



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA
COUNTY OF POLK } ss:

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.

COMPARED

FILED NO. 2873
BOOK 130 PAGE 41
92 MAY 27 PM 3:40
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

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) have (has) 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)' 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.

A. Richard Johnson
A. Richard Johnson Affiant



Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 26th day of May 1992

William Wheatcraft

William Wheatcraft Notary Public in and for said County.

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: _____

Code Chapter 656

RECORDER'S CERTIFICATE MADISON

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 27 day of May, 1992.

Michelle Utsher
Shirley H. Henry
Recorder
Deputy



STATE OF IOWA
Madison County SS.

**NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT**

TO: Edwin F. Green and Lynn Green, as your interests may appear. You and each of you are hereby notified:
(1) That the written contract dated October 7, 1985, and executed by A. Richard Johnson and Doris D. Johnson as Vendors and Edwin F. Green and Lynn Green as Vendors for the sale of the following described real estate:

The Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-three (23), in Township Twenty-six (26) North, Range Twenty-six (26) West of the 3rd P.M., Madison County, Iowa, except the portion of ground legally described as: Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 - SE 1/4) of Section 28, Township 26 North, Range 26 West of the 3rd P.M.; thence North along the East property line a distance of 75 feet to the point of beginning; thence North along the East property line a distance of 285 feet; thence West at a 90 degree angle a distance of 285 feet; thence South parallel to the East property line a distance of 285 feet; thence East at a 90 degree angle to the point of beginning, all in Madison County, Iowa.

has not been complied with, in respect to the terms and conditions of said contract in the following specific particulars:

- (a) Failure to pay the monthly payments in the amount of \$348.25 for January 1991 through July 1991. 2,444.75
 - (b) Loan credit for \$1000.00 paid July 17, 1991. 1,000.00
 - (c) Balance due August 9, 1991. 1,444.75
 - (d) Failure to pay monthly payments due August 9, 1991 through March of 1992 - 8 months at \$348.25 2,784.00
- Total Due - \$4,258.75

(2) That said contract will stand forfeited and canceled as by its terms and provisions it may be, unless the parties in default shall on or before May 23, 1992 perform the said terms and conditions in default and in addition pay the reasonable costs of serving this notice.

A. Richard Johnson
Doris D. Johnson
Vendors (or Successors in Interest)

By: Wm. Whelan
Address: 7830 Hickman Road
Des Moines, Iowa 50322
45-47

Charger 606
Code of Iowa
8
76-51

AFFIDAVIT OF PUBLICATION

TED GORMAN BEING DULY SWORN
SAYS HE IS PUBLISHER OF THE

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

for the period of Three consecutive weeks,

the last publication thereof being on the 22nd day

of April, 1992.

Ted Gorman

Subscribed and sworn to before me this 22nd day of

April, 1992

Tammara Smith

NOTARY PUBLIC
In and for Madison County



Fee \$ 67.71

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