

117-437

IOWA STATE BAR ASSOCIATION  
Official Form No. 116 (Trade-Mark Registered, State of Iowa, 1987)

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



# 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. 1365  
BOOK 125 PAGE 194

1989 JAN -5 PM 3:56

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.

Carol A. Conard  
Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 3 day of Jan



Jerrold B. Oliver  
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. 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 5th day of January, 1989

Mary E. Welty  
Shirley G. Henry, Deputy  
Recorder



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

WINTERSSET, IOWA  
COUNTY SHERIFF

240  
M

TO: G. LOUIS OBERBECK and MONA L. OBERBECK

SEP 4 1985

R. R. #1

Winterset, IA 50273

You and each of you are hereby notified:

(1) The terms of the written contract dated December 23, 1983, and executed by Kenneth L. Conard and Carol A. Conard, husband and wife.

as Vendors, and G. Louis Oberbeck and Mona L. Oberbeck, as Vendees,

for the sale of the following described real estate:

See description attached.

has not been complied within the following specific particulars:

- (a) The principal balance due and owing on said contract on September 1, 1985, has not been paid. 42,784.72
- (b) Accrued interest from August 16, 1985, on said amount of \$42,784.72 at the rate of 13 1/2% per annum has not been paid. \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

**Total \$42,784.72 plus accrued interest**

(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 \$ NONE (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

KENNETH L. CONARD and CAROL A. CONARD

Vendors (or Successors in Interest)

Chapter 656, The Code

By Jerry B. Oliver Their Attorney—  
WEBSTER, JORDAN, OLIVER & WALTERS  
 Address: Farmers & Merchants State Bank Bldg.  
P.O. Box 230  
Winterset, IA 50273-0230  
Telephone: 515-462-3731

### 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>Mona L. Oberbeck</u>	<u>9/4/85</u>	<u>Residence</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

RETURN OF SERVICE — Personal

STATE of Iowa

SS.

County of Madison

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
Mona L. Oberbeck	4th	Sept	1985	Union	Madison	Iowa
					Sheriff Paul D. Welch Madison County 220 N. 1st Ave. Winterset, IA 50273 Phone 515-462-3575	

*C. J. Nicholl*

C. J. Nicholl, Deputy Sheriff

Subscribed in my presence and sworn to before me by the affiant \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_, Notary Public in the above State.

FEES

Service ..... \$ 15.00  
 Copies ..... \$ \_\_\_\_\_  
 Mileage ..... \$ 11.52  
 Total ..... \$ 26.52

*09/06/85  
for  
Blount  
Atty  
pm,*

RETURN OF SERVICE — Leaving Copy

STATE OF Iowa

SS.

County of Madison

The undersigned, being first duly sworn, upon oath deposes and states that on September 4,  
19 85, he served the notice on the reverse side on G. Louis Oberbeck

at his usual dwelling house or usual place of abode in the ~~City, Town~~ or Township of Union

in Madison County, \_\_\_\_\_, and which place was not a rooming house, hotel, club or

apartment building, by there delivering a copy of the notice to Mona L. Oberbeck

\_\_\_\_\_ a person residing there who was then at least eighteen years old.

Sheriff Paul D. Welch  
Madison County  
220 N. 1st Ave.  
Winterset, IA 50273  
Phone 515-462-3575

*C. J. Nicholl*

C. J. Nicholl, Deputy

Subscribed in my presence and sworn to before me by the affiant \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_, Notary Public in the above State.

A tract of land described as commencing at the Northeast Corner of the Northeast Quarter (1/4) of Section Twenty-six (26), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M. Madison County, Iowa which is also the point of beginning, thence due South 768.2 feet along the East line of said Section Twenty-six (26) thence North 22° 06' West 59.4 feet along the centerline of a County Road, thence North 32° 14' West 203.7 feet, thence North 41° 42' West 236.9 feet thence North 57° 22' West 322.0 feet, thence North 74° 42' West 469.3 feet, thence North 62° 48' West 106.8 feet to the North line of said section, thence North 89° 05' East 1107.6 feet to the point of beginning, containing 6.5083 acres including 1.0129 acres of county road right-of-way.

SEP 4 1985