



# AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 2133  
BOOK 57 PAGE 357  
92 MAR 11 AM 10:56  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

TO WHOM IT MAY CONCERN:

STATE OF IOWA }  
COUNTY OF DALLAS } ss:

COMPARED

The undersigned, first being duly sworn upon oath (or upon affirmation) deposes and states: Fee \$15.00

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 Paul and Mary K. Clutter were served on February 10, 1992, with Notice of Forfeiture on the following described property:

The West 56 feet of Lot Seven (7), in Block Eight (8), of Hartman & Young's Addition to the Town of St. Charles, Madison County, Iowa, and locally known as 209 W. Main Street, St. Charles, Iowa.

That more than thirty (30) days have passed and the terms of curing their default on the real estate contract with Daniel and Jana L. Hodges were not complied with.

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.

Charles H. Fager  
Charles H. Fager, Attorney Affiant

Subscribed and sworn to (or affirmed) before me by the said Affiant this 11th day of March, 1992



Susan J. Beavers  
Susan J. Beavers

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

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 11th day of March, 1992.

Michelle Utsler  
Shirley G. Henry  
Recorder  
Deputy  
SA. AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

*Un-Recorded Contract*



### NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: PAUL CLUTTER

You and each of you are hereby notified:  
(1) The written contract dated April 9, 1991, and executed by  
Daniel Hodges and Jana L. Hodges  
as Vendors, and Paul Clutter and Mary K. Clutter, as Vendees,

for the sale of the following described real estate:  
The West 56 feet of Lot Seven (7), in Block Eight (8), of Hartman  
& Young's Addition to the Town of St. Charles, Madison County, Iowa,  
and locally known as 209 W. Main Street, St. Charles, Iowa,  
has not been complied with in the following particulars:

- (a) Paragraph 1, Delinquent six monthly \$300 payments \$ 1800.00
- (b) Paragraph 3, Real estate taxes not paid 155.00
- (c) Paragraph 6, Failure to maintain insurance 150.00
- (d) Total \$ 2105.00

(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 658.7 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.

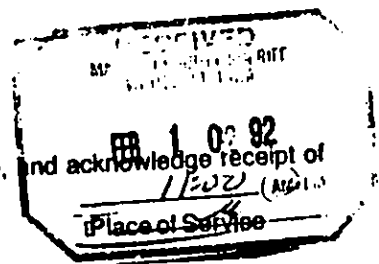
Daniel Hodges  
Jana L. Hodges  
Vendors (or Successors, in Interest)  
By Charles H. Fagan Their Attorney  
Address: Po Box 250  
Dallas Center, IA 50003

Chapter 658, 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



#### MEMO AND AFFIDAVIT OF SERVICE

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 obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names, to-wit:

Name	Month	Day	Year	City, Town or Township	County	State
<u>Paul Clutter</u>	<u>February</u>	<u>10</u>	<u>1991</u>	<u>St. Charles</u>	<u>Madison</u>	<u>Iowa</u>

Paul D. Welch, Sheriff Madison County

Craig Busch  
Craig Busch, Deputy

Subscribed in my presence and sworn to before me by said affiant this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for said County and State

SHERIFF FEES  
SERVICE \$15.00  
MILEAGE 21.60  
TOTAL \$36.60

PAID  
FEB 25 92  
Vendor



## NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: MARY K. CLUTTER

You and each of you are hereby notified:

(1) The written contract dated April 9, 19 91, and executed by Daniel Hodges and Jana L. Hodges as Vendors, and Paul Clutter and Mary K. Clutter, as Vendees,

for the sale of the following described real estate:

The West 56 feet of Lot Seven (7), in Block Eight (8), of Hartman & Young's Addition to the Town of St. Charles, Madison County, Iowa, and locally known as 209 W. Main Street, St. Charles, Iowa,

has not been complied with in the following particulars:

- |  |                   |
|--|-------------------|
| (a) Paragraph 1, Delinquent six monthly \$300 payments | \$ 1800.00        |
| (b) Paragraph 3, Real estate taxes not paid            | 155.00            |
| (c) Paragraph 6, Failure to maintain insurance         | 150.00            |
| (d)  |                   |
| <b>Total</b>   | <b>\$ 2105.00</b> |

(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.

Daniel Hodges  
Jana L. Hodges  
Vendors (or Successors in Interest)

By Charles H. Fagan Their Attorney—

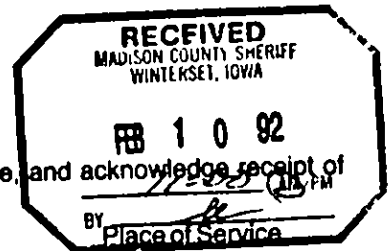
Address: PO Box 250  
Dallas Center IA 50003

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



### MEMO AND AFFIDAVIT OF SERVICE

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 obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names, to-wit:

Name	Month	Day	Year	City, Town or Township	County	State
MARY K CLUTTER	February	10	1992	St Charles	Madison	Iowa

Paul D. Welch, Sheriff Madison County

Craig Busch

Craig Busch, Deputy

Subscribed in my presence and sworn to before me by said affiant this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for said County and State

SEE PAUL CLUTTER SERVICE FOR FEES