



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.

COMPARED

FILED NO. 1597
BOOK 128 PAGE 446
91 FEB 11 PH 3:00
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA
Fee \$20.00

Contract to sell to Mrs. J. D.

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.

Leonard M. Flander
Leonard M. Flander Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 11 day of February 19 91

Beth Flander

Beth Flander 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 11 day of February, 1991

Michelle Utsler
Sherley G. Henry
Michelle Utsler Recorder
Sherley G. Henry Deputy

AFFIDAVIT OF PUBLICATION

STATE OF IOWA
 Madison County

SS.

John 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 21st day of

June, 1989.

Subscribed and sworn to before me this 21st day of

June, 1989.

Gail Hartman
 NOTARY PUBLIC
 In and for Madison County

Fee \$ 50.29



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT
 TO: TRAVIS W. WARREN, British White Park Ranch, R. R. #2, Box 17, Truro, Iowa 50257
 MICHEL R. SWAINK, P. O. Box 138, New Virginia, Iowa 50210

You and each of you are hereby notified:

(1) The terms of the written contract dated May 18, 1988, and executed by Harry L. Meader III and Karen J. Meader as Vendors, and Travis W. Warren and Michel R. Swaink, as Vendees, for the sale of the following described real estate:

A tract of land described as: Commencing at the Southeast corner of the West One-half (1/2) of the Southeast Quarter (1/4), Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., thence West 282 Feet to the point of beginning, thence North 432 feet, thence West 500 feet, thence Southwesterly to a point 648 feet West of a point 32 feet North of the point of beginning, thence South to the South line of said West One-half (1/2) of said Southeast Quarter (1/4), thence East to the point of beginning has not been complied within the following specific particulars:

(a) You have failed to pay the installments of \$250.00 each due on the 18th day of the months of September, October and November, 1988. \$750.00

(b) You have failed to provide insurance as required in paragraph 6 of the contract. Unknown

(d) You have failed to care for the premises as required under paragraph 9 of the contract. Unknown

Total \$750.00

(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.

HARRY L. MEADER III
 KAREN J. MEADER
 Vendors

By Leonard M. Flander
 Flander and Casper
 Attorney

223 East Court Avenue
 P.O. Box 67

Winterset, Iowa 50273-0067
 Tel: (515) 462-4912

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IN THE IOWA DISTRICT COURT FIFTH JUDICIAL DISTRICT

State of Iowa

RETURN OF SERVICE
Personal

Madison County

Case Name: Harry L. Meader III and Karen J. Meader vs Travis W. Warren and Michel R. Swaink

Case Number: None

Case received this date: 18 November 1988

I certify that I served a copy of:

Notice of Forfeiture of Real Estate Contract

Served to:

Travis W. Warren, British White Park Ranch, RR2, Box 17, Truro, Iowa (Clark County), 21 November 1988.

Fee: \$40.00


DANNY L. WHITE

Subscribed and sworn before me this 15th day of December 1988, in Winterset, Iowa




NOTARY



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: TRAVIS W. WARREN, British White Park Ranch, R. R. #2, Box 17, Truro, Iowa 50257

MICHEL R. SWAINK, P. O. BOX 138, New Virginia, Iowa 50210

You and each of you are hereby notified:

(1) The terms of the written contract dated May 18, 1988, and executed by Harry L. Meader III and Karen J. Meader as Vendors, and Travis W. Warren and Michel R. Swaink, as Vendees,

for the sale of the following described real estate:

A tract of land described as: Commencing at the Southeast corner of the West One-half (1/2) of the Southeast Quarter (1/4), Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., thence West 282 Feet to the point of beginning, thence North 432 feet, thence West 500 feet, thence Southwesterly to a point 648 feet West of a point 32 feet North of the point of beginning, thence South to the South line of said West One-half (1/2) of said Southeast Quarter (1/4), thence East has not been complied within the following specific particulars: to the point of beginning.

(a) You have failed to pay the installments of \$250.00 each due on the 18th day of the months of September,	_____
(b) October and November, 1988.	<u>750.00</u>
(c) You have failed to provide insurance as required in paragraph 6 of the contract	<u>Unknown</u>
(d) You have failed to care for the premises as required under paragraph 9 of the contract	<u>Unknown</u>
Total	\$750.00

(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.

HARRY L. MEADER III

KAREN J. MEADER

Vendors (or Successors in Interest)

By *Leonard M. Flander* Their Attorney—
Flander and Casper

Address: 223 East Court Avenue
P. O. Box 67
Winterset, Iowa 50273-0067
Tele: (515) 462-4912

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