



# AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

Compared

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF POLK

} ss:

FILED NO. 886  
BOOK 123 PAGE 667

1987 NOV 18 PM 4:23

MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$35.00

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.

That, as shown by such returns, more than ~~30~~<sup>90</sup> 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~~<sup>90</sup> 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~~<sup>90</sup> 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, except that the contract as amended provides a 90-day period to cure defaults.

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.



Terry Monson  
Terry Monson, Attorney for Affiant  
Vendor

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 18 day of November, 1987.

Bonnie Rosen  
Notary Public in and for said County.

The space as indicated above, is reserved to conveniently "tellor" for special situations and to set forth facts to sustain notice by publication or for both of such purposes. See Section 654.3; 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 18 day of NOVEMBER, 1987

Mary E. Welty  
Recorder  
DEED REC. 123

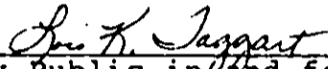
PROOF OF SERVICE

Recieved the attached Notice of Forfeiture of Real Estate Contract on the 3rd day of March, 1987, and served the same on the following parties, by delivering an original to each of them:

Myron E. Hirschman (on wife Kristine Hirschman), Madison County  
Kristine Hirschman personally, Madison County  
Farmers Home Administration, 209 E. Madison, Winterset, Iowa

  
\_\_\_\_\_  
A. J. Ford

Subscribed and sworn to before me by A. J. Ford, this 18th day of November, 1987.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



## NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

To: Craig F. Charlton  
 Box 3630  
 Urbandale Station  
 Des Moines, Iowa 50322

Myron E. Hirschman and Kristine F. Hirschman  
 RR 1  
 Van Meter, Iowa 50261

Farmers Home Administration  
 1208 East 2nd Avenue  
 Indianola, Iowa 50125

You are hereby notified that the terms of the real estate contract dated March 1, 1976, and executed by Vi-Kart Industries, Inc., as vendor, and Craig F. Charlton, as vendee, which real estate contract was filed in Book 105, Page 485, in the office of the Madison County Recorder, and which real estate contract was subsequently amended by amendment dated April 7, 1983, and filed in Book 116, Page 596, in the office of the Madison County Recorder, for the sale of the following described real estate:

Tract 1:

The South Half of Fractional Section 31, Township 77, Range 26 West of the 5th P.M., and the North Half of Fractional Section 6 in Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, and the North Half of the South Half of Fractional Section 6, in Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa. Said land is also described and identified as follows: Government Lots 3, 4 and 5 in Fractional Section 31, Township 77 North, Range 26 West of the 5th P.M., and certain tracts in Fractional Section 6, Township 76 North, Range 26 West of the 5th P.M., which have the following acreage designations on the original government survey plat: "A 40.80" - "A 40" - "A 52.67" - "A 52.04" - "A 55.79". Also the north half of the tract in said Fractional Section 6-76-26 which has the following acreage designation on said original government survey plat: "A 80".

Tract 2:

Government Lots 2, 3, 4 and 5 of Section 30, and Government Lots 1, 2 and 6 of Section 31, in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa. All of the foregoing subject to public roads and highways and easements of record,

have not been complied with in the following respects:

- a) Payment of the real estate taxes due in the fall of 1986 in the amount of \$2,607.36, with penalty as of January 31, 1987, in the amount of \$106.00, have not been paid as required by the contract and amendment thereto.
- b) Payment of the annual principal payment of \$10,000 plus accrued interest due on or before March 1, 1987, has not been paid as required by the contract and amendment thereto.

Pursuant to the terms of the amendment to the real estate contract, the contract and amendment shall stand forfeited unless the parties in default, within ninety (90) 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.

The amount of attorney's fees claimed by the vendors pursuant to §656.7, Code of Iowa, is \$350.00. Payment of attorney's fees is not required to comply with this notice in order to prevent forfeiture.

Vi-Kart Industries, Inc.

By: Cavalyn Robinson  
 President

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

Page 2

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>Date of Service</u>	<u>Name</u>	<u>Place of Service</u>
<i>March 3</i>	<i>Kurti Fluckman</i>	<i>residence</i>

4

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

Page 2

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<u>Date of Service</u>	<u>Name</u>	<u>Place of Service</u>
<i>3-3-87</i>	<i>FINTH A. King, R.S.</i>	<i>Wilmington, Iowa</i>



## AFFIDAVIT

STATE OF IOWA)  
                                   )ss:  
 DALLAS COUNTY)

I, Lois K. Taggart, being first being duly sworn depose and state:

1. On April 6, 1987, I mailed a copy of the Notice of Forfeiture of Real Estate Contract, a copy of which is attached hereto, to Iowa Director of Farmers Home Administration, Des Moines, Iowa, by certified mail, return receipt requested. Attached to this affidavit is the return receipt showing delivery on April 7, 1987.

This affidavit is given in order to clarify title to real estate described as follows:

Tract 1:

The South Half of Fractional Section 31, Township 77, Range 26 West of the 5th P.M., and the North Half of Fractional Section 6 in Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, and the North Half of the South Half of Fractional Section 6, in Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa. Said land is also described and identified as follows: Government Lots 3, 4 and 5 in Fractional Section 31, Township 77 North, Range 26 West of the 5th P.M., and certain tracts in Fractional Section 6, Township 76 North, Range 26 West of the 5th P.M., which have the following acreage designations on the original government survey plat: "A 40.80" - "A 40" - "A 52.67" - "A 52.04" - "A 55.79". Also the north half of the tract in said Fractional Section 6-76-26 which has the following acreage designation on said original government survey plat: "A 80".

Tract 2:

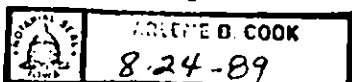
Government Lots 2, 3, 4 and 5 of Section 30, and Government Lots 1, 2 and 6 of Section 31, in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa. All of the foregoing subject to public roads and highways and easements of record.

This affidavit is also given to show compliance with the notice agreement dated April 19, 1983, and filed April 20, 1983, in Book 34, Page 503, in the office of the Madison County Recorder.

*Lois K. Taggart*  
 \_\_\_\_\_  
 Lois K. Taggart

Subscribed and sworn to before me by Lois K. Taggart this 18th day of November, 1987.

*Arlene B. Cook*  
 \_\_\_\_\_  
 Notary Public in and for the State of Iowa



## NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

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 Urbandale Station  
 Des Moines, Iowa 50322

Myron E. Hirschman and Kristine F. Hirschman  
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- b) Payment of the annual principal payment of \$10,000 plus accrued interest due on or before March 1, 1987, has not been paid as required by the contract and amendment thereto.

Pursuant to the terms of the amendment to the real estate contract, the contract and amendment shall stand forfeited unless the parties in default, within ninety (90) 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.

The amount of attorney's fees claimed by the vendors pursuant to §656.7, Code of Iowa, is \$350.00. Payment of attorney's fees is not required to comply with this notice in order to prevent forfeiture.

Vi-Kart Industries, Inc.

By: Carolyn Robertson  
 President

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>Date of Service</u>	<u>Name</u>	<u>Place of Service</u>
March 3	Kurtel Huschman	residence

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>Date of Service</u>	<u>Name</u>	<u>Place of Service</u>
2-3-87	Finth A. King R.P.S.	St. Anthony, Iowa

PS Form 3811, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one):

- Show to whom and date delivered ..... \$
- Show to whom, date, and address of delivery.. .. \$

2.  RESTRICTED DELIVERY (The restricted delivery fee is charged in addition to the return receipt fee.) ..... \$

TOTAL \$

3. ARTICLE ADDRESSED TO:  
Office of Director  
Farmers Home Administration  
210 Walnut  
Federal Building  
Des Moines, Iowa 50309

4. TYPE OF SERVICE: REGISTERED  INSURED   
CERTIFIED  COB   
EXPRESS MAIL

ARTICLE NUMBER  
P 251  
704 173

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE  Addressee  Authorized agent  
*[Signature]*

5. DATE OF DELIVERY: 4/17/87 POSTMARK: *[Postmark]*

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS