



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 15553
BOOK 56 PAGE 446

TO WHOM IT MAY CONCERN:

COMPARED

91 FEB -4 PM 3:00

STATE OF IOWA }
COUNTY OF POLK } ss:

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.

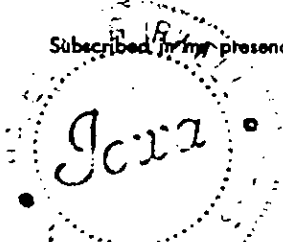
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee(s)' rights in such contract in accordance with Code Chapter 656.

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 Forfeiture is now null and void, stands forfeited and cancelled and is of no force and effect whatsoever.

Jana L. Hodges
JANA L. HODGES Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 4th day of February, 1991



Hazel H. Gurwell

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

● 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 4th day of February, 1991

Michelle Utsler
Shirley G. Henry Recorder
Deputy
RA. AFFIDAVIT IN SUPPORT OF FORFEITURE

AFFIDAVIT OF PUBLICATION

STATE OF IOWA
SS.
Madison County

**NOTICE OF FORFEITURE OF
REAL ESTATE CONTRACT**

TO: Joy McDaniel

You and each of you are hereby notified:

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

has not been complied within the following specific particulars:

a) September, October, November & December, 1990 - monthly payments of \$150 each. \$600

b) September 30, 1990 - 1st half of real estate taxes - \$181

Total - \$781.00

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 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

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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, 1991

Ted Gorman

Subscribed and sworn to before me this 2nd day of

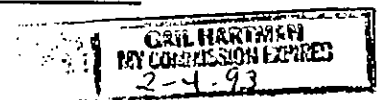
January, 1991

Carl Hartman

NOTARY PUBLIC

In and for Madison County

Fee \$ 31.03





NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: JOY MC DANIEL

You and each of you are hereby notified:

(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 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

has not been complied within the following specific particulars:

(a) September, October, November & December, 1990	\$ 600.00
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 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.

JANA L. HODGES

Vendors (or Successors in Interest)

Chapter 656, The Code

By Arthur C. Hedberg
Arthur C. Hedberg, Attorney

Address: 840 Fifth Avenue

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 of a copy at the time and place set opposite their respective names.

Date of Service

Place of Service

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