



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.

Compared

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BOOK 123 PAGE 357
1987 JUN 29 PM 3:59
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$20.00

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
LEONARD M. FLANDER Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 29th day of June 1987



Beth Flander
Beth Flander

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 29 day of June, 1987

Mary E. Welty
Recorder

1402 26 May 87

THE IOWA STATE BAR ASSOCIATION

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



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: FRANK E. SHUTT AND PEGGY I. SHUTT
R. R. 4
Winterset, Iowa 50273

You and each of you are hereby notified:

(1) The terms of the written contract dated August 3, 1977, and executed by Eva Rogan, individually and as Conservator of Alice Rogan as Vendors, and Frank E. Shutt and Peggy I. Shutt as Vendees.

for the sale of the following described real estate:

The North One-half (1/2) of the Northeast Quarter (1/4) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa

has not been complied within the following specific particulars:

(a) You have failed to pay the principal installment which was due on March 1, 1986	2,000.00
(b) You have failed to pay the principal installment which was due on March 1, 1987	2,000.00
(c) You have failed to pay the interest which has accrued to and due on March 1, 1987	5,550.00
(d) You have failed to pay the real estate taxes payable in the fiscal year commencing July 1, 1986 and the same are now due and delinquent. These taxes including penalties and interest now due is \$1,364.00	1,364.00
Total	10,914.00

(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. The Code 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.

Mediation Release was issued on May 22, 1987.

Eva Rogan, Paul Perkins
Farmers & Merchants State Bank, Trustee,
Janice Flannery as Conservator for Charlotte
Vendors (or Successors in Interest)
Flannery and Kathy Youngblood
By Leonard M. Flander Their Attorney—
Address: 223 East Court Avenue
P.O. Box 67
Winterset, Iowa 50273

Chapter 656, 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
<u>Frank Shutt</u>	<u>28 MAY 87</u>	<u>DOUGLAS 19</u>
<u>Peggy Shutt</u>	<u>28 MAY 87</u>	<u>DOUGLAS 19</u>

RETURN OF SERVICE — Personal

STATE of Iowa .

SS.

County of Madison

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

Persons Served	Day	Month	Year	City, Town or Township	County	State
Frank E. Shutt	28	May	1987	Douglas 19	Madison	Iowa
Peggy I. Shutt	28	May	1987	Douglas 19	Madison	Iowa

Danny L. White
DANNY L. WHITE

Subscribed in my presence and sworn to before me by the affiant 29 May, 1987.

Leonard M. Flanagan

LEONARD M. FLANAGAN Notary Public in the above State.

FEES

Service Iowa \$ 25.00

Copies \$ _____

Mileage \$ _____

Total \$ _____

RETURN OF SERVICE — Leaving Copy

STATE OF _____ .

SS.

County of _____

The undersigned, being first duly sworn, upon oath deposes and states that on _____ 19____, he served the notice on the reverse side on _____ at his _____ dwelling house or usual place of abode in the City, Town or Township of _____ in _____ County, _____, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to _____ a person residing there who was then at least eighteen years old.

Subscribed in my presence and sworn to before me by the affiant _____, 19____.

_____, Notary Public in the above State

MEDIATION AGREEMENT
IN THE MATTER INVOLVING:

FRANK & PEGGY SHUIT

IOWA FARMER/CREDITOR MEDIATION SERVICE
315 E. 5th Street, #4
Des Moines, IA 50309
515/244-8214

and Eric Rogan, J. Auldery, Farmers & Merchants
State Bank, Paul Perkins, Mary Youngblood,

CASE # 1-504E

The parties to this dispute, pursuant to the Code of Iowa, Sections 654A.6-11
do hereby agree to the following:

NO AGREEMENT CAN BE REACHED

All parties attending this mediation session consent to sharing confidential financial information and other data pertinent to this case. This consent is valid for mediation purposes only.

This agreement is final and effective, constituting a Mediation Release as of the date signed below.

This agreement does not constitute a Mediation Release until approval/disapproval is received, which shall be no later than thirty (30) days from the date which this agreement is signed.

This agreement will constitute a Mediation Release effective _____

All parties agree that if there are problems or questions regarding implementation of this agreement, they will contact their regional IFCMS office.

Parties further understand that IFCMS staff and IFCMS mediators will not appear in Court to testify as to anything which occurred during the course of this case, pursuant to the Code of Iowa, Section 679.12.

Mediator	<u>Don McHose</u>	Don McHose	Date	<u>5-22-87</u>
Borrower	<u>Frank Shuit</u>	FRANK SHUIT	Date	<u>5-22-87</u>
Borrower	<u>Peggy Shuit</u>	PEGGY SHUIT	Date	<u>5-22-87</u>
Borrower			Date	
Creditor	<u>Len Handcock</u>	LEN HANDECK	Date	<u>5-22-87</u>
Creditor	<u>James Heese</u>	JAMES HEESE	Date	<u>5-22-87</u>
Creditor	<u>Tom Mize</u>	TOM MIZE	Date	<u>5-22-87</u>