

107-773

THE IOWA STATE BAR ASSOCIATION
Official Form No. 116

ISBA# 04132 Jordan, Oliver & Walters
Winterset, Iowa

FOR THE LEGAL EFFECT OF THE USE OF
THIS FORM, CONSULT YOUR LAWYER



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 3641

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF MADISON

SS:

REC \$ 30.00

AUD \$ _____

R.M.F. \$ 1.00

BOOK 133 PAGE 135

94 JUN 27 PM 2:40

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

The undersigned, first being duly sworn upon oath ~~XXXXXX~~ 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.

COMPUTER
RECORDED
COMPARED

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 ~~(has)~~ (have) retaken possession of said real estate following the expiration of said 30 day period.

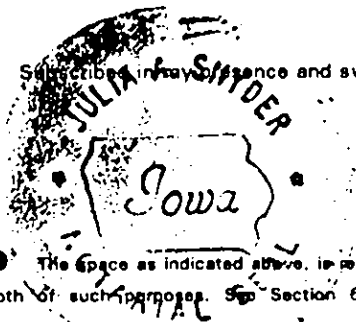
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

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.

Jerold B. Oliver
Jerold B. Oliver Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 27th day of June, 1994.



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 _____, 1994, 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 27th day of June, 1994.

Michelle Utsher
Recorder

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CALFS Release 1.0 11/92

116 AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT
Revised November, 1990

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THE IOWA STATE BAR ASSOCIATION
Official Form No. 115

ISBA# 2 Jordan, Oliver & Walters
Winterset, Iowa

FOR THE LEGAL EFFECT OF THE USE OF
THIS FORM, CONSULT YOUR LAWYER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:	
VERLAN E. ROUW and INA E. ROUW	UNITED STATES OF AMERICA, acting
Route 1, Box 21	through the Administrator, Farmers Home
Macksburg, IA 50155	Administration

You and each of you are hereby notified:

(1) The written contract dated October 28, 19 77, and executed by DONALD C. HANNON and ESTHER E. HANNON, Husband and Wife, as Vendors, and VERLAN E. ROUW and INA E. ROUW

as Vendees, for the sale of the following described real estate:
The West Half (W $\frac{1}{2}$); the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$); and the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-five (35), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

has not been complied with in the following particulars:

(a) Failure to pay amount due 11-30-93	\$ 6,000.00
(b) Failure to pay amount due 3-1-94	17,493.93
(c)	
(d)	
Total	\$ 23,493.93

(2) The contract shall stand forfeited unless the parties in default, within 90 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 (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

FARMERS & MERCHANTS STATE BANK

Vendors (or Successors in Interest)

By Jerrold B. Oliver Their Attorney -
Address: P.O. Box 230

Winterset, Iowa 50273

Telephone: (515) 462-3731

Chapter 656, The Code

ACKNOWLEDGMENT 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.

United States of America, acting through the Administrator, Farmers Home Administration	Date of Service <u>3-14-94</u>	Place of Service <u>Des Moines, IA</u>
By <u>Margaret J. Secor</u> <u>Secy & State Director</u>		
<u>Mark T. Matlage</u> <u>County Supervisor</u>	<u>3/27/94</u>	<u>Winterset, Ia.</u>



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completed service of this notice, shall perform the terms and conditions in default, and in addition pay the
reasonable costs of serving this notice.

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comply with this notice in order to prevent forfeiture.

FARMERS & MERCHANTS STATE BANK

Vendors (or Successors in Interest)

By Jerrold B. Oliver
Jerrold B. Oliver Their Attorney
Address: P.O. Box 230

Winterset, Iowa 50273

Telephone: (515) 462-3731

Chapter 656, The Code

ACKNOWLEDGMENT 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

_____	_____	_____
_____	_____	_____
_____	_____	_____

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of Madison } SS.

The undersigned, first being duly sworn, upon oath deposes and states that he served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names, to-wit:

Name	Month	Day	Year	City, Town Township	County	State
Vet Ian E. Roww	3	17	94	RR Macksburg	Madison	IOW

Joseph Cuney

Subscribed in my presence and sworn to before me by said affiant this 22 day of March, 1994

Shirley Kesting

Notary Public in and for said County and State





NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

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Route 1, Box 21
Macksburg, IA 50155

UNITED STATES OF AMERICA, acting
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FARMERS & MERCHANTS STATE BANK

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By Jerrold B. Oliver Their Attorney
Address: P.O. Box 230

Winterset, Iowa 50273
Telephone: (515) 462-3731

Chapter 656, The Code

ACKNOWLEDGMENT 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
_____	_____
_____	_____
_____	_____

RETURN OF SERVICE

The within notice received this 17 day of March, 1994, and I certify that I served the same on the person(s) named below by delivering a copy thereof to said person(s) personally at the time and place set opposite his or her name:

I certify that I served a copy of Notice of Forfeiture of Real Estate

Contract on

Ime Bower
(Name)

At 1100 63rd PM Iowa on 3-19-94
(Address) (Date)

At _____ on _____

At _____ on _____

At _____ on _____

FEES:

Service \$ 30.00
Copies \$ _____
Mileage \$ 15.00
45.00

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA :

:ss

MADISON COUNTY:

The undersigned, first being duly sworn upon oath, deposes and states that he served the attached notice or document on each of the persons named above by delivering a copy of said notice or document to each of said persons at the time and place set above opposite their respective names.

Joseph Carney
Joseph Carney

Subscribed and sworn to before me by Joseph Carney on this 22 day of _____, 1994.

Shirley Keating
Notary Public in and for the State of Iowa

