice, on the _____ day of _____, 19____.

Recorder

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072 (515) 758-2267

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA :
 : SS
MADISON COUNTY :

The undersigned, first being duly sworn, upon oath deposes and states that he served the Notice of Forfeiture of Real Estate Contract attached hereto by delivering a copy of said notice on Pamela S. Parsons on the 1st day of October, 1997.

Dwight Stearns
Dwight Stearns, Earlham Chief of Police

Subscribed and sworn to before me and in my presence by the said Dwight Stearns this 13 day of November, 1997.



Marilyn Sesker
Notary Public in and for the State of Iowa.

(S E A L)

STATE OF IOWA :
 : SS
MADISON COUNTY :

The undersigned, being first duly sworn, upon oath deposes and states that he served the Notice of Forfeiture of Real Estate Contract attached hereto on David A. Parsons at his dwelling house or usual place of abode at 155 N.E. Second Street in Earlham, Madison County, Iowa, by there delivering a copy thereof on October 1, 1997 to Pamela S. Parsons, a person residing therein who was then at least eighteen (18) years old.

Dwight Stearns
Dwight Stearns, Earlham Chief of Police

Subscribed and sworn to before me and in my presence by the said Dwight Stearns this 13 day of November, 1997.



Marilyn Sesker
Notary Public in and for the State of Iowa.

(S E A L)

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: David A. Parsons and Pamela S. Parsons
155 N.E. Second Street 155 N.E. Second Street
Earlham, IA 50072 Earlham, IA 50072

YOU AND EACH OF YOU ARE HEREBY NOTIFIED:

1. The written contract dated June 15, 1992, and executed by Allen F. Treadway and Carolyn S. Treadway, husband and wife, as Vendors, and David A. Parsons and Pamela S. Parsons, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, as Vendees, for the sale of the following described real estate, to-wit:

Lots Five (5) and Six (6) in Block Four (4) of Nicholson's Addition to the Town of Earlham, Madison County, Iowa,

has not been complied with in the following particulars:

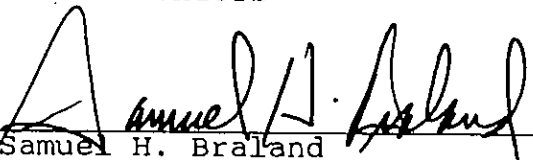
- (a) Failure to pay the monthly installment payments for the months of October, November, and December, 1992. \$ 886.56
(b) Failure to pay the monthly installment payments for the months of February through December, 1993. \$ 3,250.72
(c) Failure to pay the monthly installment payments for the months of July through December, 1994. \$ 1,773.12
(d) Failure to pay the monthly installment payments for the months of October, November, and December, 1995. \$ 886.56
(e) Failure to pay the monthly installment payments for the months of July through December, 1996. \$ 1,773.12
(f) Failure to pay the monthly installment payments for the months of January through August, 1997. \$ 2,364.12
Total \$10,934.20

#2. Notice of Termination Of Real Estate Contract.

(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.

Allen F. Treadway
Carolyn S. Treadway,
Vendors

By


Samuel H. Braland
Their Attorney
115 E. First Street
P.O. Box 370
Earlham, IA 50072
Telephone (515) 758-2267