

109-235



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.

FILED NO. 340

BOOK 126 PAGE 19

89 AUG 23 PM 4: 01

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee \$15.00

Compared

IND _____
REC _____
PAGE _____

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.

Jerrold B. Oliver
Jerrold B. Oliver Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 23rd day of AUGUST, 1989

Julia A. Snyder
Julia A. Snyder Notary Public in and for said County.

The space as indicated above, is reserved to conveniently "teller" for special situations and to set forth facts to sustain notice by publication or for both of such purposes. See Section 654.3; R.C.P. 40, 40.1 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 23 day of AUGUST, 1989

Mary E. Welty
Recorder

DEED RECORD 126



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: JOSEPH L. GODFROY and SHERILYN J. GODFROY
339 Marlou Parkway, Greenfield Township
Des Moines, Iowa 50320

You and each of you are hereby notified:

(1) The terms of the written contract dated July 31, 1979, and executed by
Gyle Alfred Rustan and Nettie Leona Rustan
as Vendors, and Joseph L. Godfroy and Sherilyn J. Godfroy
_____ , as Vendees,

for the sale of the following described real estate:

See description of real estate on the attached Exhibit "A".

has not been complied within the following specific particulars:

- (a) Failure to pay payments due on said Contract in the years 1986, \$ 4,674.00
1987, 1988 and 1989
- (b) _____
- (c) _____
- (d) _____

Total \$4,674.00

(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 \$ -0- (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Shirley Louise Brown and Ronald LeRoy Rustan

Vendors (or Successors in Interest)

Chapter 656, The Code

By Jerrold B. Oliver Their Attorney—
Jordan, Oliver & Walters
Address: P.O. Box 230
Winterset, Iowa 50273
Tel. (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>Joseph L. Godfroy</u>	<u>6-22-89</u>	<u>Des Moines, Iowa</u>
<u>Sherilyn J. Godfroy</u>	<u>7-11-89</u>	<u>Des Moines, Iowa</u>

EXHIBIT "A"

Description of real estate

A tract of land described as follows, to-wit: Commencing at the Southwest corner of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Fourteen (14), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 1,182.35 feet to the centerline of a county road; thence South $3^{\circ}59'$ East 162.60 feet; thence South $17^{\circ}13'$ East 173.40 feet; thence South $40^{\circ}46'$ East 162.85 feet; thence South $55^{\circ}28'$ East 348.45 feet; thence South $33^{\circ}48'$ East 376.20 feet; thence South $7^{\circ}00'$ East 203.66 feet to the south line of said Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); thence South $88^{\circ}26'$ West 690.35 feet to the point of beginning, containing 8.9256 acres, including 0.9594 acres of county road right-of-way.

(mirrored)