

54-337

COMPARED



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 72

BOOK 57 PAGE 575

92 JUL -9 AM 10:17

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA
Fee \$15.00

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF MADISON } 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.

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.

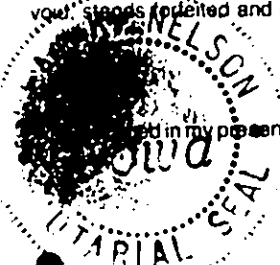
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled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

Augusta Behard
(Augusta Behard) Affiant

Subscribed and sworn to (or affirmed) before me by the said Affiant this 8th day of July, 19 92.

Dean R. Nelson
(Dean R. Nelson) 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

RECORDER'S CERTIFICATE

STATE OF IOWA, COUNTY OF MADISON, 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 9 day of July, 19 92

Michelle Utsler
Shirley H. Henry
Recorder
Deputy

IOWA STATE BAR ASSOCIATION
Official Form No. 115

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



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: James Ivan Hale and Tammy Ailene Hale
425 N.E. Maple Avenue
Earlham, IA 50072

You and each of you are hereby notified:

(1) The written contract dated June 30, 19 88, and executed by Augusta Rehard, a single person,

as Vendors, and James Ivan Hale and Tammy Ailene Hale, 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:

Lots Nine (9) and Ten (10) in Block Two (2) of Johnson's Addition to the Town of Earlham, Madison County, Iowa,

has not been complied with in the following particulars:

- (a) You have failed to make the monthly payment due May 1, 1992, in the sum of 150.00
- (b) You have failed to make the payment due on June 1, 1992, in the sum of \$5,000.00 plus interest from 5-1-92 in the sum of \$113.09, for a total sum due 6-1-92 in the amount 5,113.09
- (c) of -----
- (d) You have failed to pay the real estate taxes due 3-31-92 plus interest and costs in the sum of 275.00

Total 5,538.09

(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.

Augusta Rehard

Vendors (or Successors in Interest)

By Dean R. Nelson Their Attorney -

Address: P.O. Box 370
Earlham, IA 50072

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

RETURN OF SERVICE — Personal

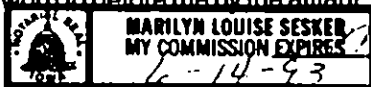
STATE of Iowa
 County of Madison } ss.

The undersigned first being duly sworn, upon oath deposes and states that ___ he served the notice on the reverse side on each of the persons to whom the notice is addressed, and named below, by delivering a copy of the notice to each of the persons at the time and place set opposite their respective names:

Persons Served	Day	Month	Year	City, Town or Township	County	State
Tammy Ailene Hale	04	06	92	Earlham	Madison	Iowa

Dwight Stearns

Subscribed in my presence and sworn to before me by the affiant June 5, 19 92



Marilyn Louise Sesker
 Notary Public in the above State.

FEEES

Service \$ 10.00
 Copies \$ _____
 Mileage \$ _____
 Total \$ 10.00

RETURN OF SERVICE — Leaving Copy

STATE of Iowa
 County of Madison } ss.

The undersigned, being first duly sworn, upon oath deposes and states that on 04 June 19 92, he served the notice on the reverse side on James Ivan Hale at his/her his dwelling house or usual place of abode in the City, Town or Township of Earlham in Madison County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to Tammy Ailene Hale

a person residing there who was then at least eighteen years old.

Dwight Stearns

Subscribed in my presence and sworn to before me by the affiant June 5, 19 92



Marilyn Louise Sesker
 Notary Public in the above State.

Handwritten notes:
 461-461