

122-765 + 783



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

FILED NO. 379
BOOK 124 PAGE 599

dated

1988 AUG 17 PM 3:31

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee \$15.00

FILED
REC.
PAGE

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.

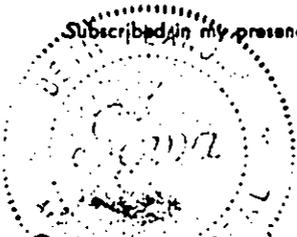
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee(s)' rights in such contract in accordance with Code Chapter 656.

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 17th 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 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 17 day of August, 1988.

Mary E. Welty
Recorder

DEED RECORD 124

THE IOWA STATE BAR ASSOCIATION

FOR THE LEGAL EFFECT OF THIS FORM, CONSULT YOUR LAWYER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: GEORGE R. KETTER AND DIANNE M. KETTER
4411 SE 14th Street, Apt. #1
Des Moines, Iowa 50320

You and each of you are hereby notified:

(1) The terms of the written contract dated March 6, 1987, and executed by Union State Bank

as Vendors, and George R. Ketter and Dianne M. Ketter, 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 \$305.00 due on June 5, 1988
(b) Failure to make the monthly payment in the sum of 305.00 due on July 5, 1988
(c)
(d)
Total 610.00

(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 Their Attorney
Address: Flander and Casper
223 East Court Avenue
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.

George R. Ketter July 16, 1988 Des Moines, Iowa
Dianne M. Ketter July 16, 1988 Des Moines, Iowa

EXHIBIT A

DESCRIPTION:

A tract of land in the Southwest Quarter of the Northeast Quarter of Section 3, Township North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Commencing at the Southeast Corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, T75N, R27W of the 5 P.M., Madison County, Iowa; Thence North 00°00'00" 481.70 feet along the east line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ to the point of beginning. Thence continuing North 00°00'00" 415.50 feet; thence North 83°57'09" West 470.90 feet; thence South 06°08'09" West 467.79 feet; thence South 90°00'00" East 518.28 feet to the point of beginning. Said tract contains 5.00 Acres Including 0.34 Acres of County Road Right of Way.

Well and Water Line Easement Description:

A strip of land 20 feet wide being 10 feet wide on both sides of the following described centerline:

Commencing at the Southwest Corner of the above described tract of land; thence North 06°08'09" East 147.15 feet along the west line of said tract to the point of beginning. Thence South 43°25'36" West 125.66 feet; thence South 77°35'21" West 115.25 feet; thence South 42°16'54" West 182.77 feet; thence South 02°51'24" West 200.00 feet to the South terminus.

EXHIBIT A