



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.

That the undersigned G. Stephen Walters is the attorney for Miles Homes Division of INSILCO CORPORATION, the vendor on the attached Notice of Forfeiture of Real Estate Contract.

FILED NO. 67
BOOK 126 PAGE 779
90 JUL -9 PM 1:30
MARY E. WHITE
RECORDER
MADISON COUNTY, IOWA
Fee \$15.00

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.

G. Stephen Walters
G. Stephen Walters Affiant



Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 6 day of July 19 90

Shirley Keating
Shirley Keating 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 9 day of July, 1990

Mary E. White
Shirley G. Henry Deputy Recorder



**NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT**

TO: Jim J. Frueh

344 PAI ETI
MAY 25 1988

You and each of you are hereby notified:

(1) The written contract dated April 20, 19 88, and executed by
Miles Homes Division of INSILCO CORPORATION
as Vendors and Jim J. Frueh
as Vendees,

for the sale of the following described real estate:

Lot Six (6) of Cunningham Rural Estates Sub-District, Madison County, Iowa, located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14) and in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-three (23), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa,

has not been complied with in the following particulars:

- (a) \$149.48 of the \$220 payment due on or before June 5, 1989, has \$149.48 not been paid
- (b) \$220 payments due on or before the 5th day of each month there-2420.00 after until May 5, 1990, have not been paid for a total of \$2,420.
- (c) \$312 in delinquent real property taxes, penalty and interest due in that amount if paid before the end of May of 1990 have not 312.00 been paid

Total \$2,881.48

(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 of the Code of Iowa 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 necessary to prevent the above described forfeiture shall be paid through the vendor's attorneys at the address given to the right.

MILES HOMES DIVISION OF INSILCO CORPORATION

Vendors (or Successors in Interest)

By G. Stephen Walters Their Attorney &
JORDAN, OLIVER & WALTERS
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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

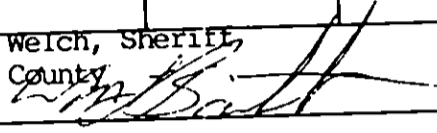
RETURN OF SERVICE — Personal

STATE of IOWA }
 County of MADISON } ss.

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
Jim J. Frueh	31st	May	1990	Crawford	Madison	Iowa

Paul D. Welch, Sheriff,
 Madison County

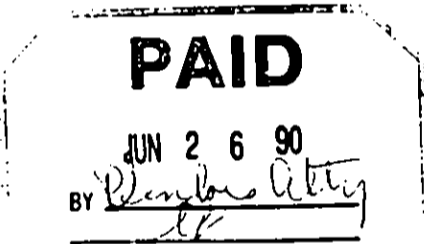


Subscribed in my presence and sworn to before me by the affiant Wm. L. Bartelson, Deputy, 19___

_____, Notary Public in the above State.

FEES

Service \$ 10.00
 Copies \$ _____
 Mileage \$ 14.40
 Total \$ 24.40



RETURN OF SERVICE — Leaving Copy

STATE of _____ }
 County of _____ } ss.

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/her _____ 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.