



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA
COUNTY OF UNION } 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.

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BOOK 123 PAGE 579

1987 OCT -5 AM 8:25

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.

Lee Wheeler Jr.
Lee Wheeler Jr. Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 15th day of NOVEMBER 19 85



Arnold O. Kenyon III
Arnold O. Kenyon III
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. 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 5 day of October, 19 87

Mary E. Welty
DEED REC. 123 Recorder

Contract 105-269 & 116-557



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Keith Wheeler and Julie Wheeler
Lorimor, Iowa 50149

You and each of you are hereby notified:

(1) That the written contract dated April 4, 1975, and executed by
Lee Wheeler Jr. and Maxine Wheeler

as Vendors and Keith Wheeler and Julie Wheeler

as Vendees

for the sale of the following described real estate:

See real estate description attached hereto.

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

(a) Failure to make contract payments	\$ 33,846.00
(b) Failure to pay one-fourth of real estate taxes	8,000.00
(c)	
(d)	
Total	\$ 41,846.00

(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.

LEE WHEELER, JR., and MAXINE WHEELER

Vendors (or Successors in Interest)

CHAPTER 656
CODE OF IOWA

By Arnold O. Kenyon III Their Attorney
Address: 100 E. Montgomery, Box 278
Creston, Iowa 50801
Phone: (515) 782-7064

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>Keith Wheeler</u>	<u>10-2-85</u>	<u>Peru, IA 50222</u>
<u>Julie Wheeler</u>	<u>10-2-85</u>	<u>Peru, Ia. 50222</u>
_____	_____	_____
_____	_____	_____

10-28-85
Current January, 1981

Please type or print names under signature as per Section 335.2 Code of Iowa

An undivided fourth (1/4) interest in the following described Real Estate:

The South half of the Northwest Quarter (S 1/2 NW 1/4); and the North half of the Southwest Quarter (N 1/2 SW 1/4); and the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4); and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) all in Section Thirty five (35); and the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Thirty four (34); all in Township Seventy-four (74) North, Range Twenty nine (29) West of the 5th. P. M.

And the Real Estate situated in Union County, Iowa described as: The West half of the Northeast Quarter of the Northwest Quarter (W 1/2 NE 1/4 NW 1/4) and the west five (5) acres of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) and all that part of the East half of the Northeast Quarter of the Northwest Quarter (E 1/2 NE 1/4 NW 1/4) lying north of the center of Grand River in Section two (2), Township Seventy Three (73) North, Range Twenty nine (29) West of the 5th. P. M.

(Wheeler)

The Southwest Quarter (SW 1/4) of Section Twenty six (26) Township Seventy four (74) North, Range Twenty Nine (29) West of the 5th. P. M. The following real estate in Union County, Iowa : The North half of the Northwest Quarter (N 1/2 NW 1/4) of Section three (3); and commencing at the northeast corner of the NE 1/4 NE 1/4 of Section four (4), running a Southwesterly direction along the meandering of the highway to the south line of the said ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ on the line to the Southeast corner of said NE 1/4 NE 1/4, thence east to the place of beginning in Section four (4) all in Township Seventy three (73) North Range Twenty Nine (29) West of the 5th. P. M. ; and a part of the SW 1/4 NW 1/4 Section 3, Township 73 North Range 29 West of the 5th P. M. Union County, Iowa described as follows: Beginning at a point 28 rods and 25 links south of the Northwest corner of the said SW 1/4 NW 1/4, thence east 68 rods, thence north 28 rods 5 links, thence west 68 rods, and thence south 28 rods 5 links, to place of beginning.

(Smith)

Southeast Quarter (SE 1/4) of Section Twenty-eight (28) North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33) and the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-three (33), and a tract of land described as follows:- Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-two (32), and running thence North 40 rods, thence West 33 rods and 15 feet, thence South 22 rods and 10 feet, thence in a Southeasterly direction in the center of the public highway to a point on the South line of said 40 acre tract, 15 rods West of the place of beginning, thence East to the place of beginning, all in Township Seventy-four (74) North, Range Twenty Nine (29) West of the 5th. P. M., Madison County, Iowa.

(Breakenridge)

(Huss)

The Southeast Quarter (SE 1/4), less approximately one acre in the Southeast corner, formerly used for School purposes, of Section Six (6), Township Seventy-three (73) North, Range Twenty-nine (29) West of the 5th. P. M. in Union County, Iowa

Southwest Quarter (SW 1/4) and the West half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty four (34) of Township Seventy four (74), Range Twenty nine (29) West of the 5th. P. M., Madison County, Iowa and the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3) of Township Seventy Three (73) North, Range Twenty Nine (29) West of the 5th. P. M., Union County, Iowa.

(Duff)

~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~ The Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty Seven (27) and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty Four (34) and the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty Three (33), all in Township Seventy Four (74) North, Range Twenty Nine (29) West of the 5th. P. M. in Madison County, Iowa.

(Lattig) The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty Seven (27) and the North half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty Nine (29), in Township Seventy four (74) North, Range Twenty nine (29) West of the 5th. P. M. in Madison County, Iowa.

(Crandall) The Southwest Quarter (SW 1/4) of Section Five (5) in Township Seventy-three (73) North, Range Twenty nine (29) West of the 5th. P. M. in Union County, Iowa.