



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

52-244

TO: LYNN M. DUFF AND MICHELE N. BROWN

You and each of you are hereby notified:

(1) The terms of the written contract dated FEBRUARY 15, 1985, and executed by AUGO FINANCIAL SERVICES OF DENISON, INC.

as Vendors, and LYNN M. DUFF AND MICHELE N. BROWN

as Vendees,

for the sale of the following described real estate:

LOTS 5 AND 6, IN BLOCK B, OF RAILROAD ADDITION, TO THE TOWN OF WINTERSET, MADISON COUNTY, IOWA.

has not been complied within the following specific particulars:

(a) BALANCE PAYMENT DUE FEBRUARY 15, 1988 \$11444.83

(b)	FILED NO: <u>1252</u>	COMPUTER	
(c)	BOOK <u>54</u> PAGE <u>648</u>		
(c)	1988 DEC 22 AM 10:18		
	MARY E. WELTY RECORDER MADISON COUNTY, IOWA Fee \$ 10.00	IND. <input checked="" type="checkbox"/> REG. <input checked="" type="checkbox"/> PAGE <input checked="" type="checkbox"/>	Total <u>11444.83</u>

Compared

(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.

AUGO FINANCIAL SERVICES OF DENISON, INC.

Vendors (or Successors in Interest)

Patricia Clews

By _____ Their Attorney—

Address: 509 AIRBORNE RD. WEST DES MOINES, IOWA 50265

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>Michele N. Brown</u> MICHELE N. BROWN	<u>11-1-88</u>	<u>WINTERSET, IA.</u>
<u>Lynn M. Duff</u> LYNN M. DUFF	<u>11-1-88</u>	<u>WINTERSET, IA.</u>



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF POLK } 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.

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.

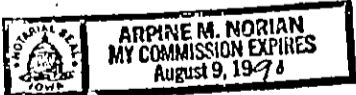
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled 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.

Robert Curusi
ROBERT CURUSI Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 21 day of December, 1988

Arpine M. Norian



Notary Public in and for said County.

The space indicated above, is reserved to conveniently "fill in" 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 22 day of December, 1988

Mary E. Welty
Recorder