



# 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

FILED NO. 1273

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89 DEC 19 AM 11:16

IND.   
REC.   
PAGE

MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA

Fee \$10.00

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.

Donna E. Schardein  
(Donna E. Schardein) Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 15<sup>th</sup> day of February 19 89

Dean R. Nelson

(Dean R. Nelson) 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. 40, 40.1 and 42. 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 19 day of December, 19 89

Mary E. Welty  
Recorder



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Timothy James Clague and Peggy S. Clague  
921 1/2 Railroad Ave. 1408 S. Lawn Drive  
Apt. #1  
Perry, IA 50220 Des Moines, IA 50315

You and each of you are hereby notified:

(1) The terms of the written contract dated May 24, 1984, 19    , and executed by Donna Schardein

as Vendors, and Timothy James Clague and Peggy S. Clague  
 \_\_\_\_\_, as Vendees.

for the sale of the following described real estate:

Lot Eight (8) and the South 25 Feet of Lot Nine (9) in Block One (1) of the Original Town of Earlham, Madison County, Iowa.  
 Said real estate contract was filed of record June 21, 1984, in Book 51, Page 743.

has not been complied within the following specific particulars:

- (a) You have failed to make the monthly payments for May, June, July, August, September, October, November and December of 1988 in the sum of \$263.27 per month for a \_\_\_\_\_
  - (b) total sum of \_\_\_\_\_ \$ 2,106.16
  - (c) You have failed to maintain insurance coverage as provided by said real estate contract. \_\_\_\_\_
  - (d) You have failed to pay the real estate taxes due in March of 1988 and September of 1988. \_\_\_\_\_
- Total 2,106.16**

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

Donna Schardein

Vendors (or Successors in Interest)

By *Dean R. Nelson*  
 (Dean R. Nelson) Their Attorney  
 Address: 705 Main Street, P.O. Box 370  
Earlham, IA 50072

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
<u><i>Timothy James Clague</i></u> (Timothy James Clague)	<u>1-10-89</u>	<u>901 X R &amp; W B Perry Ia.</u>
<u><i>Peggy Sue Clague</i></u> (Peggy S. Clague)	<u>1-17-89</u>	<u>2116 Jackson St. Des Moines 50317</u>
_____	_____	_____
_____	_____	_____