



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF MADISON } ss:

Compared

FILED NO. 139
BOOK 53 PAGE 641

1987 JUL 23 PM 4:11

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

The undersigned, first being duly sworn upon oath (or upon affirmation) deposes and states: Fee \$15.00

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 Terry R. Gamble and Maralyn L. Gamble in the State of Iowa; that on the 4th day of June, 1987, copies of said Notice was sent by ordinary mail to Terry R. Gamble and Maralyn L. Gamble at their last known address, to-wit: 1400 Park Blvd., Apt. 102, Grapevine, Texas 76051. The affiant has determined from the Madison County Sheriff's office that Terry R. Gamble and Maralyn L. Gamble now reside in the state of Texas. The affiant has made diligent investigation to determine the current mailing address of each of the aforesaid parties but has been unable to ascertain any such mailing address. The aforesaid addresses for each of the parties is the last known mailing address. Attached as part of this Affidavit is the Affidavit of Publication.

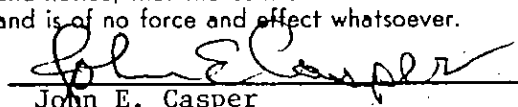
That, as shown by such returns, more than 30 days have passed since the service of such Notice.

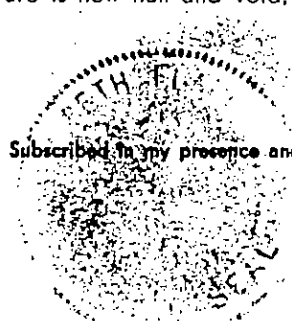
That the default(s) mentioned in said Notice () (have) not been removed nor performed nor paid in any amount by said vendee(s), nor by anyone; and that therefore the terms and conditions as to which there is and has been a default have not been performed within the 30 days mentioned in said Notice, nor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

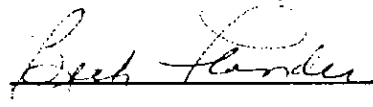
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled 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.


John E. Casper Affiant



Subscribed to my presence and sworn to (or affirmed) before me by the said Affiant this 23rd day of July, 1987


Beth Flander Notary Public in and for said County.

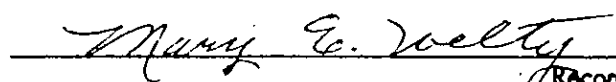
● The space as indicated above, is reserved to conveniently "tailor" for special situations and to set forth facts to sustain notice by publication or for both of such purposes. See Section 656.3; R.C.P. 60, 60.1 and 62. Suggested: That Personal Service could not and cannot be made upon _____ and _____ 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 23 day of JULY, 1987


Mary E. Welty Recorder



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: TERRY R. GAMBLE and MARALYN L. GAMBLE

.1400 Park Blvd.
Apt. 102
Grapevine, Texas 76051

You and each of you are hereby notified:

(1) The terms of the written contract dated August 31, 19 83, and executed by Frank J. Davis

as Vendors, and Terry R. Gamble and Maralyn L. Gamble

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,

has not been complied within the following specific particulars:

- (a) failure to pay \$250.10 monthly installment payments due 7,503.00 between December 1, 1984 and May 1, 1987 inclusive
- (b) _____
- (c) _____
- (d) _____

Total 7,503.00

(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 \$ None (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Frank J. Davis

Chapter 656, The Code

Vendors (or Successors in Interest)

By John E. Casper Their Attorney—

Address Flander and Casper
223 East Court, P. O. Box 67
Winterset, Iowa 50273-0067
Tele: (515) 462-4912

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AFFIDAVIT OF PUBLICATION

STATE OF IOWA }
 ss.
 Madison County }

John 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 of which is annexed and made part hereof, was correctly published in said newspaper

for the period of three consecutive weeks
 the last publication thereof being on the 17th day of
June, 19 87

John Gorman

Subscribed and sworn to before me this 18th day of
June, 19 87

Gail Hartman

NOTARY PUBLIC
 In and for Madison County

Fee \$ 28.26



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT
 TO: TERRY R. GAMBLE and MARALYN L. GAMBLE
 1400 Park Blvd.
 Apt. 102
 Grapevine, Texas 76051

You and each of you are hereby notified:
 (1) The terms of the written contract dated August 31, 1983, and executed by Frank J. Davis, as Vendors, and Terry R. Gamble and Maralyn L. Gamble, 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, has not been complied within the following specific particulars:
 (a) failure to pay \$250.10 monthly installment payments due between December 1, 1984 and May 1, 1987 inclusive 7,503.00
 Total 7,503.00

(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 \$None (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Frank J. Davis
 Vendors (or Successors in Interest)
 by John E. Casper
 Their Attorney
 Flander and Casper
 223 East Court, P.O. Box 67
 Winterset, Iowa 50273-0067
 Tele: (515) 462-4912
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