



# 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.

FILED NO. **1789**  
BOOK 122 PAGE 777  
1987 MAR 10 AM 8:04  
MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$15.00

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.

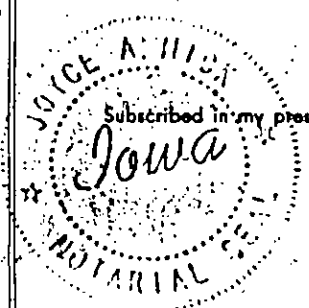
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee(s)' rights in such contract in accordance with Code Chapter 656.

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.

Charles D. Melroy  
Charles D. Melroy, Trustee of Edward Affiant  
L. Melroy Trust, Successor in interest

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 4th day of April, 19 86.



Joyce A. Hick  
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 656.3; R.C.P. 40, 60.1 and 62. Suggested: That Personal Service could not and cannot be made upon \_\_\_\_\_ 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 10th day of March, 19 87.

Mary E. Welty  
Shirley H. Henry  
Recorder  
Deputy



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Bernard L. Ross

You and each of you are hereby notified:

(1) That the written contract dated Sept. 21, 1976, and executed by Edward L. Melroy

as Vendors and Bernard L. Ross as Vendees

for the sale of the following described real estate:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Three (3), Township Seventy-five (75) North of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 40.75 acres, more or less.

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

(a) Principal payment due Dec. 31, 1985, delinquent in the amount of \$3,000.00	<u>\$3,000.00</u>
(b) Interest payment due Dec. 31, 1985, delinquent in the amount of \$2,560.00	<u>2,560.00</u>
(c)	<u>                    </u>
(d)	<u>                    </u>
<b>Total</b>	<b>\$ 5,560.00</b>

(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.

Charles D. Melroy  
Charles D. Melroy, Trustee of Edward L. Melroy Trust, Successor in interest

CHAPTER 656  
CODE OF IOWA

By \_\_\_\_\_ Their Attorney  
Address: \_\_\_\_\_

### 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>Bernard L. Ross</u>	<u>3-3-86</u>	<u>Bassett, NE.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

If service by publication see footnote on first page and determine what constitutes an adequate return.

**RETURN OF SERVICE—Personal**

STATE of Iowa,

County of Rock

} ss.

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

Persons Served	Day	Month	Year	City, Town or Township	County	State
Bernard I. Ross	3	3	1986	Bassett	Rock	Nebraska

Burt Nargason

Subscribed in my presence and sworn to before me by said affiant this 5 day of May, 1986

Rock ~~Notary Public in and for said County and State~~  
County Clerk

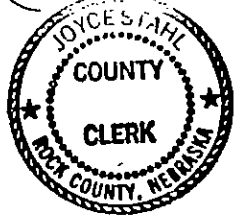
**FEES**

Service - - - - - \$ 1.00

Copies - - - - - \$ .50

Mileage - - - - - \$ 1.00

Total - - - - - \$ 2.50



**RETURN OF SERVICE—Leaving Copy**

STATE OF IOWA,

County of \_\_\_\_\_

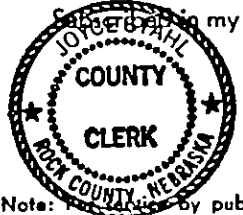
} ss.

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

Burt Nargason

Subscribed in my presence and sworn to before me by said affiant this 5 day of March, 1986

Joyce Stahl  
Notary Public in and for said County and State  
Rock County Clerk



Note: \_\_\_\_\_ by publication, see Code Section 656.3.  
Note: For proof and record of service, see Code Section 656.5.

Dean Moore  
Notary