



# AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF STORY

ss:

The undersigned, first being duly sworn upon oath ~~(as 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.

cc.

FILED NO. 1334  
BOOK 122 PAGE 610

1987 JAN -7 AM 9:30

MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$20.00

INC.   
P&C   
PAGE

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 ~~that~~ (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 venditor ~~there~~ (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.

DALE SHARP Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 6<sup>th</sup> day of January 1987



Lisa E. Sorenson  
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. 40, 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 7th day of January, 1987

Mary E. Welty Recorder  
Shirley G. Henry Deputy Recorder



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Carmen Leora Kelly, Charles R. Strawn, and Patrick F. Corkrean

You and each of you are hereby notified:

(1) That the written contract dated February 26, 1980, and executed by Davenport Bank and Trust Company as Trustee of the Jack Alden Sayre Trust as Vendors and Paul J. Wiedmann and Carmen L. Wiedmann as Vendees

for the sale of the following described real estate:

The SE1/4 Sec. 14 except that part lying S. & W. of the public highway now running through said quarter section, also except 10 acres in the SE. corner of the said quarter section described as follows: (commencing at the SE. corner of Sec. 14, thence running W. 60 rods, thence N. 26-2/3 rods, thence E. 60 rods, thence running S. 26-2/3 rods to the place of beginning) containing 140 acres, more or less; also commencing at the NE. corner of the NE1/4 SW1/4 of Sec. 14, thence running W. 40 rods, thence running to the SE. corner of said NE1/4 SW1/4, thence running N. to the place of beginning, all in Twp. 75, Range 26 (approximately 10 acres); containing in all approximately 150 acres,

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

(a) The principal payment in the amount of \$5,000.00 which 5,000.00 was due on or before 3-1-1986 has not been made.

(b) The interest on the \$85,000.00 balance at 8-1/2% per annum was not paid on 3-1-1986 when it was due and it has not yet been paid. 12,041.60

(d)

Total 17,041.60

(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.

You are also notified that the vendor claims \$50.00 from you as part of the cost of preparing this notice. You are not required to pay the \$50.00 in order to comply with this notice and avoid a forfeiture.

FIRST NATIONAL BANK, AMES, IOWA  
TRUSTEE OF THE JACK ALDEN SAYRE TRUST  
Vendors (or Successors in Interest)

CHAPTER 656  
CODE OF IOWA

By *Dale Sharp*  
DALE SHARP Their Attorney—  
Address: 618 Douglas, Box 270, Ames, Iowa  
ph: 515-232-1471 50010

### 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.

X *Carmen Leora Kelly* Date of Service X *11-18-86* Place of Service *Des Moines, Ia*



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By [Signature]  
DALE SHARP Their Attorney—  
Address: 618 Douglas, Box 270, Ames, Iowa 50010  
ph: 515-232-1471

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	Date of Service	Place of Service
<u>X Charles R. Strawn</u>	<u>17 Nov. 1986</u>	<u>St. Charles, Ia</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



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*Patrick F. Corkrean* Date of Service X 11-14-86 Place of Service Winterset, Ia