



# AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA  
COUNTY OF MADISON } 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.

COMPUTER   
RECORDED   
COMPARED

REC \$ 20.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

FILED NO. 1323  
BOOK 133 PAGE 582  
94 NOV 10 PM 4:03  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

That, as shown by such returns, more than 30 days have passed since the service of such Notice.

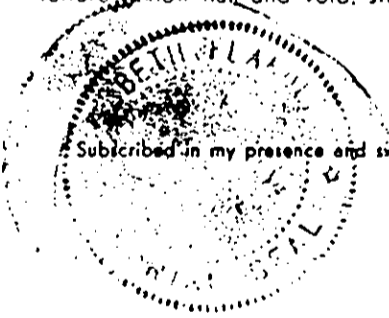
That the default(s) mentioned in said Notice (has) (have) not been removed nor performed nor paid in any amount by said vendee(s), nor by anyone; and that therefore the terms and conditions as to which there is and has been a default have not been performed within the 30 days mentioned in said Notice, nor at any time by anyone; nor has any sum been offered or tendered by said vendees or anyone; that vendor(s) have (has) 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)' 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.

LEONARD M. FLANDER Affiant



Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 10th day of November 19 94

BETH FLANDER

Notary Public In and for The State of Iowa.

The space as indicated above, is reserved to conveniently "taller" 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: \_\_\_\_\_

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 10th day of November, 19 94

Recorder



### NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

**RECEIVED**  
**MADISON COUNTY SHERIFF**  
**WINTERSET, IOWA**

10 10 1994

12:29 AM

BY *[Signature]*

TO: RONALD J. HOUSMAN c/o FLOYD HOUSMAN  
R. R. #1 BOX 75, WINTERSET, IOWA 50273

You and each of you are hereby notified:  
(1) The written contract dated April 16, 19 93, and executed by George C. Berry and Ethel I. Berry, and Alice M. Beardsley and Wilbur J. Beardsley as Vendors, and Ronald J. Housman as Vendees,

for the sale of the following described real estate:

Northeast Quarter (¼) of the Southeast Quarter (¼) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa

has not been complied with in the following particulars:

- (a) You have failed to pay the installment due on 5,709.73
  - (b) August 1, 1994
  - (c) You have failed to pay the costs of service of the 12.70
  - (d) Notice of Forfeiture served on you on May 6, 1994
- Total 5,722.43

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

George C. Berry and Ethel I. Berry  
Alice M. Beardsley and Wilbur J. Beardsley  
Vendors (or Successors in Interest)

By *[Signature]* Their Attorney—  
Leonard M. Flander

Address: Flander and Casper  
223 East Court Avenue  
P. O. Box 67  
Winterset, Iowa 50273-0067

Tele: (515) 462-4912

Chapter 658, 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.

	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 or Township	County	State
RONALD J. HOUSMAN BY SERVING						
ALTHEA HOUSMAN, MOTHER	October	10th	1994	Union	Madison	Iowa

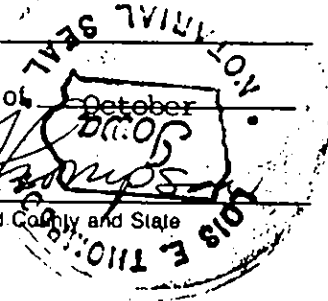
Paul, D. Welch, Sheriff Madison County

*Cray Beach*

Subscribed in my presence and sworn to before me by said affiant this 10th day of October 1994.

*Lois E. Thompson*

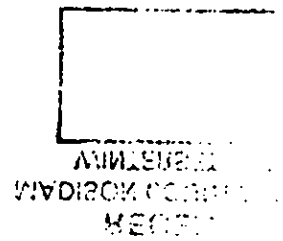
Notary Public in and for said County and State  
Lois E. Thompson



SHERIFF FEES  
SERVICE \$10.00  
MILEAGE \$ 2.70  
TOTAL \$12.70

PAID

OCT 13 94  
BY *Vendor Atty*





**IOWA MEDIATION SERVICE**

*farmer/creditor mediation (Code of Iowa, Section 654A.11)*

Case # 2-092094E

**MANDATORY MEDIATION RELEASE**

This certification constitutes a release for the below-listed requesting party(ies) to initiate a proceeding to enforce a debt against agricultural property, which is real estate under Chapter 654, to forfeit a contract to purchase agricultural property under Chapter 656, to enforce a secured interest in agricultural property under Chapter 554, or to otherwise garnish, levy on, execute on, seize, or attach agricultural property.

This release certifies that:

- (  ) a mediation session was not held because the borrower failed to participate as prescribed by the rules established under Iowa Law (Chapter 654).
- ( ) a mediation session was held and the parties listed below participated as required by Iowa Law (Chapter 654).
- ( ) the borrower waived his/her rights to mediation by executing a signed Waiver of Mediation form.

Christina [Signature]  
IMS Staff Signature

October 6, 1994  
Date

Farm Borrower: Ronald J. Housman

Address: P.O. Box 107  
Winterset, IA 50273

Creditor: George C. Berry and Ethel I. Berry

Address: Alice M. Beardsley and Wilbur Beardsley  
110 East South  
Winterset, IA 50273

Loan Number(s) Real Estate Contract date April 16, 1993

1025 ASHWORTH ROAD, SUITE 202  
WEST DES MOINES, IA 50265  
515-223-2318