

52-268



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: JAMES E. RINKERT & CHERYL KAY RINKERT
711 S. 4th Avenue
Winterset, Iowa 50273

You and each of you are hereby notified:

(1) That the written contract dated January 11, 1985, and executed by Frank J. Davis

as Vendors and James E. Rinkert and Cheryl Kay Rinkert

as Vendees

for the sale of the following described real estate:

The South 55 feet of Lots Four (4) and Five (5) in Block Three (3) of W. A. Jenkins' Addition to the Original Town of Winterset, in Madison County, Iowa,

2495

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

has not been complied with, in respect to the terms and conditions of said contract in the following specific particulars:

- (a) Failure to pay monthly payments due 7/25/85 and 8/25/85 @ \$200.00 each 400.00
- (b) Failure to provide Seller policy of insurance in force on improvements located on real estate described above to extent required by Paragraph 6 of said Contract.
- (d) Attorney fees incurred by Vendor in connection with the forfeiture of said Contract. The payment of said 50.00 attorney fees is not required to comply with this notice and prevent forfeiture.

You are further directed that compliance with this notice shall be made at the office of Seller's attorney shown **Total** below.

(2) That said contract will stand forfeited and cancelled as by its terms and provisions it may be, unless the parties in default within 30 days after the completed service of this notice, shall perform the said terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

FRANK J. DAVIS

Vendors (or Successors in Interest)
DARLING, CHICKERING & DARLING

By Gordon K. Darling, Jr. Their Attorney
Address: 53 Jefferson Street, P.O. Box 88
Winterset, Iowa 50273

CHAPTER 656
CODE OF IOWA

ACKNOWLEDGEMENT OF SERVICE

The undersigned, on the date hereinafter set forth, hereby acknowledge due, timely and legal service of the foregoing notice, and acknowledge receipt of copy thereof at the time and place set opposite our respective names.

	Date of Service	Place of Service
<u>James E. Rinkert</u>	<u>9-11-85</u>	<u>Winterset</u>
<u>Cheryl K. Rinkert</u>	<u>9-11-85</u>	<u>Winterset</u>
_____	_____	_____
_____	_____	_____

Please type or print names under signatures as per Section 335.2 Code of Iowa



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.

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.

Gordon K. Darling, Jr.
Gordon K. Darling, Jr. Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 11th day of November, 1985



Gordon K. Darling
Notary Public in and for said County.

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: _____

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 9 day of JUNE, 1987.

Mary E. Welty
Recorder