



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

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

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1988 AUG -2 PM 3:22

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 1st day of August, 1988



Beth Flander
Beth Flander Notary Public in and for said County.

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 Sections 654.3; 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 2 day of AUGUST, 1988

Mary E. Welty
Recorder 401

53-638



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: TAMMY K. RUSSELL
106 North Lincoln
New Sharon, Iowa 50207

You and each of you are hereby notified:

(1) The terms of the written contract dated July 23, 19 87, and executed by Union State Bank

as Vendors, and Tammy K. Russell, as Vendees,

for the sale of the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

has not been complied within the following specific particulars:

- (a) Failure to make the monthly payment in the sum of \$300.00 due on June 5, 1988 \$300.00
- (b) _____
- (c) _____
- (d) _____

Total \$300.00

(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.

UNION STATE BANK

Vendors (or Successors in Interest)

By *John E. Casper*
John E. Casper Their Attorney—
Flander and Casper
Address: 223 East Court, 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.

<u><i>Tammy K. Russell</i></u> Tammy K. Russell	Date of Service <u>June 30, 1988</u>	Place of Service <u>New Sharon, Iowa</u>
_____	_____	_____
_____	_____	_____

EXHIBIT A

A tract of land commencing in the middle of the public highway at the Southwest corner of the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), and running thence E. 251.95 feet, thence N. 176 feet, thence W. 251.95 feet to the middle of said highway, thence S. 176 feet to the beginning, and the E. 121.64 feet of the N. 16.33 feet of the W. $3\frac{1}{4}$ acres of the N. 36 rods and 8 feet of the South Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), All in Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, reserving unto Grantors and easement over the E. 15 feet thereof.

EXHIBIT A