IOWA STATE BAR ASSOCIATION
Official Form No. 8A (Trade-Nork Registered, State of Journ, 1987)



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

Or	KLAL LJIAIL	CONTRACT	11.10 NO. 1553
O WHOM IT MAY CONCERN:	-	COMPARED	BOOK 56 PAGE 446
TATE OF IOWA	, }ss:	- WINTER	91 FEB -4 PH 3: 00
COUNTY OFPOLK	·		MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA

The undersigned, first being duly sworn upon oath (or upon affirmation) deposes and states: Fee \$15.00

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.

Personal Service could not and cannot be made upon Joy McDaniel in the State of Iowa; that on the 12th day of December, 1990, a copy of said Notice was sent by ordinary mail addressed to said party at her last known address, to-wit: St. Charles, Iowa

Publication was made by the weekly paper in the area of Madison County, i.e, WINTERSET MADISONIAN as disclosed by the Affidavit of Publication attached hereto

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 For-feiture is now null and void, stands forfeited and cancelled and is of no force and effect whatsoever.

Subscribed first presence and sworn to (or affirmed) before me by the said Affient this 4th day of February 1989]

Hazel H. Gurwell Notary Public in and for said County.

The spacer as indicated above, is reserved to conveniently "fellor" for special situations and to set forth facts to sustain notice by publication or for both of such purposes. See Section 858.3; R.C.P. 40, 40.1 and 62. Suggested: That Personal Service could not and cannot be made upon and in the State of lows; that on the day of 19 a copy of said Notice was sent by ordinary mall addressed to said (party) (parties) at their last known mailing address, to-wit:

Code Chapter 656

RECORDER'S CERTIFICATE

STATE OF IOWA, COUNTY OF MAD I SON

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 4th day of February 1991.

Michelle Utales

Recorder

Shuley J. Henry Con to FORESTURE

Recorder

AFFIDAVITIN SUPPORT OF FORESTURE

AFFIDAVIT OF PUBLICATION

STATE OF IOWA SS. **Madison County**

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Joy McDaniei You and each of you are hereby noti-

1) The terms of the written contract dated July 27, 1988, and executed by Jana L. Hodges, as Vendors, and Joy McDaniel, as Vendees, for the sale of the

McLaniel, as venues, for the sale of the following described real estate:

The West 56 feet of Lot 7 in Block 8 of Hartman and Young's Addition to the Town of St. Charles, Madison County,

has not been complied within the following specific particulars:

a) September, October, November & December, 1990 - monthly payments of \$150 cach.

150 each.
b) September 30, 1990 - 1st half of real estate taxes -Total - \$761.00

2) The contract shall stand forfeited 2) The comment shall stand forested 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 no-

the reasonable countries.

3) The amount of attorney fees claimed by the Vendors pursuant to Section 658.7, 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.

Jana L. Hodges

Vendors (or Successors in Interest) By Arthur C. Hedberg, Jr. Their Attorney 840 Fifth Avenue Des Moines, IA 50309 Telephone: (515) 288-4146 Attorney for Vendor 29-31

TED GORMAN BEING DULY SWORN SAYS HE IS PUBLISHER OF THE WINTERSET MADISONIAN, a once weekly newspaper of general circulation, published in Winterset, Iowa, and that the notice, a copy which is annexed and made part hereof, was correctly published in said newspaper

for the period of three consecutive weeks,
the last publication thereof being on the 2nd day
of January , 1901
Ted Horman
Subscribed and sworn to before me this 2nd day of
January , 19 91
Gail Hastman
NOTARY PUBLIC
In and for Madison County

Fee s 31.03 CRIL HARTMAN IN COURSESON EXPIRED 2-4-93



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

You and each of you are hereby notified: (1) The terms of the written contract dated	O:JOY MC DANIEL			
(1) The terms of the written contract dated July 27 , 19_88 and executed by Jana L. Hodges s Vendors, and Joy McDaniel , as Vendees or the sale of the following described real estate: The West 56 feet of Lot 7 in Block 8 of HARTMAN AND YOUNG'S ADDITION to the Town of St. Charles, Madison County, Iowa as not been compiled within the following specific particulars: (a) September, October, November & December, 1990 monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate 161.00 (c) taxes (d) Total \$ 761.00 (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service on this notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servin its notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servin its notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servine in the condition of altoney fees claimed by the Vendors pursuant to Section 656.7. The Code is 50_00				
(1) The terms of the written contract dated July 27 , 19_88 and executed by Jana L. Hodges s Vendors, and Joy McDaniel , as Vendees or the sale of the following described real estate: The West 56 feet of Lot 7 in Block 8 of HARTMAN AND YOUNG'S ADDITION to the Town of St. Charles, Madison County, Iowa as not been complied within the following specific particulars: (a) September, October, November & December, 1990 monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate 161.00 (c) taxes (d) (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service on is notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servine is notice. (3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7. The Code is 150.00				
(1) The terms of the written contract dated July 27 , 19_88 and executed by Jana L. Hodges s Vendors, and Joy McDaniel , as Vendees or the sale of the following described real estate: The West 56 feet of Lot 7 in Block 8 of HARTMAN AND YOUNG'S ADDITION to the Town of St. Charles, Madison County, Iowa as not been complied within the following specific particulars: (a) September, October, November & December, 1990 monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate 161.00 (c) taxes (d) Total \$ 761.00 (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service on is notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servine in shorter. (3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7. The Code is 150.00	You and each of you are hereby notifi	ed:		
Jana L. Jiodges s Vendors, and Joy McDaniel as Vendors, and Joy McDaniel as Vendors, and Joy McDaniel as Not been of the following described real estate: The West 56 feet of Lot 7 in Block 8 of HARTMAN AND YOUNG'S ADDITION to the Town of St. Charles, Madison County, Iowa as not been complied within the following specific particulars: (a) September, October, November & December, 1990 monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate (c) taxes (d) (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service or is notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servin is notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servin is notice. (3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7. The Code 150.00 (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture. JANA I. HODGES Vendors (or Successors in Interest) Act Thur C. Ited ber 10 Their Automey Address: Des Moines, IA 50309 Telephone: (515) 288-4146 ACKNOWLEDGEMENT OF SERVICE The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt a copy at the time and place set opposite their respective names.		•	10	9 88 and executed by
as Vendors, and Joy McDaniel				
as Vendees of the sale of the following described real estate: The West 56 feet of Lot 7 in Block 8 of HARTMAN AND YOUNG'S ADDITION to the Town of St. Charles, Madison County, Iowa as not been complied within the following specific particulars: (a) September, October, November & December, 1990 september, 1990 monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate following specific particulars: (d) Total \$ 761.00 (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service on this notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving is notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving is notice. (3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7, The Code 150.00		-		
The West 56 feet of Lot 7 in Block 8 of HARTMAN AND YOUNG'S ADDITION to the Town of St. Charles, Madison County, Iowa as not been complied within the following specific particulars: (a) September, October, November & December, 1990 monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate 161.00 (c) taxes (d) Total \$ 761.00 (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service on its notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servinis notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servinis notice. (3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7. The Code of Section (100 to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture. JANA I. HODGES Vendors (or Successors in Interest)	s Vendors, and <u>Joy McDanie</u>	1		·
The West 56 feet of Lot 7 in Block 8 of HARTMAN AND YOUNG'S ADDITION to the Town of St. Charles, Madison County, Iowa as not been complied within the following specific particulars: (a) September, October, November & December, 1990 monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate (c) taxes (d) Total \$ 761.00 (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service of its notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving its notice. (3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7. The Code is 150.00 (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice of order to prevent forfeiture. JANA I. HODGES Vendors for Successors in Interest) Arthur C. Healberg, User Attorney Address: Arthur C. Healberg, User Attorney Address: Arthur C. Healberg, User Attorney Address: Arthur C. Steablerg, User Attorney Address: Arthur C. Steablerg, User Attorney Address: The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt a copy at the time and place set opposite their respective names.		·		, as Vendees
(a) September, October, November & December, 1990 monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate (c) taxes (d) Total \$ 761.00 (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service of his notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servinis notice. (3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7. The Code is 1500.00. (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture. JANA I. HODGES Vendors (or Successors in Interest)	The West 56 feet of Lo	t 7 in Block 8 of		
monthly payments of \$150.00 each (b) September 30, 1990 - 1st half of real estate (c) taxes (d) Total \$ 761.00 (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service or its notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servinis 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 inder to prevent forfeiture. Arthur C. Redberg, Term, Attorney Address: 1 And Fifth Avenue	as not been complied within the followin	g specific particulars:		
(c) taxes (d) Total \$ 761.00 Total \$ 761.00 (2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service of its notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servinis notice. (3) The armount of attorney fees claimed by the Vendors pursuant to Section 656.7. The Code is 50_00	monthly payments of \$	\$ 600.00		
(2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service on is notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving in its 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 prevent forfeiture. JANA I. HODGES Vendors (or Successors in Interest)	September 30, 1990 -	lst half of real	estate	161.00
(2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service on is notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving is notice. (3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7. The Code is 50.00	(d)			
nis notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of servin nis 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. JANA I. HODGES Vendors (or Successors in Interest)		>		Total \$ 761.00
(not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice is order to prevent forfeiture. JANA I. HODGES Vendors (or Successors in Interest)	his notice, shall perform the terms and co			
The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt a copy at the time and place set opposite their respective names.	(not to exceed \$50.00).			
Arthur C. Hedberg, The Attorney Address: Des Moines, IA 50309 Telephone: (515) 288-4146 Attorney for Vendor ACKNOWLEDGEMENT OF SERVICE The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt a copy at the time and place set opposite their respective names.		JANA		rs in Interest)
Telephone: (515) 288-4146 Attorney for Vendor ACKNOWLEDGEMENT OF SERVICE The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt a copy at the time and place set opposite their respective names.	Chapter 656. The Code	ву Address:	Arthur C. He 840 Fifth Av	dberg, Unit Allorney
Attorney for Vendor ACKNOWLEDGEMENT OF SERVICE The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt a copy at the time and place set opposite their respective names.	•		Des Moines,	IA 50309
The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt a copy at the time and place set opposite their respective names.	ACE	KNOWLEDGEMENT OF SE	Attorney for	
	The undersigned hereby acknowledg	je due, timely and legal servi		d acknowledge receipt
	· · · · · · · · · · · · · · · · · · ·	•	of Service	Place of Service
	,	 		