



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF MADISON

ss:

FILED NO. 796
BOOK 53 PAGE 793

1987 NOV -3 PM 3:56

IND. ☒
REC. ☒
PAGE ☒

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

Completed

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.

- The property covered by the attached Notice of Forfeiture of Real Estate Contract is a movie theatre, and has never been agricultural land, a personal residence, or a home-
stead for anyone during the period of the Real Estate Contract described in the attached
Notice of Forfeiture.

Anthony DeVito-Rees has no successor in interest with regard to the Real Estate Contract described in the attached Notice and also has no mortgagee or assignee for security purposes as to the said Contract. No such successor in interest, mortgagee, or assignee for security purposes is of record.

The filing and recording of this Affidavit with the attached and incorporated Notice shall be constructive notice to all parties of the due forfeiture and cancellation of the Real Estate Contract described therein pursuant to Iowa Code Chapter 656.

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.

Colleen K. Kellogg Nicholl
Colleen K. Kellogg Nicholl, formerly Affiant
Colleen K. Kellogg

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 2nd day of November 19 87



Kim Mattes

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 _____ 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 November, 19 87

Mary E. Welty
Recorder



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Anthony DeVito-Rees
 DENNIS H. BLOME
SHERIFF
LINN COUNTY, IOWA

You and each of you are hereby notified:

 (1) The terms of the written contract dated June 18, 19 84, and executed by
Colleen K. Kellogg and Winterset Movie, Inc.
as Vendors, and Anthony DeVito-Rees

, as Vendees,

 for the sale of the following described real estate: South One-half ($S\frac{1}{2}$) of the North Two-thirds
(N2/3) of Lot Three (3), Block Seventeen (17) of the Original Town of Winterset, Madison
County, Iowa, and

- | | |
|------------------------|--|
| 1. Two (2) Projectors; | 5. Unattached Seating; |
| 2. Rewind Machine; | 6. Other personal property and fixtures located on |
| 3. Film Spools; | the premises used in the operation of a movie |
| 4. Popcorn Machine; | theater. |

has not been complied within the following specific particulars:

- (a) Payment of \$250.00 on or before Apr. 1, 1987; \$250.00 on or before May 1,
-
- 1987; \$250 on or before June 1, 1987; \$250.00 on or before July 1, 1987;
-
- \$250.00 on or before Aug. 1, 1987; \$250.00 on or before Sept. 1, 1987

\$1,500.00

- (b) Payment of due & delinquent real property taxes against
-
- above-described real property in the amount of \$616.00 (con-
-
- sisting of \$556.00 in prin., plus \$60.00 in penalty). Seller
-
- to pay Treasurer.

616.00**Total** \$2,116.00
 (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.

Colleen K. Nicholl, formerly Colleen K.
Kellogg, individually and as successor in
interest to Winterset Movie, Inc.

Vendors (or Successors in Interest)

Chapter 656, The Code

 By G. Stephen Walters Their Attorney—
Address: WEBSTER, JORDAN, OLIVER & WALTERS
Farmers & Merchants State Bank Bldg.
P. O. Box 230
Winterset, IA 50273-0230
Telephone: (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:

Date of Service

Place of Service

RETURN OF SERVICE — Personal

STATE of IOWA ,

SS.

County of LINN

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

Persons Served	Day	Month	Year	City, Town or Township	County	State
ANTHONY DEVITO-REES	9	30	87	RAPIDS	LINN	IOWA

DENNIS BLOME : SHERIFF

BY : DEPUTY R. HAENDLER, SGT

Subscribed in my presence and sworn to before me by the affiant September 30, 1987

Evelyn Covington

Notary Public in the above State.

FEES

Service \$ 10⁰⁰
 Copies \$
 Mileage \$ 7³⁵
 Total \$ 17³⁵

DATE 10-9-87

SHERIFF'S FEES PAID BY

Stephen Walters

Walters, Jordan, Oliver, Walters

SHERIFF, LINN COUNTY, IOWA

By

RETURN OF SERVICE — Leaving Copy

STATE OF _____ ,

SS.

County of _____

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.