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FOR THE LEGAL EFFECT OF THE USE  
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### AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 2602

BOOK 131 PAGE 395

TO WHOM IT MAY CONCERN:

93 APR 19 PM 4: 04

STATE OF IOWA

COUNTY OF MADISON } ss:

Fee \$15.00

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 cancelled and cancelled and is of no force and effect whatsoever.

*Jerrald B. Oliver*  
Jerrald B. Oliver Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 19th day of April, 1993.

*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. 60.1 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 19th day of April, 1993.

*Michelle Utsler*  
Recorder  
*Shirley G. Henry*  
Deputy



### NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: JEFFREY W. CALLAHAN

You and each of you are hereby notified:

(1) The written contract dated June 12, 19 90, and executed by  
Michael B. Callahan and Nancy L. Callahan, Husband and Wife,

as Vendors, and Jeffrey W. Callahan, as Vendees,

for the sale of the following described real estate:

See description of real estate attached hereto and marked Exhibit "A"

has not been complied with in the following particulars:

- (a) Failure to pay the payment due on said Contract on January 1, 1993 515.00
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_
  - (d) \_\_\_\_\_
- Total 515.00

(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 \$ \_\_\_\_\_ (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Michael B. Callahan and Nancy L. Callahan  
Vendors (or Successors in Interest)

By Jerrold B. Oliver Their Attorney—  
Jordan, Oliver & Walters

Address: P.O. Box 230, Winterset, IA 50273

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.

<u>Jeffrey Callahan</u>	Date of Service <u>2-22-93</u>	Place of Service <u>Winterset, Ia</u>
_____	_____	_____
_____	_____	_____

EXHIBIT "A"

All that part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-five (25) lying North and East of the public highway as it now exists and a tract of land described as follows: Commencing at a point 24 rods South of the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-five (25) running thence East 9 1/2 rods, thence in a Southwesterly direction following the West side of the Public Highway to a point 48 rods South and 2 rods East of said Northwest corner, thence West 2 rods, thence North 24 rods to the place of beginning, all in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.