



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA
COUNTY OF CLARKE } 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.

Completed
FILED NO. 1085
BOOK 125 PAGE 63
1988 NOV 29 AM 10:10
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$20.00

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.

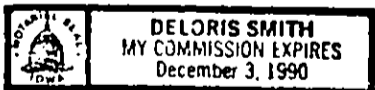
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee(s) rights in such contract in accordance with Code Chapter 656.

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.

L. P. Van Werden
L. P. Van Werden Affiant
Attorney for Wayne McDonald and Viola McDonald

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 10th day of November 19 88



Deloris Smith

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. 40, 40.1 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 29th day of November, 19 88

Mary E. Welty
Shelley H. Henry
Recorder
Deputy



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Buyer: James McDonald Route 3 Winterset, Iowa 50273
Beverly McDonald Route 3 Winterset, Iowa 50273

Tenant: Bill Christensen Route 4 Winterset, Iowa 50273

Secured Party: Union State Bank 201 W. Court Winterset, Iowa 50273

You and each of you are hereby notified:

(1) The terms of the written contract dated June 30, 1983, and executed by Wayne McDonald and Viola McDonald, husband and wife, as Vendors, and James McDonald, as Vendees,

for the sale of the following described real estate: An Undivided One-half ($\frac{1}{2}$) interest in: The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) except a tract conveyed for road purposes 17 $\frac{1}{2}$ feet wide and 2 rods long running in a diagonal direction across the Southwest corner thereof, and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) except the West 2 rods in width thereof, of Section Twenty-one (21), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa. has not been complied within the following specific particulars:

- (a) The principal (\$1,000) and Interest (\$3,750) due 3-1-86 is unpaid \$4,750
 - (b) The principal (\$1,000) and Interest (\$3,750) due 3-1-87 is unpaid \$4,750
 - (c) The principal (\$1,000) and Interest (\$3,750) due 3-1-88 is unpaid \$4,750
 - (d) Interest at 10% on interest payments due 3-1-86 and 3-1-87 1,125
to 3-1-88 + 41¢/day after 3-1-88 (10-1-88 = \$111.11) 111
- Total \$15,486

(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.

Wayne McDonald

Viola McDonald

Vendors (or Successors in Interest)
REYNOLDSON, VAN WERDEN, KIMES,
REYNOLDSON, LLOYD & WIECK

Chapter 656. The Code

By L. P. Van Werden Their Attorneys

Address: 200 W. Jefferson Street

Osceola, Iowa 50213

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.

Union State Bank	Date of Service	Place of Service
By <u>James McDonald</u> - Officer	<u>9-30-88</u>	<u>Winterset, Iowa</u>
<u>Beverly McDonald</u>	<u>9-30-88</u>	<u>Winterset, Iowa</u>
<u>Bill Christensen</u>	<u>Sept 30 88</u>	<u>Winterset, Iowa</u>



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Buyer: James McDonald, Beverly McDonald, Route 3, Winterset, Iowa 50273
Tenant: Bill Christensen, Route 4, Winterset, Iowa 50273
Secured Party: Union State Bank, 201 W. Court, Winterset, Iowa 50273

You and each of you are hereby notified:

(1) The terms of the written contract dated June 30, 1983, and executed by Wayne McDonald and Viola McDonald, husband and wife,

as Vendors, and James McDonald as Vendees,

for the sale of the following described real estate: An Undivided One-half (1/2) interest in: The Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) except a tract conveyed for road purposes 17 1/2 feet wide and 2 rods long running in a diagonal direction across the Southwest corner thereof, and the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) except the West 2 rods in width thereof, of Section Twenty-one (21), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, has not been complied within the following specific particulars:

- (a) The principal (\$1,000) and Interest (\$3,750) due 3-1-86 is unpaid \$4,750
(b) The principal (\$1,000) and Interest (\$3,750) due 3-1-87 is unpaid \$4,750
(c) The principal (\$1,000) and Interest (\$3,750) due 3-1-88 is unpaid \$4,750
(d) Interest at 10% on interest payments due 3-1-86 and 3-1-87 to 3-1-88 + 41¢/day after 3-1-88 (10-1-88 = \$111.11)
Total \$15,486

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Wayne McDonald
Viola McDonald
REYNOLDSON, VAN WERDEN, KIMES, REYNOLDSON, LLOYD & WIECK
By L. P. Van Werden Their Attorney
Address: 200 W. Jefferson Street
Osceola, Iowa 50213

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.

Union State Bank Date of Service Place of Service
By B. A. Bolton - Executive Vice-President 10-10-88 Winterset, Iowa
James McDonald Winterset, Iowa
Beverly McDonald Winterset, Iowa
Bill Christensen Winterset, Iowa

IOWA STATE BAR ASSOCIATION
(Trade-Mark Registered, State of Iowa, 1907)

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Buyer: James McDonald	Route 3	Winterset, Iowa 50273
Beverly McDonald	Route 3	Winterset, Iowa 50273
Tenant: Bill Christensen	Route 4	Winterset, Iowa 50273
Secured Party: Union State Bank	201 W. Court	Winterset, Iowa 50273
Lessee: Chevron U.S.A. Inc.	700 South Colorado Blvd.; Denver, Colorado 80201	
Outerbridge & Associates, Inc.	621 Seventeenth St., STE 1050; Denver, Colorado 80293	

You and each of you are hereby notified:

(1) The terms of the written contract dated June 30, 1983, and executed by Wayne McDonald and Viola McDonald, husband and wife,

as Vendors, and James McDonald as Vendees.

for the sale of the following described real estate: An Undivided One-half (½) interest in: The Northwest Quarter of the Southwest Quarter (NW¼ SW¼) except a tract conveyed for road purposes 17½ feet wide and 2 rods long running in a diagonal direction across the Southwest corner thereof, and the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) except the West 2 rods in width thereof, of Section Twenty-one (21), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa;

has not been complied within the following specific particulars:

- (a) The principal (\$1,000) and Interest (\$3,750) due 3-1-86 is unpaid \$4,750
 - (b) The principal (\$1,000) and Interest (\$3,750) due 3-1-87 is unpaid \$4,750
 - (c) The principal (\$1,000) and Interest (\$3,750) due 3-1-88 is unpaid \$4,750
 - (d) Interest at 10% on interest payments due 3-1-86 and 3-1-87 to \$1,125
3-1-88 + 41¢/day after 3-1-88 (10-1-88 = \$111.11) \$ 111
- Total** **\$15,486**

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Wayne McDonald
Viola McDonald
Vendors (or Successors in Interest)
REYNOLDSON, VAN WERDEN, KIMES,
REYNOLDSON, LLOYD & WIECK
By L. P. Van Werden Their Attorney-
Address: 200 W. Jefferson Street
Osceola, Iowa 50213

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
Chevron U.S.A. Inc. <u>B. M. Wohl</u>	<u>11/7/88</u>	<u>Denver, Colorado</u>
By: B. M. Wohl, Assistant Sec. Officer		
Outerbridge & Associates, Inc.		<u>Denver, Colorado</u>
By: _____ - Officer		