

53-346



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

IND.
REC.
PAGE

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.

COMPUTER

Compared

FILED NO. 766
BOOK 54 PAGE 544

1988 OCT 12 PM 3:59

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

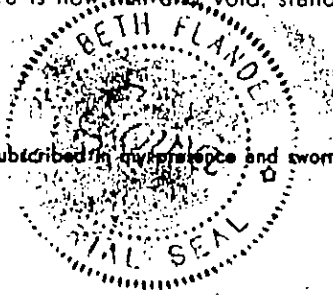
That, as shown by such returns, more than 30 days have passed since the service of such Notice.

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.



John E. Casper
John E. Casper Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 12th day of October 1988

Beth Flander
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 12 day of October, 1988

Mary E. Welty
Recorder

IN THE IOWA DISTRICT COURT, FIFTH JUDICIAL DISTRICT

State of Iowa
Madison County

RETURN OF SERVICE
Personal
Dwelling House

Case Name: Union State Bank vs James P. Clancy and Irene Clancy

Case Number: None

Notice received this date: 3 August 1988, 11:15 AM

I certify that I served a copy of:

Notice of Forfeiture of Real Estate Contract

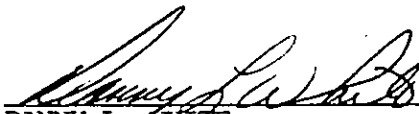
By serving, personally:

James P. Clancy, 516 West Court Avenue, Winterset, Iowa 50273, on 3 August 1988.

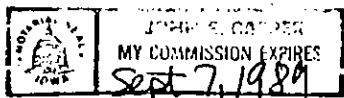
By serving:


Irene Clancy, 516 West Court Avenue, Winterset, Iowa, on 3 August 1988 by leaving copy with James P. Clancy, Husband, a person over 18 years of age residing therein.

FEES: \$25.00


DANNY L. WHITE

Subscribed and Sworn before me this 4th day of August 1988, in Winterset, Iowa




NOTARY

115 3 4 1988

THE IOWA STATE BAR ASSOCIATION

FOR THE LEGAL EFFECT OF THIS FORM, CONSULT YOUR LAWYER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: JAMES P. CLANCY AND IRENE CLANCY
516 West Court Avenue 516 West Court Avenue
Winterset, Iowa 50273 Winterset, Iowa 50273

You and each of you are hereby notified:

(1) The terms of the written contract dated December 2, 1986, and executed by Union State Bank

as Vendors, and James P. Clancy and Irene Clancy, as Vendees,

for the sale of the following described real estate:

Lots Ten (10), Eleven (11) and Twelve (12) in Block Four (4) of the Original Town of Truro, Madison County, Iowa

has not been complied within the following specific particulars:

- (a) the monthly payments in the sum of \$355.00 each 3,195.00
 due on December 1, 1987 through August 1, 1988
 inclusive; and,
 - (b) the property taxes payable during the fiscal year 1,315.44
 commencing on July 1, 1987 in the sum of \$1,218.00
 - (c) plus penalty accrued through August, 1988 in the
sum of \$97.44
 - (d) _____
- Total \$4,510.44**

(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.

UNION STATE BANK

Vendors (or successors in interest)
 By [Signature]
John E. Casper Their Attorney—
Flander and Casper
 Address: 223 East Court Ave.
P. O. Box 67
Winterset, Iowa 50273-0067
 Tele: (515) 462-4912

Chapter 656, The Code

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 _____
