

138-157



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 554
BOOK 130 PAGE 335
92 AUG 28 AM 10:49
MICHELLE UYSLER
RECORDER
MADISON COUNTY, IOWA
Fee \$15.00

TO WHOM IT MAY CONCERN:

STATE OF IOWA
COUNTY OF MADISON } ss

COMPEARED

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.

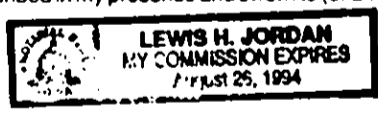
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

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.

Victor L. Edwards
Victor L. Edwards Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 26 day of August, 19 92



Lewis H. Jordan
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 28th day of August, 19 92.

Michelle Uysler
Recorder
Shirley H. Henry
Deputy

*The Iowa State Bar Association
This Printing November, 1990

ENTERED
7-24-92
204

In the Iowa District Court, for Union County

Case Name Elsandy's Allen & Hoyt
Case No. _____
Notice recd. this date 7-10-92

RETURN OF SERVICE:

Type of Service Code

- Personal 1
- Dwelling/Substitute 2
- Hotel/Boarding/Rooming House 3
- Corporation/Association 4
- Official (State, County, City) 5
- Spouse away from residence 6
- Other _____ 7
- Diligent Search (not served) 8

STATE OF IOWA } ss.
UNION COUNTY }

I certify that I (served) (attempted to serve) a copy of:

- Petition and Original Notice
- Modification/Application and Notice
- Order to Show Cause
- Order Filed _____
- Writ _____
- Other _____
- Subpoena _____

<u>Glen Hoyt</u> (NAME)	at <u>118 Manor drive apt #1</u> (ADDRESS)	on <u>7-23-92</u> (DATE)	<input checked="" type="checkbox"/>
<u>Judy Allen</u> (NAME)	at <u>118 Manor drive apt #1</u> (ADDRESS)	on <u>7-23-92</u> (DATE)	<input checked="" type="checkbox"/>
_____	at _____	on _____	<input type="checkbox"/>
_____	at _____	on _____	<input type="checkbox"/>
_____	at _____	on _____	<input type="checkbox"/>
_____	by serving _____	at _____	<input type="checkbox"/>

_____ on _____, (a person residing therein who was then at least 18 years old) or (spouse away from residence). (Strike non-applicable part).

_____ by serving _____

_____ its (TITLE) _____ on _____ (DATE) _____ at _____

NOTES: (Diligent Search, etc.)

John Coulter, Sheriff, Union County, Iowa

BY: Steve M. Mattem
Deputy Sheriff

Fees:

Service 10

Mileage 1

Copy 5

Total 16.00

Fees charged to/paid by Atty/Party:

J. Jordan
7-30-92

NOTE: Copy of Original Notice, if served, must be attached to this form.



ENTERED
7-10-89
Loy

ORIGINAL

92 JUL 10 AM 11:35

RECORDED

15 84

**NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT**

TO: GLEN HOYT and JUDY K. ALLEN
118 Manor Drive
Creston, IA 50801

You and each of you are hereby notified:

(1) The written contract dated April 4, 19 89, and executed by
Victor L. Edwards and Delores J. Edwards, husband and wife.
as Vendors, and Glen Hoyt and Judy K. Allen, as Vendees,

for the sale of the following described real estate:

Commencing at the Southwest corner of the SW $\frac{1}{4}$ of Section 32, Township 75 North,
Range 29 West of the 5th P.M., thence East 260 feet, thence North 281 feet, thence
West 260 feet, thence South 281 feet to the place of beginning.
has not been complied with in the following particulars:

- | | |
|--|-----------------|
| (a) payments due from 11/8/90 thru 7/8/92 are unpaid | 2,625.00 |
| (b) | _____ |
| (c) | _____ |
| (d) | _____ |
| Total | 2,625.00 |

(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 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.

VICTOR L. EDWARDS and DELORES J. EDWARDS

Owners

Vendors (or Successors in Interest)

By Lewis H. Jordan Their Attorney—
JORDAN, OLIVER & WALTERS
Address: Post Office Box 230
Winterset, IA 50273
Telephone: 515/462-3731

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
_____	_____	_____
_____	_____	_____
_____	_____	_____