

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN:	ļ
STATE OF IOWA	
COUNTY OF DALLAS	
The undersigned, first being duly sworn upon oath (or upon affirmation) deposes an	d statos:
That the relationship of the undersigned to this transaction appears from the Notice tract, hereto attached, together with return(s) of service thereof; which Notice and return of this affidavit as fully as if set forth herein; that by reason of such relationship the personal knowledge of such affiant.	ca of Forfeiture of Real Estate Con-
That the parties served, as shown by said returns, included all parties in possessi of service of said notice.	
	COMPUTED
Compa	FILED NO. 128 PACE 166
	BOOK 128 PAGE 166
	90 OCT -5 PH 3: 49
	MARY E.WELTY RECORDER MADISON COUNTY, 10WA
	Fee \$10.00
That, as shown by such returns, more than 30 days have passed since the service o	f such Notice.
That the default(s) mentioned in said Notice (has) (have) not been removed nor plant by said vendee(s), nor by anyone; and that therefore the terms and conditions as to whave not been performed within the 30 days mentioned in said Notice, nor at any time offered or tendered by said vendees or anyone; that vendor(s) have (has) retaken poss the expiration of said 30 day period.	by anyone: nor has any sum been ession of said real estate following
That the Real Estate Contract mentioned in said Notice specifically provides for tin such contract in accordance with Code Chapter 656.	the forfeiture of the vendee(s') rights
That none of the parties upon whom such Notice of Forfeiture was so served, was Notice upon them, or at the time of making this affidavit, in the military service or wit States of America, or are they or any of them in any way entitled to any rights under lief Act or similar act or acts amendatory thereof or supplementary thereto.	h the Armed Forces of the United
That this affidavit is made as supporting proof, record and notice, that the contra- feiture is now null and void, stands forfeited and cancelled and is of no force and affi	ct whatsoever.
Wayne H. Gead	lelmann Affiant
Subscribed in my presence and swom to (or affirmed) before me by the said Affiant this 24th	dey of September 19 90
HELEN T. BARTON MY COMMISSION FOREITS	J. Buley
1	otary 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 both of such purposes. See Section 456.3; R.C.P. 60, 60.1 and 62. Suggested: That Personal Service could not end end	cennot be made upon
Code Chapter 656 RECORDER'S CERTIFICATE	
STATE OF IOWA, COUNTY OF MADISON	
The undersigned Recorder in and for said County in the State aforesaid, hereby together with Notice and returns thereto attached was filed in the said Recorder's Osaid Notice to be served as shown by the Notice, on the 5th day of Octob	ffice by the party or parties causing
Mary E.	Welty Recorder
Shisley >	J. Henry Seput
This Printing September, 1985	116 AFFIDAVIT IN SUPPORT OF FORPEITURE // OF REAL ESTATE CONTRACT

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: John P. Nelson
Route #1, Box 112
St. Charles, Iowa 50240

Jerrilee A. Nelson Route #1, Box 112 St. Charles, Iowa 50240

You and each of you are hereby notified:

1. That the written contract dated September 30, 1977, and Amendment to Real Estate Contract dated September 25, 1987, and Amendment to Real Estate Contract dated January 16, 1989, executed by Lloyd W. Duncan and Bette Duncan, husband and wife, as Vendors, and Brenton Bank and Trust Company, Adel, Iowa, as Successors in Interest, and John P. Nelson and Jerrilee A. Nelson, husband and wife, as joint tenants with right of survivorship, as Vendees for the sale of the following described real estate:

East One-half $(\frac{1}{2})$ of the Southwest Quarter of Section 16, Township 75 North, Range 26, West of the 5th P.M., Madison County, Iowa,

has not been complied with, in respect to the terms and conditions of said contract in the following specific particulars:

Payment di	ue	3-15-89	 225.00
Payment di	ue	4-15-89	 225.00
Payment d	ue	5-15-89	 225.00
Payment d	ue	6-15-89	 225.00
Payment d	ue	7-15-89	 225.00
Payment d	ue	8-15-89	 225.00
Payment d	ue	9-15-89	 225.00
Payment d	ue	10-15-89	 225.00
Payment d	lue	11-15-89	 225.00
Payment d	lue	12-15-89	 225.00
Payment d	lue	1-15-90	 225.00
Payment d	lue	1-15-90	 225.00
Payment d	lue	2-15-90	 225.00
Payment d	lue	3-15-90	 225.00
Payment d	lue	4-15-90	 225.00
Payment d	lue	5-15-90	 225.00
Payment d	lue		 225.00
Payment d	lue	7-15-90	 225.00
			\$4,050.00

2. That said contract and amendments to contract will stand forfeited and cancelled as by its terms and provisions it may be, unless the parties in default within 30 days after the completed service of this notice, shall perform the said terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

BRENTON BANK AND TRUST COMPANY Vendors (or Successors in Interest)

Wayne H. Geadelmann, President

P.O. Box 157 Adel, Iowa 50003

ACKNOWLEDGEMENT OF SERVICE

The undersigned, on the date hereinafter set forth, hereby acknowledge due, timely and legal service of the foregoing notice, and acknowledge receipt of copy thereof at the time and place set opposite our respective names.

x John nem	Date of Service	Place of Service Wynstyses Is
X Jerrilee ahelson	7/22 10	Wonteront, Je