

FILED NO. **443**
BOOK 128 PAGE 59
90 AUG 27 AM 9:02
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$ 20.00



**AFFIDAVIT IN SUPPORT OF FORFEITURE
OF REAL ESTATE CONTRACT**

TO WHOM IT MAY CONCERN:

STATE OF IOWA
COUNTY OF POLK } ss:

Compared

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, 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) has (have) retaken possession of said real estate following the expiration of said 30 day period.

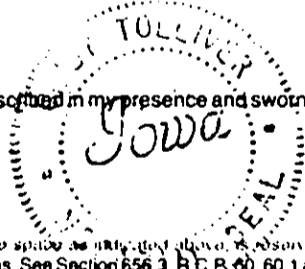
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s)' rights in such contract in accordance with Code Chapter 656.

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.

MAXINE H. YOUMANS
By: *Richard K. Updegraff*
Richard K. Updegraff, Attorney Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 23rd day of August, 19 90.



Cindy Tolliver
Cindy Tolliver Notary Public in and for The State of Iowa.

The space provided above is reserved to conveniently refer to special situations and to set forth facts to sustain notice by publication or for both of such purposes. See Section 656 J, R.C.C. 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: _____

Iowa 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 27th day of AUGUST, 19 90.

Mary E. Welty
Recorder

When recorded, return to:
Richard K. Updegraff, Esq.
BROWN, WINICK, GRAVES, DONNELLY, BASKERVILLE AND SCHOENEBAUM
Suite 1100 Two Ruan Center
DES MOINES, IOWA 50309

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Jerry D. Myers Daniel Patterson
R.R. 1, Box 120 R.R. 1
Peru, IA 50222 Peru, IA 50222

You and each of you are hereby notified:

(1) The terms of the written contract dated October 1, 1984, and executed by Phil Youmans and Maxine H. Youmans as Vendors, and Jerry D. Myers and Earl R. Myers as Vendees, for the sale of the following described real estate:

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) and the East Half (E 1/2) of the Southwest Quarter (SW 1/4); the East Three-fourths (E 3/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4); the East 30 Acres of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4); and the North 7 Acres of the West 10 Acres of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), all in Section Twenty-three (23); and the North 30 Acres of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

has not been complied with in the following specific particulars:

Table with 2 columns: Description of default and Amount. Rows include: (a) Failure to make payment due 3-1-90 \$ 10,000.00; (b) Failure to make payment of interest accrued; (c) pursuant to contract (thru 7-6-90) (\$2.74 per diem) 345.24; (d) Failure to pay real estate taxes (thru 6-30-90) 2,853.00; Total \$ 13,198.24

(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.

MAXINE H. YOUMANS Vendors (or Successors in Interest)

Chapter 656, The Code

By [Signature] Their Attorney
Address: Suite 1100 Two Ruan Center
601 Locust Street
Des Moines, IA 50309

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.

Jerry D. Myers Date of Service 7-14-90 Place of Service

**NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT**

JUL 20 90

12:07 AM/PM

TO: Jerry D. Myers Daniel Patterson
R.R. 1, Box 120 R.R. 1
Peru, IA 50222 Peru, IA 50222

You and each of you are hereby notified:

(1) The terms of the written contract dated October 1, 1984, and executed by Phil Youmans and Maxine H. Youmans as Vendors, and Jerry D. Myers and Earl R. Myers as Vendees, for the sale of the following described real estate:

The West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$); the East Three-fourths ($E\frac{3}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$); the East 30 Acres of the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$); and the North 7 Acres of the West 10 Acres of the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), all in Section Twenty-three (23); and the North 30 Acres of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-two (22), all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

has not been complied with in the following specific particulars:

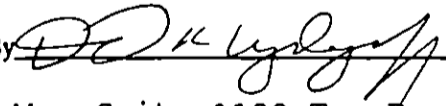
| | |
|--|-----------------------------|
| (a) Failure to make payment due 3-1-90 | <u>\$ 10,000.00</u> |
| (b) Failure to make payment of interest accrued | <u> </u> |
| (c) pursuant to contract (thru 7-6-90) (\$2.74 per diem) | <u>345.24</u> |
| (d) Failure to pay real estate taxes (thru 6-30-90) | <u>2,853.00</u> |
| Total | <u>\$ 13,198.24</u> |

(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.

MAXINE H. YOUNANS
Vendors (or Successors in Interest)

Chapter 656, The Code

By  Their Attorney
Address: Suite 1100 Two Ruan Center
601 Locust Street
Des Moines, IA 50309

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>Daniel Patterson</u> | <u> </u> | <u> </u> |

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 |
|------------------|------|-------|------|------------------------|---------|-------|
| Daniel Patterson | 20th | June | 1990 | Scott | Madison | Iowa |
| | | | | | | |
| | | | | | | |
| | | | | | | |

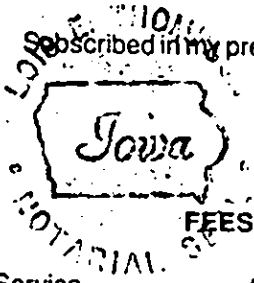
Paul D. Welch, Sheriff
Madison County

Ken Burt, Deputy

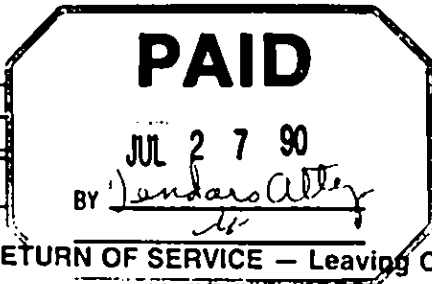
July 23rd, 19 90

Lois E. Thompson

Lois E. Thompson, Notary Public in the above State.



Service \$ 10.00
 Copies \$
 Mileage \$ 6.24
 Total \$ 16.24



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.

Richard K. Updergraff
Brown Law Firm, Suite 1100
Two Ruan Center, 601 Locust St, DM 50309

MAK