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



## AFFIDAVIT IN SUPPORT OF FORFEITURE 800% 1287AGE 59... OF REAL ESTATE CONTRACT

90 AUG 27 AM 9: 02

TO WHOM IT MAY CONCERN:	(Compared	MARY E.WELTY RECORDER
STATE OF IOWA	( -	HADISON COUNTY, 10WA
COUNTY OF POLK		Fee \$ 20.00
The undersigned, first being duly sworn upon oath (or upon affirmation) depose	es and states:	
That the relationship of the undersigned to this transaction appears from the <b>Notitogether with return(s) of service thereof</b> ; which Notice and return(s) are by this herein; that by reason of such relationship the facts herein stated are within the p	s reference made a part of thi	s affidavit as fully as if set forth
That the parties served, as shown by said returns, included all parties in possession	n of said real estate at the time o	of service of said notice.
That, as shown by such returns, more than 30 days have passed since the ser	rvice of such Notice.	
That the default(s) mentioned in said Notice (has) (have) not been removed not by anyone; and that therefore the terms and conditions as to which there is and days mentioned in said Notice, nor at any time by anyone; nor has any sum been of has (have) retaken possession of said real estate following the expiration of said	I has been a default have no offered or tendered by said ver	t been performed within the 30
That the Real Estate Contract mentioned in said Notice specifically provides to accordance with Code Chapter 656.	or the forfeiture of the vender	e's(s') rights in such contract in
That none of the parties upon whom such Notice of Forfeiture was so served, at the time of making this affidavit, in the military service or with the Armed Force in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similarly.	s of the United States of Ame	rica, or are they or any of them
That this affidavit is made as supporting proof, record and notice, that the convoid, stands forfeited and cancelled and is of no force and effect whatsoever.	AXINE H. YOUMANS	
TOLCA RI	p.QQ /c lyde ichard K. Upwegraf	Attorney Affiant
Subsofficed in my presence and sworn to (or affirmed) before me by the said Affiant		•
(12000.10)	·	
Cindy Tolliver	Cindy To	
Citidy for iver	Notary Public in and for	The State of Iowa.

Iowa 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 certifies that the foregoing affidavit together with Notice and 

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

\* lowe State Bar Association This Printing April, 1990

116 AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT Revised March, 1990

## NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

Daniel Patterson

TO: Jerry D. Myers

R.R. I, BOX 120	R.R. I	<del></del>
Peru, IA 50222	Peru, IA 50222	
You and each of you are hereby notified:		
(1) The terms of the written contract dated October	er 1, 1984, and executed by	Phil Youmans and
Maxine H. Youmans as Vendors, and Jerry		
the sale of the following described real estate:	DI MICKE UNA DAZI MI	111 02 D us Voluces, 101
the sale of the following described real exact.		
The West Half (W½) of the Southe (E½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of East 30 Acres of the Northwest Quarter (SW¼); and the North 7 Northwest Quarter (NW¼) of the Section Twenty-three (23); and Quarter (NE¼) of the Southeast (22), all in Township Seventy-f (27) West of the 5th P.M., Madi	W¼); the East Three-for the Southwest Quarter (NW¼) of Acres of the West 10 southwest Quarter the North 30 Acres of Quarter (SE¼) of Section (75) North, Range	ourths (E 3/4) ter (SW½); the the Southwest Acres of the (SW½), all in the Northeast ion Twenty-two
has not been complied with in the following specific parti	oulars.	
has not been complied with in the following specific parti (a) Failure to make payment due		\$ 10,000.00
		3 10.000.00
		245 24
(c) pursuant to contract (thru	• •	
(d) Failure to pay real estate	•	
	Total	\$ 13,198.24
(2) The contract shall stand forfeited unless the part notice, shall perform the terms and conditions in default, (3) The amount of attorney fees claimed by the Ven to exceed \$50.00). Payment of the attorney fees is not re-	dors pursuant to Section 656.7. The	e Code. is \$ 50.00 (not
	MAXINE H. YOUMANS	
	Vendor	s (or Successors in Interest)
ol , cec mi o i	- 00 4 1 O	11
Chapter 656, The Code	By Harry	Their Attorney_
	Address: Suite 1100 T	wo Ruan Center
	601 Locust S	
	Des Moines,	IA 50309
ACKNOWLEDGI	EMENT OF SERVICE	
The made size of basely columns and a doc discolumn	d land assiss of this matics, and a	-k-audadae resaint of a soon
The undersigned hereby acknowledge due, timely an at the time and place set opposite their respective names	s.	cknowledge receipt of a copy
	Date of Service	Place of Service
Day D Yhrens	7-14-90	
Jerry D. Myers		

## NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

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ACKNOWLEDGEMENT OF SER  The undersigned hereby acknowledge due, timely and legal service of this at the time and place set opposite their respective names.	AM/PM
Peru, IA 50222  You and each of you are hereby notified:  (1) The terms of the written contract dated October 1, 1984, and Maxine H. Youmans as Vendors, and Jerry D. Myers and the sale of the following described real estate:  The West Half (W½) of the Southeast Quarter (E½) of the Southwest Quarter (SW¼); the East of the Southwest Quarter (SW¼); the East of the Southwest Quarter (SW¼); and the North 7 Acres of the Northwest Quarter (NW¼); and the North 7 Acres of the Northwest Quarter (NW¼); and the North 30 Quarter (NE¼) of the Southwest Section Twenty-three (23); and the North 30 Quarter (NE¼) of the Southeast Quarter (SE¼) (22), all in Township Seventy-five (75) Nor (27) West of the 5th P.M., Madison County,  has not been complied with in the following specific particulars:  (a) Failure to make payment due 3-1-90  (b) Failure to make payment of interest acc (c) pursuant to contract (thru 7-6-90) (\$2.  (d) Failure to pay real estate taxes (thru Total  (2) The contract shall stand forfeited unless the parties in default, within notice, shall perform the terms and conditions in default, and in addition pay (3) The amount of attorney fees claimed by the Vendors pursuant to Set to exceed \$50.00). Payment of the attorney fees is not required to comply within the contract (the County of the Address: Suit 601 Des  ACKNOWLEDGEMENT OF SER  The undersigned hereby acknowledge due, timely and legal service of that the time and place set opposite their respective names.	erson
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Address: Suit 601 Des  ACKNOWLEDGEMENT OF SER  The undersigned hereby acknowledge due, timely and legal service of this at the time and place set opposite their respective names.	vendors (or successors in interest)
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ACKNOWLEDGEMENT OF SER  The undersigned hereby acknowledge due, timely and legal service of this at the time and place set opposite their respective names.	Their Attorney_
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ACKNOWLEDGEMENT OF SER  The undersigned hereby acknowledge due, timely and legal service of this at the time and place set opposite their respective names.	Locust Street
The undersigned hereby acknowledge due, timely and legal service of thi at the time and place set opposite their respective names.	Moines, IA 50309
at the time and place set opposite their respective names.	RVICE
Date of	
	of Service Place of Service
Daniel Patterson	

RETURN OF SERVICE - Personal

Lois E. Thompson , Notary Public in the above State.  PAID  PRID  Dies	Daniel Patterson	20th	l <sub>7</sub>				
Lois E. Thompson Notary Public in the above State.  PAID  RETURN OF SERVICE — Leaving Copy  TE of			June	1990	Scott	Madison	Iowa
Lois E. Thompson Notary Public in the above State.  PAID  RETURN OF SERVICE — Leaving Copy  TE of							
Down Lois E. Thompson , Notary Public in the above State.  PAID  RETURN OF SERVICE — Leaving Copy  The undersigned, being first duly sworn, upon oath deposes and states that on					Raul D. Me	ich; Sheriff	
Lois E. Thompson Notary Public in the above State.  PAID  Notary Public in the above State.	911.				Mad1son o	anty	
Lois E. Thompson , Notary Public in the above State.  PAID  Notary Paid  Notary Public in the above State.  PAID  Notary Paid  N		sworn to befo	re me by	the affian	Ken Bur	Deputy	. 19 90
PAID    Size   S	7		-	$\dot{Z}$	in the	Thorn	PSin!
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RETURN OF SERVICE — Leaving Copy  RETURN OF SERVICE — Leaving Copy  TE of	Line in the state of the state				•		O.C.O.
RETURN OF SERVICE — Leaving Copy  RETURN OF SERVICE — Leaving Copy  TE of	FEES					•	
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ss.  e undersigned, being first duly sworn, upon oath deposes and states that on, he served the notice on the reverse side on, dwelling house or usual place of abode in the City, Town or Township of, and which place was not a rooming house, hotel, club ment building, by there delivering a copy of the notice toson residing there who was then at least eighteen years old.  pscribed in my presence and sworn to before me by the affiant, 19	· · · · · · · · · · · · · · · · · · ·	BY .	Jana	dio Cil			
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