

54-512



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

COMPUTER

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF MADISON } ss:

FILED NO. 1127
BOOK 55 PAGE 459

89 NOV 27 PM 4: 17

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$15.00

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 G. Stephen Walters, attorney for Bernice Henry and Helen Skaggs, Executors of the Will of Mae N. Lane, deceased, also was acting as attorney for Tommy L. Myers, Orval F. Lane, Ward R. Lane, Virginia Stephenson, Bernice Henry and Helen Skaggs.

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.

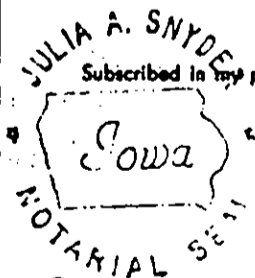
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee(s) rights in such contract in accordance with Code Chapter 656.

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.

G. Stephen Walters
G. Stephen Walters Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 27th day of November 19 89



Julia A. Snyder

..... Julia A. Snyder Notary Public in and for The State of Iowa.

● The space as 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 656.3; R.C.P. 60, 60.1 and 62. Suggested: That Personal Service could not and cannot be made upon _____ 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

Madison

STATE OF IOWA, COUNTY OF _____, 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 27 day of November, 19 89

Mary E. Welty
Recorder

STATE BAR ASSOCIATION
Mark Registered, State of Iowa, 1987

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



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

RECEIVED
MADISON COUNTY CLERK
WINTERSSET, IOWA

TO: Jerry Ward and Kimberlee J. Ward

1:35 p.m.

McKinley Street

AUG 11 1989

Truro, Iowa 50257

You and each of you are hereby notified:

(1) The terms of the written contract dated September 27, 1988, and executed by Bernice Henry and Helen Skaggs, Executors of the Will of Mae N. Lane, Deceased, as Vendors, and Jerry Ward and Kimberlee J. Ward, as Vendees,

for the sale of the following described real estate:

Lot Seven (7) and the South 43 feet of Lot Six (6) in Block Two (2) of Hull's Addition to the Town of Truro (formerly called Ego), Madison County, Iowa.

has not been complied within the following specific particulars:

- (a) Failure to make payment due July 1, 1989 \$150.00
 - (b) Failure to make payment due August 1, 1989 150.00
 - (c) Failure of buyers to provide sellers with evidence of insurance required by Paragraph 6 of above Real Estate Contract. _____
 - (d) _____
- Total \$300.00**

(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 \$ 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.

4. All payments required above and all provision of evidence of insurance required above should be made or delivered to the office of the vendors' attorneys at the address given to the right.

BERNICE HENRY and HELEN SKAGGS, Executors of the Will of Mae N. Lane, Deceased

Vendors (or Successors in Interest)

JORDAN, OLIVER & WALTERS

By Stephen Walters Their Attorney-S

Address: Farmers & Merchants State Bank Bldg.
P. O. Box 230
Winterset, Iowa 50273
Telephone: 515-462-3731

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

In the Iowa District Court of Madison County

Case Name: Bernice Henry & Helen Skaggs vs Jerry & Kimberlee J. Ward	RETURN OF SERVICE: <input checked="" type="checkbox"/> Personal	Type of Service Code 1
Case NO:	<input type="checkbox"/> Dwelling/Substitute	2
Notice recd. this date: 15 Aug 1989	<input type="checkbox"/> Hotel, Boarding/Rooming House	3
STATE OF IOWA)	<input type="checkbox"/> Corporation/Association	4
) SS	<input type="checkbox"/> Official (State, County City)	5
Madison County)	<input type="checkbox"/> Spouse away from Residence	6
	<input type="checkbox"/> Other	7


I certify that I served acopy of:

- | | |
|--|--|
| <input type="checkbox"/> Petition and Original Notice | <input type="checkbox"/> Order Filed |
| <input type="checkbox"/> Modification/Application and Notice | <input type="checkbox"/> Writ |
| <input type="checkbox"/> Order to Show Cause | <input checked="" type="checkbox"/> Other: Notice of Forfeiture of
Real Estate Contract |

Served:

Jerry Ward at 7700 Northwest Beaver (Camp Dodge), Johnston, Polk County, Iowa 1
on 17 August 1989.
Kimberlee J. Ward at 7700 Northwest Beaver (Camp Dodge), Johnston, Polk County 1
Iowa, on 17 August 1989.

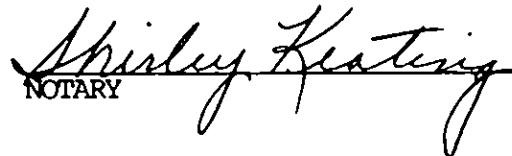
Fees:
Service: \$40.00


DANNY L. WHITE

Fees charged to Vendors Atty.

Subscribed and sworn before me this 18th day of August 1989, in Winterset, Iowa.




NOTARY

30 days up Sept 19, 1989