



# 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.

**Compared**  
FILED NO. 73  
BOOK 125 PAGE 705  
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MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$15.00

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.

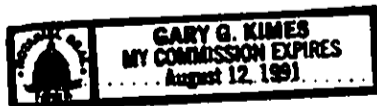
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee(s)' rights in such contract in accordance with Code Chapter 656.

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 D. Lloyd  
John D. Lloyd Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 11th day of July 1989



Gary G. Kimes  
Notary Public In and for The State of Iowa.

The space as indicated above, is reserved to conveniently "tellor" 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 14 day of July, 1989.

Mary E. Welty  
Recorder

# Return of Service *Notice of Perfection of Real Estate Contract*

State of Iowa  
Clarke County

I, John A. Stearns Sheriff of Clarke County, Iowa, being duly sworn on oath, depose and state as follows, to-wit: That the above and foregoing Notice came into my hands on the 31 day of May, 1989, and that I served the same on the defendants Mike R. Haines and Patricia A. Haines by delivering a copy thereof to him, her, them personally on May 31, 1989, Time: 10:20 AM, Address or place of service Washington in township, Clarke County, Iowa.

~~I further certify, swear and affirm that I served the same on the defendant, \_\_\_\_\_ at his, hers, their dwelling, house or usual place of abode in \_\_\_\_\_ Township, \_\_\_\_\_ County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by delivering a copy thereof to \_\_\_\_\_, a person residing therein who was then at least eighteen (18) years old, on \_\_\_\_\_, 19\_\_\_\_.~~

That the statements and allegations herein before made are true and correct as I verily believe.

FEES:	
Service—\$	<u>10.00</u>
Copies—\$	<u>3.00</u>
Mileage—\$	<u>5.50</u>
Total—\$	<u>19.50</u>



John A. Stearns  
Sheriff Clarke County, Iowa

By \_\_\_\_\_ Deputy



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO Mike R. Garner and Patricia A. Garner

R. R. 2

Truro, Iowa 50257

You and each of you are hereby notified:

(1) The terms of the written contract dated October 1 1980, as executed by

William H. Symington, IV and Myong Sun Symington

as Vendors, and Mike R. Garner and Patricia A. Garner

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CLARKE COUNTY  
SHERIFF'S OFFICE  
CLARKE COUNTY, IOWA

, as Vendees,

for the sale of the following described real estate:

A tract of land described as follows, to-wit: Commencing at the Southeast corner of the North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; Running thence West 527 feet, thence North 330 feet, thence East 195 feet, thence North 330 feet, thence East 332 feet, thence South to the place of beginning

has not been complied within the following specific particulars:

(a) Monthly payments, June, 1988 through April, 1989	<u>\$ 3,685.00</u>
(b)	<u>                    </u>
(c)	<u>                    </u>
(d)	<u>                    </u>
<b>Total</b>	<b>\$ 3,685.00</b>

(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.

Clarke County State Bank

Vendors (or Successors in Interest)

By John D. Lloyd Their Attorney—

Address: 200 W. Jefferson, Box 199

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

_____	_____	_____
_____	_____	_____
_____	_____	_____