

54-534



### AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

COMPUTER

FILED NO. 1974

TO WHOM IT MAY CONCERN:

Fee \$20.00  
COLLECTED

BOOK 58 PAGE 121

STATE OF IOWA

93 FEB -5 PM 3:45

COUNTY OF MADISON } ss:

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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.

Lewis H. Jordan  
Lewis H. Jordan Affiant

Subscribed to my presence and sworn to (or affirmed) before me by the said Affiant this 4th day of February, 19 93



Julia A. Snyder  
Julia A. Snyder 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 5th day of February, 19 93.

Michelle Utsler  
Recorder  
Shirley G. Henry  
Deputy

\*The Iowa State Bar Association  
This Printing November, 1990



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: RICHARD M. MARTIN and KAREN K. MARTIN

RUSTIN W. TUTTLE and THERESA LEE TUTTLE  
DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE  
IOWA DEPARTMENT OF JOB SERVICE

You and each of you are hereby notified:

(1) The terms of the written contract dated October 12, 19 87, and executed by CLELLA I. CADE, Single,

as Vendors, and RICHARD M. MARTIN and KAREN K. MARTIN

\_\_\_\_\_ , as Vendees,

for the sale of the following described real estate:

Lots Three (3) and Four (4) in Block One (1) of Kellison & Keeling's  
Addition to the Town of Winterset, Madison County, Iowa

has not been complied within the following specific particulars:

- (a) Monthly payments due on said Contract which are unpaid for the \$3,375.00 months of October 1988 through August 1989, plus a portion of \_\_\_\_\_
- (b) the payment due in September 1988 in the amount of \$75.00 \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

**Total \$3,375.00**

(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, The Code is \$ NONE (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

CLELLA I. CADE, Vendor  
1122 W. South St., Winterset, IA 50273  
Vendors (or Successors in Interest)

Chapter 656, The Code

*Lewis H. Jordan*  
Lewis H. Jordan Their Attorney—  
Address: Jordan, Oliver & Walters  
P.O. Box 230  
Winterset, Iowa 50273  
Telephone (515)462-3731

### 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
<b>INTERNAL REVENUE SERVICE RECEIVED</b> approx. 9:30 A.M. <b>SEP 01 1989</b> By: <i>R. Clifton</i> Distr. Dir.-Des Moines, IA (Special Procedures)	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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CLELLA I. CADE, Vendor

1122 W. South St., Winterset, IA 50273  
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Chapter 656. The Code

*Lewis H. Jordan*  
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	Date of Service	Place of Service
<u><i>Richard M. Martin</i></u> Richard M. Martin	<u>August 31, 1989</u>	<u>Patterson, Iowa</u>
<u><i>Karen K. Martin</i></u> Karen K. Martin	<u>August 31, 1989</u>	<u>Patterson, Iowa</u>
<u><i>Rustin W. Tuttle</i></u> Rustin W. Tuttle	<u>August 31, 1989</u>	<u>Winterset, Iowa</u>
<u><i>Theresa Lee Tuttle</i></u> Theresa Lee Tuttle	<u>August 31, 1989</u>	<u>Winterset, Iowa</u>



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Lewis H. Jordan Their Attorney—  
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	Date of Service	Place of Service
<u><i>James L. Averaging for Mr. James G. Gora</i></u>	<u>9-5-89</u>	<u>Des Moines, Ia</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____