

51-583



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 791
BOOK 58 PAGE 629
93 SEP 24 PH 3:45

TO WHOM IT MAY CONCERN:

Fee \$21.00

STATE OF IOWA

COUNTY OF POLK

} ss

COMPUTER
RECORDED
COMPARED

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.

Floy E. Hallway
Floy E. Hallway Affiant

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



Robyn L. Royer
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 24 day of September, 19 93.

Michelle Utsler
Recorder
Betty M. Niblo
Deputy

In the Iowa District Court, Dallas County

Dale & Floy Hallway
VS
Lena Jenkins Morris

Type of
Service
Code

RETURN OF SERVICE

Case Name _____
Case No. _____
Notice recd. this date 082393 at 1022

- 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

STATE OF IOWA }
 } ss.
DALLAS COUNTY }

I certify that I served a copy of:

- Petition and Original Notice
- Modification/Application and Notice
- Order to Show Cause
- Order Filed _____
- Writ _____
- Other Notice/Forfeiture & Cancellation of Contract

Served:

Type
Code

Lena Jenkins Morris at Adel--2121 Greene #21A on 8/24/93
(NAME) (ADDRESS) (DATE)

____ at _____ on _____
____ at _____ on _____
____ at _____ on _____
____ at _____ on _____

Robert Morris by serving Tammy Stevens at 7th and Prairie, Adel
(NAME) (NAME) (ADDRESS)

(roommate) on 8/24/93 BY 25-5 (a person residing therein who was then at least 18 years old) or (spouse away from residence). [Strike non-applicable part.]

____ by serving _____
(COMPANY/GOVERNMENT UNIT NAME) (NAME)

____ on _____
its (TITLE) (DATE)

ARTHUR L JOHNSON
Sheriff

NOTES: (Diligent Search, etc.)

Fees:

Service - \$ 20.00
Mileage - \$ 2.00
Copy - \$ _____
Total - \$ 22.00

PAID
DALLAS COUNTY SHERIFF
DATE 8-27-93
REMITTED BY Dale & Floy Hallway

[Signature]
Deputy

Fees Charged to/paid by Atty/Party:

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

Notice of Declaration of Forfeiture and Cancellation of Contract



To Lena Jenkins Morris Contract purchaser. 2121 Green Apt 21 A Adel, Iowa

To Robert Morris Party in possession.

You and each of you are hereby notified that the written contract dated the 4th day of February 1984, and executed by Dale E. & Floy E. Hallway as seller, and Robert & Lena Morris

as buyer, for the sale of the following described real estate located in County, Iowa, to-wit:

W 75' Lot 1 Block 9 Wilsons Addition 217 Second N.W. St Earlham, Iowa

has not been complied with in the following particulars:

You are delinquent under the terms of said contract in that you have failed to pay or to comply with the terms of the contract as follows:

- A. Sept 1992 through August 1993 3625.00
B. Valid Insurance Policy
C.
D.
Total 3625.00

You and each of you are further notified that said contract will stand forfeited and cancelled unless within thirty (30) days after the completed service of this notice you perform all of the terms and conditions of said contract now in default as herein set forth herein and in addition pay the reasonable costs of serving this notice.

Service of this notice is made pursuant to the provisions of Chapter 656 of the 1971 Code of Iowa. When said contract is forfeited and cancelled, you will be forever stopped and barred from having, asserting or claiming any right, title or interest in or to the said real estate or any part thereof, and the undersigned will demand that you quit and surrender possession of said premises.

You are further notified not to remove, deface or destroy any improvement now on said premises.

Dated at Des Moines, Iowa, August 20, 1993

Dale E. Hallway Dale E. Hallway
Floy E. Hallway Floy E. Hallway
8606 Urbandale Ave.
Des Moines, Iowa 50322

ACKNOWLEDGMENT OF SERVICE

The Undersigned, on the date specified herein hereby acknowledge due, timely and legal service of the foregoing notice, and acknowledge receipt of a copy thereof at the time and place set out herein.

Date Place

Empty lines for signature and date entry.



Notice of Declaration of Forfeiture and Cancellation of Contract

To Robert Morris Contract purchaser.
217 Second N.W. St. Earlham, Iowa

To Robert Morris Party in possession.

You and each of you are hereby notified that the written contract dated the 4th day of February
1984, and executed by Dale E. & Floy E. Hallway as seller, and
Robert & Lena Morris

as buyer, for the sale of the following described real estate located in _____ County, Iowa, to-wit:

W 75' Lot 1 Block 9 Wilson's Addition

217 Second N.W. St. Earlham, Iowa

has not been complied with in the following particulars:

You are delinquent under the terms of said contract in that you have failed to pay or to comply with the terms of the contract as follows:

- A. Sept 1992 Through August 1993 3625.00
 - B. Valid Insurance policy
 - C. _____
 - D. _____
- Total 3625.00

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Dated at Des Moines, Iowa, August 20, 1993

Dale E. Hallway *Dale E. Hallway*
Floy E. Hallway *Floy E. Hallway*
8606 Urbandale Ave.
Des Moines, Iowa 50322

ACKNOWLEDGMENT OF SERVICE

The Undersigned, on the date specified herein hereby acknowledge due, timely and legal service of the foregoing notice, and acknowledge receipt of a copy thereof at the time and place set out herein.

Date	Place
_____	_____
_____	_____
_____	_____

