



# 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. 462  
BOOK 124 PAGE 623

1988 AUG 30 PM 3:01

REC.   
REC.   
PAGE

MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$20.00

COMPUTER

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 30th 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 456.3; 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 30 day of AUGUST, 1988

Mary E. Welty  
Recorder

DEED RECORD 124

mediation agreement in  
deed record 124-726

THE IOWA STATE BAR ASSOCIATION

118-152

FOR THE LEGAL EFFECT OF THIS FORM, CONSULT YOUR LAWYER



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: BRUCE A. BEEBE DORIS R. BEEBE STEVEN CHANDLER  
Rt. #1 Box 144 Rt. #1 Box 144 R. R. 1  
Ainsworth, Nebr. 69210 Ainsworth, Nebr. 69210 Winterset, Iowa  
50273

You and each of you are hereby notified:

(1) The terms of the written contract dated August 1, 1984, and executed by Lola L. Bruett, now known as Lola L. Clear, as Vendors, and Bruce A. Beebe and Doris R. Beebe, as Vendees,

for the sale of the following described real estate:

The West Half (1/2) of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) and the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Nineteen (19), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

has not been complied within the following specific particulars:

(a) Failure to make the payment due on June 15, 1988	<u>4,000.00</u>
in the sum of \$4,000.00	
(b)	
(c)	
(d)	
<b>Total</b>	<b>4,000.00</b>

(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.

LOLA L. CLEAR, formerly known as  
Lola L. Bruett  
 Vendors (or Successors in Interest)  
 By [Signature]  
C. R. Bentz, FLANDER & CASTER Attorney-  
Address: 223 East Court Ave., 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
<u>[Signature]</u> Steve Chandler	<u>July 29, 1988</u>	<u>Winterset, Iowa</u>
_____	_____	_____
_____	_____	_____



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has not been complied within the following specific particulars:

- |   |                 |
|---|-----------------|
| (a) Failure to make the payment due on June 15, 1988 in the sum of \$4,000.00 | <u>4,000.00</u> |
| (b)   | _____           |
| (c)   | _____           |
| (d)   | _____           |
| Total   | 4,000.00        |

(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.

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LOLA L. CLEAR, formerly known as  
Lola L. Bruett,  
Vendors (or Successors in Interest)  
By   
C. R. Bentz, FLANDER & CASTER, Attorney-  
Address: 223 East Court Ave., Box 67  
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	Date of Service	Place of Service
<u>Steve Chandler</u>	<u>July</u> , 19 <u>88</u>	<u>Winterset, Iowa</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

RETURN OF SERVICE — Personal

STATE of Nebraska

SS.

County of Brown

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
Doris R. Beebe	20	7	1988		Brown	Nebraska

Donald S Brown

Subscribed in my presence and sworn to before me by the affiant July 20, 1988

Sandra S Lentz

Notary Public in the above State.

SANDRA S. LENTZ  
GENERAL NOTARY, State of Neb.  
My Commission Expires 3-30-92

FEES

Service ..... \$ 15.00  
Copies ..... \$ \_\_\_\_\_  
Mileage.. 11 miles \$ 2.58  
Total ..... \$ 17.58

RETURN OF SERVICE — Leaving Copy

STATE OF Nebraska

SS.

County of Brown

The undersigned, being first duly sworn, upon oath deposes and states that on July 20  
1988, he served the notice on the reverse side on Bruce A. Beebe  
at his usual dwelling house or usual place of abode in the City, Town or Township of \_\_\_\_\_  
in Brown County, \_\_\_\_\_, and which place was not a rooming house, hotel, club or  
apartment building, by there delivering a copy of the notice to Doris R. Beebe  
\_\_\_\_\_ a person residing there who was then at least eighteen years old.

Donald S Brown

Subscribed in my presence and sworn to before me by the affiant July 20, 1988

Sandra S Lentz

Notary Public in the above State.

SANDRA S. LENTZ  
GENERAL NOTARY, State of Neb.  
My Commission Expires 3-30-92

*Handwritten signature: Alexander & Casper*