

108-555

DEED REC. 123

458



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

CONFIDENTIAL

TO WHOM IT MAY CONCERN:

FILED NO. **300**
BOOK 123 PAGE 458

STATE OF IOWA

1987 AUG 21 PM 4:26

COUNTY OF MADISON } ss:

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.

The West Half (1/2) of the Southeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and the East Half (1/2) of the Northwest Quarter (1/4), except a strip of 2 acres described as follows: Commencing at the Northeast corner of said tract, running thence S. 118 rods, West 2.71 rods, North 118 rods, East 2.71 rods to the place of beginning; all in Section Eighteen (18), in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa,

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.

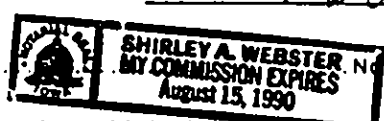
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled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

Jessie E. Young
Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 21st day of August 19 87

Shirley A. Webster



The space as indicated above, is reserved to conveniently "fill-in" 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 21 day of August, 1987.

Mary E. Welty
Recorder



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Dennis B. Hochstetler and Paulette L. Hochstetler and United States of America, acting through the Farmers Home Administration, United States Department of Agriculture

You and each of you are hereby notified:

(1) The terms of the written contract dated January 31, 1979, and executed by Howard A. Young and Jessie E. Young

as Vendors, and Dennis Hochstetler and Paulette Hochstetler, as Vendees,

for the sale of the following described real estate:

The West Half (½) of the Southeast Quarter (¼) and the Northeast Quarter (¼) of the Southeast Quarter (¼) and the East Half (½) of the Northwest Quarter (¼), except a strip of 2 acres described as follows: Commencing at the Northeast corner of said tract, running thence S. 118 rods, West 2.71 rods, North 118 rods, East 2.71 rods to the place of beginning; all in Section Eighteen (18), in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa,

has not been complied within the following specific particulars:

- (a) Buyers failed to make annual payment of \$4,500.00 plus 7½% interest on unpaid balance all due on February 1, 1987. \$10,192.95
 - ~~(c)~~
 - (b) Buyers failed to pay principal of \$4,500.00 due on February 1, 1986, and principal of \$4,500.00 due on February 1, 1985. 9,000.00
- Total \$19,192.95**

(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.

Howard A. Young
Jessie E. Young
Vendors (or Successors in Interest)

Chapter 656, The Code

By *Shirley G. Putz* Their Attorney—
Address: Farmers and Merchants State Bank Building
Winterset, Iowa 50273
Telephone No. 515-462-3731

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.

<u><i>Dennis B. Hochstetler</i></u>	Date of Service <u>7/8/87</u>	Place of Service <u>217 N. 1st Ave. Winterset, IA.</u>
Dennis B. Hochstetler		
<u><i>Paulette L. Hochstetler</i></u>	Date of Service <u>7/8/87</u>	Place of Service <u>217 N. 1st Ave. Winterset, IA.</u>
Paulette L. Hochstetler		

Robert Pim, State Director, Farmers Home Administration, United States Department of Agriculture

STATE OF IOWA }
Polk County } SS

RETURN OF SERVICE

I hereby certify and make return; that I received the within and attached notice on the 13 day of July, 1987, and that on the 14 day of July, 1987, I served the same on the within named defendant Formers Home Administration at 210 Walnut Des Moines, Polk County, Iowa, by delivering a true

copy thereof, with ~~copy of petition attached~~, to Robert Peim District Director of said Formers Home Administration U.S. Dept of Agriculture

Fees:
Mileage \$ 1.00
Processing \$ 10.00
Total \$ 11.00
Paid by Pl'tfs. Attorney.

BOB E. RICE
Sheriff of Polk County, Iowa

By Fanny Jauale Bae Deputy

Form 2

FEES

Service \$ _____
Copies \$ _____
Mileage \$ _____
Total \$ _____

RETURN OF SERVICE -- Leaving Copy

STATE OF _____,
County of _____, SS.

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.

W, B, B, 10