



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.

Compared

COMPUTER

FILED NO. 1436
BOOK 54 PAGE 688

1989 JAN 13 PM 3:10

IND.
REC.
PAGE

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.

John E. Casper
John E. Casper Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 13th day of January, 19 89

Beth Flander 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 13th day of January, 19 89

Mary E. Welty
Shirley G. Henry
Recorder
Deputy



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

RECEIVED
1988 NOV -1 AM 11: 25
MAHASKA COUNTY SHERIFF

TO: TAMMY K. RUSSELL
2109 Pierce
Sioux City, Iowa 51104

You and each of you are hereby notified:

(1) The terms of the written contract dated October 20, 1987 and executed by Union State Bank as Vendors, and Tammy K. Russell, as Vendees,

for the sale of the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MAHASKA COUNTY SHERIFF
RECORDED

has not been complied within the following specific particulars:

- (a) Failure to make the monthly payment in the sum of \$300.00 due on June 5, 1988 \$300.00
- (b) _____
- (c) _____
- (d) _____

Total \$300.00

FILED
80 DEC 5 AID: 27
MAHASKA COUNTY

(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 (or Successors in Interest)

John E. Casper
By John E. Casper Their Attorney—
Flander and Casper
Address: 223 East Court
P. O. 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

RETURN OF SERVICE — Personal

STATE of Mass
County of Woodbury ss.

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
<u>Sammy K. Russell</u>	<u>7</u>	<u>12</u>	<u>1988</u>	<u>Sisney Co. Woodbury</u>	<u>Mass</u>	<u>Mass</u>

Deputy Sheriff Lynn Dams

Subscribed in my presence and sworn to before me by the affiant December 7, 19 88

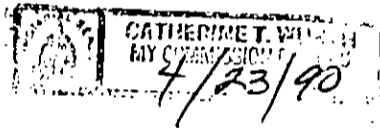


Catherine T. Heath

Rita K. Wood, Notary Public in the above State.

FEEES

Service \$ 10.00
Copies \$ _____
Mileage \$ 210
Total \$ 12.10



RETURN OF SERVICE — Leaving Copy

STATE OF _____, ss.
County of _____

The undersigned, being first duly sworn, upon oath deposes and states that on _____ 19____, he served the notice on the reverse side on _____ at his _____ dwelling house or usual place of abode in the City, Town or Township of _____ in _____ County, _____, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to _____ a person residing there who was then at least eighteen years old.

Subscribed in my presence and sworn to before me by the affiant _____, 19____

_____, Notary Public in the above State.

EXHIBIT A

A tract of land commencing in the middle of the public highway at the Southwest corner of the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), 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. $3\frac{1}{4}$ acres of the N. 36 rods and 8 feet of the South Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), 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 and easement over the E. 15 feet thereof.

Cont

EXHIBIT A