

58-509

REC \$ 35.00
AUD \$ _____
R.M.F. \$ 1.00

FILED NO. 1891

BOOK 62 PAGE 172

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SEARCHED ✓
RECORDED ✓
COMPARED ✓

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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

AFFIDAVIT IN SUPPORT OF FORFEITURE
OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA :
 : SS
GUTHRIE COUNTY :

The undersigned, first being duly sworn upon oath depose and state:

That the relationship of the undersigned to this transaction appears from the Notice of Forfeiture of Real Estate Contract, hereto attached, together with returns of service thereof; which notice and returns 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 affiants.

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 David Loos was personally served with a copy of said notice on the 26th day of April, 1996.

That Janet Loos was personally served with a copy of said notice on the 26th day of April, 1996.

That pursuant to Sections 613.8 and 613.9, Code of Iowa (1995), said notice was served on the State of Iowa acting through the Iowa Department of Revenue and Finance as holder of certain tax liens by personally serving the County Attorney in and for Madison County on April 1, 1996, and by sending a copy of said notice by certified mail to the Attorney General of Iowa at Des Moines, Iowa, on April 1, 1996.

#2. Affidavit.

That, as shown by such returns, more than thirty (30) days have passed since the service of such notice.

That the defaults mentioned in said notice have not been removed or performed nor paid in any amount by said vendees, nor by anyone; and that therefor the terms and conditions to which there is and has been a default have not been performed within the thirty (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 vendors have retaken possession of said real estate following the expiration of said thirty (30) day period.

That the real estate contract mentioned in said notice specifically provides for the forfeiture of the vendees' rights in such contract in accordance with Chapter 656, Code of Iowa (1995).

That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of 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.

That the names William Sloss, William Joe Sloss, and William J. Sloss refer to one and the same person; that the names Sharon K. Sloss and Sharon Sloss refer to one and the same person; and that the names Ben Sloss, Bennie Ray Sloss, Bennie R. Sloss, Benny R. Sloss, Bennie Sloss, and Benny J. Sloss refer to one and the same person; and the names Patti L. Sloss and Patty L. Sloss refer to one and the same person.

William J. Sloss
William J. Sloss

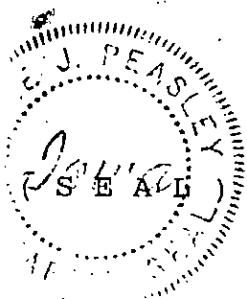
Sharon K. Sloss
Sharon K. Sloss

Bennie R. Sloss
Bennie R. Sloss

Patti L. Sloss
Patti L. Sloss

#3. Affidavit.

Subscribed in my presence and sworn to before me by the said affiants this 10 day of November, 1997.



J. Peasley
Notary Public in and for the
State of Iowa.

RECORDER'S CERTIFICATE

STATE OF IOWA :
 : SS
MADISON COUNTY :

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 said Recorder's Office by the party or parties causing said Notice to be served as shown by the Notice, on the 14TH day of November, 1997.



Michelle Utter
Recorder



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: David Loos and Janet Loos

You and each of you are hereby notified:

(1) The written contract dated June 24, 1993, and executed by William Joe Sloss and Sharon Sloss, husband and wife; and Benny R. Sloss and Patty, as vendors, and L. Sloss, husband and wife, as vendors, and David Loos and Janet Loos, husband and wife, as joint tenants with full rights of survivorship, and, as vendees, for the sale of the following described real estate: not as tenants in common, as Vendees, for the sale and purchase of the following described real estate:

The West 95 feet of Lot Six (6), Block Ten (10), Original Addition to the Town of Earlham, Madison County, Iowa,
has not been complied with in the following particulars:

- | | |
|--|-----------------|
| (a) Monthly installment payments due March through December, | <u>2,992.10</u> |
| (b) 1995 are unpaid. ----- | |
| (c) Monthly installment payment due January through March, | <u>897.63</u> |
| (d) 1996 are unpaid. ----- | |
| Total | 3,889.73 |

(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 \$ -0- (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

William Joe Sloss and Sharon Sloss
Benny R. Sloss and Patty L. Sloss
 Vendors (or Successors in Interest)
 By Samuel H. Braaland Their Attorney—
 Address: 115 E. First Street, P.O. Box 370
Earlham, IA 50072
Telephone (515) 758-2267

Chapter 656, The Code

ACKNOWLEDGEMENT 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.

<u>x</u> <u>(David Loos)</u>	Date of Service <u>April 22, 1996</u>	Place of Service <u>Bedford, IA</u>
<u>t</u> <u>(Janet Loos)</u>	<u>April 22, 1996</u>	<u>Bedford, IA</u>

THE IOWA STATE BAR ASSOCIATION
Official Form No. 115

ISBA# 04289

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



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: State of Iowa as holder of tax liens recorded in Lien Rec. 8, Page 232; Lien Rec. 8, Page 233; Lien Rec. 8, Page 239; and Lien Rec. 8, Page 240, in the Office of the Recorder of Madison County, Iowa, in care of A. Zane Blessum—County Attorney for Madison County, Iowa.

You and each of you are hereby notified:

(1) The written contract dated June 24, 1993, and executed by William Joe Sloss and Sharon Sloss, husband and wife; Benny R. Sloss and Patty L. Sloss, husband and wife, as vendors, and David Loos and Janet Loos, 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:

The West 95 feet of Lot Six (6), Block Ten (10), Original Addition to the Town of Earlham, Madison County, Iowa,

has not been complied with in the following particulars:

(a) Monthly installment payments due March through December, 1995 are unpaid. -----	2,992.10
(b) Monthly installment payments due January through March, 1996 are unpaid. -----	897.63
(c) -----	-----
(d) -----	-----
Total	3,889.73

(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 \$ -0- (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

William Joe Sloss and Sharon Sloss

Benny R. Sloss and Patty L. Sloss

Vendors
(or Successors in Interest)

By

Samuel H. Braland

Their Attorney -

Address: 115 E. First Street, P.O. Box 370

Earlham, IA 50072

Telephone (515) 758-2267

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 <u>April 1, 1996</u>	Place of Service <u>Winterset, IA 50273</u>
<u>A. Zane Blessum</u>	_____	_____
<u>Madison County Attorney</u>	_____	_____



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: State of Iowa acting through the Iowa Department of Revenue and Finance, as holder of tax liens recorded in Lien Rec. 8, Page 232; Lien Rec. 8, Page 233; Lien Rec. 8, Page 239; and Lien Rec. 8, Page 240, in the Office of the Recorder for Madison County, Iowa, in care of Thomas Miller-Attorney General of Iowa.

You and each of you are hereby notified:

(1) The written contract dated June 24, 19 93, and executed by William Joe Sloss and Sharon Sloss, husband and wife; and Benny R. Sloss and Patty L. Sloss, husband and wife, as vendors, and David Loos and Janet Loos, husband and wife, as joint tenants with full rights of survivorship, and ~~as vendors~~, for the sale of the following described real estate: not as tenants in common, as vendees, for the sale and purchase of the following described real estate:

The West 95 feet of Lot Six (6), Block Ten (10), Original Addition to the Town of Earlham, Madison County, Iowa, has not been complied with in the following particulars:

(a) Monthly installment payments due March through December, 1995 are unpaid. -----	2,992.10
(c) Monthly installment payments due January through March, 1996 are unpaid. -----	897.63
Total	3,889.73

(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 \$ -0- (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

William Joe Sloss and Sharon Sloss

Benny R. Sloss and Patty L. Sloss

Vendors (or Successors in Interest)

By Samuel H. Braland Their Attorney—

Address: 115 E. First Street, P.O. Box 370

Earlham, IA 50072

Telephone (515) 758-2267

Chapter 656, The Code

ACKNOWLEDGEMENT 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.

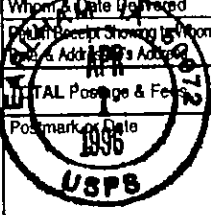
	Date of Service	Place of Service
_____	_____	_____
_____	_____	_____
_____	_____	_____

P 467 937 627

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to	
Honorable Thomas Miller	
Street & Number	
2nd Floor, Hoover St. Of.	
Post Office, State, & ZIP Code Building	
Des Moines, IA 50319	
Postage	\$.32
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Postmark or Date	
TOTAL Postage & Fees	\$ 2.52

PS Form 3800 April 1995



Wright

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Honorable Thomas Miller
Attorney General of Iowa
Second Floor
Hoover State Office Building
Des Moines, IA 50319

4a. Article Number
P 467 937 627

4b. Service Type

Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

5. Signature (Addressee)

6. Signature (Agent) **RON CARTER**
SUPT. OF STATEHOUSE MAIL
DES MOINES, IOWA

7. Date of Delivery
APR 02 1996

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 332-714

DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.