



# AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

COMPUTER  
1237

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF MADISON } ss:

Compared

IND.   
REC.   
PAGE

FILED NO. \_\_\_\_\_  
BOOK 54 PAGE 644

1988 DEC 20 PM 12:14

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

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.

That personal service could not and cannot be made upon Michael Dean Hayden in the State of Iowa. The affiant has made diligent investigation to determine the current mailing address of each of the aforesaid party, but has been unable to ascertain any such mailing address. The vendee's address shown on the real estate contract is the mailing address of the premises described in the real estate contract. The address shown on the Notice of Forfeiture is the address of the vendee's parents where vendee had lived temporarily after vacating the said premises. The Affiant has determined that the vendee is not now residing at either the address shown on the contract or on the Notice of Forfeiture. The vendee left no forwarding mailing address. The vendee's parents do not know where the vendee resides nor have any information on a mailing address for the vendee or on his current whereabouts. The affiant's investigation discloses that the vendee has no known mailing address. Attached as part of this Affidavit is the Affidavit of Publication.

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 20 th day of December 19 88



Debra Flender  
Notary Public In and for The State of Iowa.

The space as indicated above, is reserved to conveniently "fillor" 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 42. 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 20 day of December, 19 88

Mary E. Welty  
Recorder



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: MICHAEL DEAN HAYDEN  
RURAL ROUTE 1 BOX 220  
ST. CHARLES, IOWA 50240

You and each of you are hereby notified:

(1) The terms of the written contract dated July 28, 1988, and executed by  
Union State Bank

as Vendors, and Michael Dean Hayden  
 \_\_\_\_\_, as Vendees.

for the sale of the following described real estate: A tract of land commencing in the middle of the North Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (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 1/2 acres of the N. 36 rods and 8 feet of the South Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (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 an easement over the E. 15 feet thereof  
 \_\_\_\_\_ has not been complied within the following specific particulars:

- (a) Failure to pay the installments due on September 2, 1988 and on October 2, 1988 \$ 650.00
  - (b) in the sum of \$325.00 each \_\_\_\_\_
  - (c) \_\_\_\_\_
  - (d) \_\_\_\_\_
- Total \$ 650.00**

(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

By *John E. Casper* Vendors (or Successors in Interest)  
 John E. Casper Their Attorney—  
 Address: Flander and Casper  
223 East Court, 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>Michael Dean Hayden</u> | _____           | <u>Winterset, Iowa</u> |
| _____                      | _____           | _____                  |
| _____                      | _____           | _____                  |

# AFFIDAVIT OF PUBLICATION

STATE OF IOWA

Madison County

SS.

John Gorman

BEING DULY SWORN

SAYS HE IS Publisher OF THE

WINTERSET MADISONIAN, a once weekly newspaper of general circulation, published in Winterset, Iowa, and that the notice, a copy which is annexed and made part hereof, was correctly published in said newspaper

for the period of Three consecutive weeks

the last publication thereof being on the 16th day of November, 1988.

John Gorman  
Subscribed and sworn to before me this 17 day of November, 1988.

Gail Hartman  
NOTARY PUBLIC  
In and for Madison County

Fee \$ 40.65



### NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: MICHAEL DEAN HAYDEN  
RURAL ROUTE 1, BOX 230  
ST. CHARLES, IOWA 50240

You and each of you are hereby notified:

(1) The terms of the written contract dated July 28, 1988, and executed by Upton State Bank as Vendors, and Michael Dean Hayden, as Venders, for the sale of the following described real estate:

A tract of land commencing in the middle of the public highway at the Southwest corner of the North Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4), and running thence E. 251.95 feet, thence N. 178 feet, thence W. 251.95 feet to the middle of said highway, thence S. 178 feet to the beginning, and the E. 121.64 feet of the N. 18.33 feet of the W. 3 1/2 acres of the N. 36 rods and 8 feet of the South Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (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 an easement over the E. 15 feet thereof has now been complied within the following specific particulars:

(a) Failure to pay the monthly installments due on September 2, 1988; on October 2, 1988; and, on November 2, 1988 in the sum of \$325.00 each \$975.00 Total \$975.00

(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

By John E. Casper

Their Attorney

FLANDER AND CASPER

223 East Court Avenue, Box 67

Winterset, Iowa 50273-0067

Tele: (515) 462-4912

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