

IOWA STATE BAR ASSOCIATION
Official Form No. 116

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



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 1046

BOOK 59 PAGE 660

94 OCT 14 PM 4:01

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

TO WHOM IT MAY CONCERN:

COMPUTER
RECORDED
COMPARED

REC \$ 15.00

AUD \$ _____

R.M.F. \$ 1.00

STATE OF IOWA

COUNTY OF Polk } 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.

● That personal service could not and cannot be made upon Carol Coleman Buchanan in the State of Iowa; that on the 31st day of August, 1994, a copy of said Notice was sent by ordinary mail addressed to said party at her last known mailing address, to-wit: c/o Mason J. Ouderkirk, 110 S. Howard St., Indianola, 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) has (have) retaken possession of said real estate following the expiration of said 30 day period.

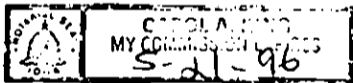
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

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.

Brett I. Anderson
Brett I. Anderson Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 6th day of October, 1994.



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 14th day of October, 1994.

Michelle Utslers
Recorder
Shirley H. Henry
Deputy

STATE OF IOWA
Madison County SS.

AFFIDAVIT OF PUBLICATION

TED GORMAN BEING DULY SWORN
SAYS HE IS PUBLISHER OF THE
WINTERSET MADISONIAN, a once weekly
newspaper of general circulation, published in
Winterset, Iowa, and that the notice, a copy which is
annexed and made part hereof, was correctly
published in said newspaper

for the period of ONE consecutive weeks,
the last publication thereof being on the 7TH day
of SEPTEMBER, 1994

Ted Gorman

Subscribed and sworn to before me this 7TH day of

SEPTEMBER, 1994

Lynn M. Gheer



LYNN M. GHEER
MY COMMISSION EXPIRES
7-8-85

NOTARY PUBLIC
In and for Madison County.

**NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT**

TO: Carol Coleman Buchanan

You and each of you are hereby notified:

(1) The written contract dated July 21, 1970, and executed by W. C. Coleman and
Mary Jane Coleman, husband and wife, as Vendors, and Carol Coleman Buchanan, as
Vendee, for the sale of the following described real estate: Lot 16 in Block 4 of the Original Town Plat of Truro (formerly called Ego), Madison
County, Iowa

has not been complied with in the following particulars:

- (a) Failure to pay installments due August 1, 1970
- (b) through and including July 1, 1973
- (c) Costs of service of this notice
- (d)

\$4,500.00

80.00

Total \$4,580.00

(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 \$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.

PAUL J. FRAAS
Successors in Interest
By Brett I. Anderson
Their Attorney
1150 Polk Blvd.
Des Moines, IA. 50311

14.85

Fee \$ 14.85

44-46

IOWA STATE BAR ASSOCIATION
Form No 115

ISBA # 06436

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



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Carol Coleman Buchanan

You and each of you are hereby notified:

(1) The written contract dated July 21, 19 70, and executed by
W. C. Coleman and Mary Jane Coleman, husband and wife,
as Vendors, and
Carol Coleman Buchanan

as Vendees, for the sale of the following described real estate:

Lot 16 in Block 4 of the Original Town Plat of Truro (formerly called Ego),
Madison County, Iowa

has not been complied with in the following particulars:


(a) Failure to pay installments due August 1, 1970	<u>\$4,500.00</u>
(b) through and including July 1, 1973	<u>50.00</u>
(c) Costs of service of this notice	<u>50.00</u>
(d)	
Total	\$4,550.00

(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 \$ 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.

PAUL J. FRAAS

~~Vendor~~ Successors in Interest

By Brett I. Anderson 
Their Attorney

Address: 1150 Polk Blvd.

Des Moines, IA. 50311

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

_____	_____	_____
_____	_____	_____
_____	_____	_____