

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 3295
BOOK 131 PAGE 681

TO WHOM IT MAY CONCERN:

REC \$ 15.00
AUD \$ -

93 JUN 24 AM 11:02

STATE OF IOWA

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COUNTY OF WARREN } 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.

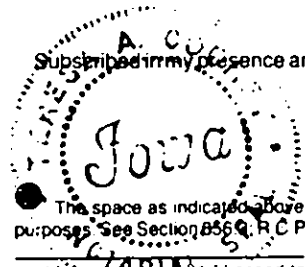
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

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.

Stephen A. Hall Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 24 day of June, 19 93.



Teresa A. Cooney 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 656C, 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 24 day of June, 19 93.

Michelle Utsler Recorder

Shirley L. Henry Deputy

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

To: Orrie J. Koehlmoos Wally Luhrs
 804 Sunset Drive 10700 N. La Reserve Dr., Apt. 11201
 Indianola, Iowa 50125 Oro Valley, Arizona 85737

You and each of you are hereby notified:

(1) The written contract dated the 28th day of December, 1979, executed by George J. Beam and Burl B. Beam, as Vendors, and Orrie J. Koehlmoos and Wally Luhrs, as Vendees, which contract was filed for record on the 5th day of March, 1980, in Book 109 at Page 711 of the records of the Recorder of Madison County, Iowa, for the sale of the following described real estate:

The North Fractional Half (1/2) of the Southeast Fractional Quarter (1/4) and the Northeast Fractional Quarter (1/4) of the Southwest Fractional Quarter (1/4) of Section One (1), in Township Seventy-six (76) North of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa,

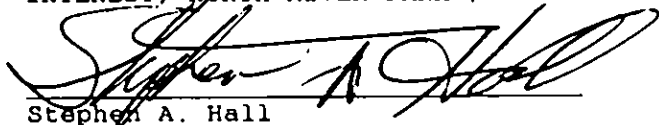
has not been complied with in the following particulars:

(a) March 1, 1986 - March 1, 1992 principal payments	\$30,389.13
(b) March 1, 1986 - March 1, 1992 interest payments	<u>\$67,179.74</u>
Total	\$97,568.87

(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. Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.


VENDORS AND THEIR SUCCESSOR IN INTEREST, NORTH RIVER FARMS, L.P.



Stephen A. Hall
Their Attorney
Hall & Schlenker Law Firm
115 S. Howard, P.O. 357
Indianola, Iowa 50125

ACKNOWLEDGMENT OF SERVICE

The undersigned hereby acknowledges due, timely and legal service of this notice, and acknowledges receipt of a copy at the time and place set opposite his name.


Wally Luhrs

Date of Service
4-15-93

Place of Service
Oro Valley, AZ.

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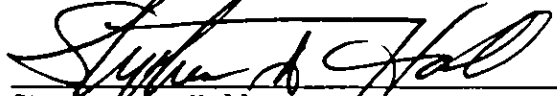
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 _____ Orrie J. Koehlmoos	Date of Service <u>4-14-93</u>	Place of Service Indianola, Iowa
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