

IOWA STATE BAR ASSOCIATION  
Official Form No. 116 (Trade-Mark Registered, State of Iowa, 1987)

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



# 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.

Lot Four (4) in Block Four (4) of Danforth's  
Addition to the Town of Winterset, Madison  
County, Iowa

*Casper*

FILED NO. 1502

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90 JAN 19 PH 3:25

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 16th day of January 1990

*Beth Flander*

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 19 day of JANUARY 1990

*Mary E. Welty*  
Recorder



RETURN OF SERVICE — Personal

STATE of IOWA

ss.

County of MADISON

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
RICHARD J. McCONNELLEE	10th	November	1989	Center	Madison	Iowa
MARY JANE McCONNELLEE	10th	November	1989	Center	Madison	Iowa

PAUL D. WELCH, SHERIFF

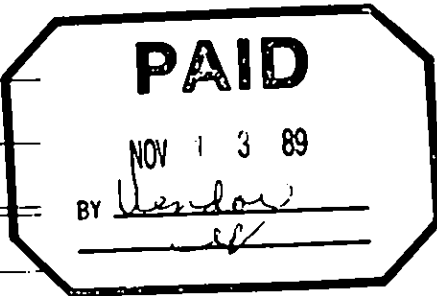
Ken Burk, Deputy

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

Notary Public in the above State.

FEEES

Service ..... \$ 15.00  
 Copies ..... \$ .....  
 Mileage ..... \$ 4.80  
 Total ..... \$ 19.80



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.



# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: <u>Richard J. McConnelee and Mary Jane McConnelee</u>	<u>ITT Financial Services and formerly known as Thorp Credit, Inc.</u>	<u>Sherry A. Tolley</u>
<u>Contract Vendee</u>	<u>2700 University Ave. West Des Moines, IA 50265</u>	<u>person in possession 602 E. Benton St Winterset, IA 50273</u>
<u>R.R. 3 Sunrise Trailer Court Winterset, Iowa 50273</u>		

You and each of you are hereby notified:

(1) The terms of the written contract dated October 17, 1980, and executed by Union State Bank

as Vendors, and Richard J. McConnelee and Mary Jane McConnelee, as Vendees,

for the sale of the following described real estate:

**Lot Four (4) in Block Four (4) of Danforth's Addition to the Town of Winterset, Madison County, Iowa**

has not been complied within the following specific particulars:

- (a) monthly installment payments in the sum of \$470.00 \$19,740.00 each accrued for the period from June 1, 1986
  - (b) through November 1, 1989 inclusive; and, delinquent 4,987.00 property taxes in the sum of \$4,987.00 plus penalty
  - (c) \_\_\_\_\_
  - (d) \_\_\_\_\_
- Total \$24,727.00**

(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.

UNION STATE BANK

Vendors (or Successors in Interest)

By John E. Casper Their Attorney—  
Flender and Casper  
 Address: 223 East Court Avenue  
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
<u>Sherry A. Tolley</u>	<u>December</u> , 1989	<u>Winterset, Iowa</u>
<u>ITT Financial Services</u>	<u>December 12</u> , 1989	<u>West Des Moines, Iowa</u>
By <u>Jerry J. Kasim</u> Manager, ITT Financial Services	<u>12-13-89</u>	