



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 (of ~~X~~ ~~up~~ ~~on~~ ~~the~~ ~~oath~~) 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.

COMPUTER

FILED NO. 2353

BOOK 55 PAGE 747

90 MAY 14 PM 3:42

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 14th day of May, 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 15 day of May, 1990

Mary E. Welty
Mary Welty Recorder
Shirley S. Henry Deputy

IOWA STATE BAR ASSOCIATION

FOR THE LEGAL EFFECT OF THIS FORM, CONSULT YOUR LAWYER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

WISCONSIN COUNTY WINTERSSET

5:10 pm QH

TO: RICHARD M. MARTIN AND KAREN K. MARTIN, BOX 74, PATTERSON, IOWA 50218; APPOLINARY E. KLONECKI AND EVELYN C. KLONECKI, P. O. BOX 334, GALESVILLE, WISCONSIN 54630-0334

You and each of you are hereby notified:

(1) The terms of the written contract dated March 11, 1986, and executed by Chancey R. Wetzel and Mayola M. Wetzel as Vendors, and Appolinary E. Klonecki and Evelyn C. Klonecki, as Vendees,

for the sale of the following described real estate:

Lot Five (5) in Block Two (2) in Town of Patterson

has not been complied within the following specific particulars:

- (a) Balloon payment in the sum of \$12,739.01 due on March 5, 1990; (b) interest upon the unpaid principal amount of \$12,602.49 from March 5, 1990 at the rate of \$4.49 per diem until paid; and, failure to pay the property taxes for the fiscal year commencing on July 1, 1989 in the sum of \$68.00 plus penalties.

Total \$12,941.71

(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.

CHANCEY R. WETZEL ESTATE AND

MAYOLA M. WETZEL

Vendors (or Successors in Interest)

By John E. Casper (FLANDER and CASPER) Their Attorney Address: 223 East Court Ave. 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.

Table with 3 columns: Name, Date of Service, Place of Service. Row 1: Karen Martin, 4-10-90, [blank]

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
Karen K. Martin	10th	April	1990	Crawford	Madison	Iowa

Paul D. Welch, Sheriff
Madison County

Craig Busch

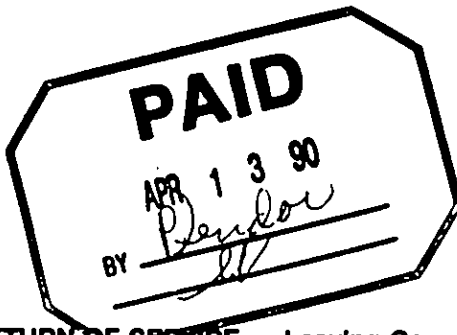
Craig Busch, Deputy

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..... \$ 10.80
 Total..... \$ 25.80



RETURN OF SERVICE — Leaving Copy

STATE OF Iowa

ss.

County of Madison

The undersigned, being first duly sworn, upon oath deposes and states that on April 10 19 90, he served the notice on the reverse side on Richard M. Martin at his usual dwelling house or usual place of abode in the Crawford Township of Madison County, IA, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to Karen K. Martin, wife

a person residing there who was then at least eighteen years old. Paul D. Welch, Sheriff

Madison County

Craig Busch

Craig Busch, Deputy

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

_____, Notary Public in the above State.

THE IOWA STATE BAR ASSOCIATION

FOR THE LEGAL EFFECT OF THIS FORM, CONSULT YOUR LAWYER



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APPOLINARY E. KLONECKI AND EVELYN C. KLONECKI, P. O. BOX 334,
GALESVILLE, WISCONSIN 54630-0334

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- (b) interest upon the unpaid principal amount of Interest 134.70 \$12,602.49 from March 5, 1990 at the rate of
- (c) \$4.49 per diem until paid; and, failure to pay Taxes 68.00 the property taxes for the fiscal year commencing
- (d) on July 1, 1989 in the sum of \$68.00 plus penalties.

Total \$12,941.71

(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.

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John E. Casper (FLANDER and CASPER) Their Attorney
Address 223 East Court Ave.
P. O. Box 67
Winterset, Iowa 50273-0067
Tele: (515) 462-4912

Chapter 656, The Code

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	Date of Service	Place of Service
<u>Appolinary E. Klonecki</u>	<u>4-10-90</u>	<u>Galesville, Wisconsin</u>
<u>Evelyn C. Klonecki</u>	<u>4-10-90</u>	<u>Galesville, Wisconsin</u>
_____	_____	_____
_____	_____	_____