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# AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO: **1741**  
BOOK **122** PAGE **759**

TO WHOM IT MAY CONCERN:

1987 MAR -3 PM 4:09

STATE OF IOWA  
COUNTY OF MADISON } ss:

MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$15.00

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.

Personal Service of the Notice of Forfeiture could not and cannot be made upon Jeffrey R. Kersey and Renee J. Kersey in the State of Iowa. The present whereabouts, residence address and mailing address of said Jeffrey R. Kersey and Renee J. Kersey are unknown and this affiant made diligent inquiry to ascertain the whereabouts, residence address and mailing address of said Jeffrey R. Kersey and Renee J. Kersey but was unable to ascertain or establish such information.

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 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 28<sup>th</sup> day of February, 1987

*Beth Flander*

Beth Flander, 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 456.3; R.C.P. 40, 40.1 and 42. 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 3 day of MARCH, 1987

*Mary E. Welty*  
Recorder



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: JEFFREY R. KERSEY  
RENEE J. KERSEY

You and each of you are hereby notified:

(1) The terms of the written contract dated MAY 1, 1981, and executed by MATTCO LAND CORPORATION

as Vendors, and JEFFREY R. KERSEY AND RENEE J. KERSEY as Vendees,

for the sale of the following described real estate:  
Lot 12 in Lake View Rural Estates, an official plat in Madison County, Iowa located in Section Twenty-eight (28), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M.

has not been complied within the following specific particulars:

- (a) YOU HAVE FAILED TO PAY THE INSTALLMENTS DUE ON THE 1st DAY OF THE MONTHS OF AUGUST, SEPTEMBER, OCTOBER
  - (b) AND NOVEMBER OF 1986 at \$150.00 each 600.00
  - (c)
  - (d)
- Total** 600.00

(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.

MATTCO LAND CORPORATION

Vendors (or Successors in Interest)

By *Leonard M. Flander*  
LEONARD M. FLANDER Their Attorney—  
Address: Flander and Casper  
223 E. Court Avenue  
P.O. Box 67  
Winterset, Iowa 50273-0067

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

# AFFIDAVIT OF PUBLICATION

STATE OF IOWA

Madison County

ss.

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 10 day of

December, 1986

John Gorman

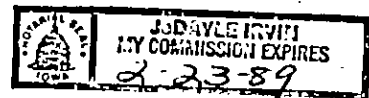
Subscribed and sworn to before me this 11 day of

December, 1986

John Dayle Irwin

NOTARY PUBLIC  
In and for Madison County

Fee \$ 30.32



**NOTICE OF FORFEITURE  
OF REAL ESTATE CONTRACT  
TO: JEFFREY R. KERSEY  
RENEE J. KERSEY**

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(1) The terms of the written contract dated May 1, 1981, and executed by MATTCO LAND CORPORATION, as Vendors, and JEFFREY R. KERSEY AND RENEE J. KERSEY, as Vendees, for the sale of the following described real estate:

Lot 42 in Lake View Rural Estates, an official plat in Madison County, Iowa located in Section Twenty-eight (28), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M.

has not been complied within the following specific particulars:

(a) YOU HAVE FAILED TO PAY THE INSTALLMENTS DUE ON THE 1ST DAY OF THE MONTHS OF AUGUST, SEPTEMBER, OCTOBER

(b) AND NOVEMBER OF 1986 at \$150.00 each  
600.00  
Total 600.00

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MATTCO LAND CORPORATION  
Vendors (or Successors in Interest)  
By LEONARD M. FLANDER

Their Attorney  
Flander and Casper  
223 E. Court Avenue  
P.O. Box 67  
Winterset, Iowa 50273-0067  
25, 26, 27