



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

STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 1629 Filed for Record this 15 day of February 19 91 at 3:00 PM
Book 56 Page 476 Recording Fee \$10.00 Michelle Utaler, Recorder, By Shirley H. Henry
Deputy

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 14th day of February 19 91

Beth Flander

Beth Flander, Notary Public in and for The State of Iowa.

As indicated above, is reserved to conveniently "tailor" for special situations and to set forth facts to sustain notice by publication or for other purposes. See Section 656.3; R.C.P. 60, 60.1 and 62. Suggested: That Personal Service could not and cannot be made upon _____ in the State of Iowa; that on the _____ day of _____, 19____, a copy of said Notice was sent by _____ 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 15th day of February, 19 91

Michelle Utaler
Shirley H. Henry Recorder
Deputy



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: JOHN P. NELSON AND JERRILEE A. NELSON

You and each of you are hereby notified:

(1) The written contract dated 30th day of November, 19 85, and executed by Larry D. Dillinger and Linda S. Dillinger, as Vendors, and John P. Nelson and Jerrilee A. Nelson, as Vendees,

for the sale of the following described real estate:

Lots 3, 4 and 5 in Block Two (2) of Jenkins Addition to the Town of Winterset, Madison County, Iowa, except the South 36 feet of lots 4 and 5 and except that part thereof constituting and used as a public highway

has not been complied with in the following particulars:

- (a) Failure to reimburse Sellers for taxes paid by Sellers to protect their interest; 1,963.00
- (b) Failure to reimburse Sellers for insurance premiums paid by Sellers to protect their interest; 151.50
- (c) Failure to pay taxes payable in the fiscal years commencing July 1, 1987, July 1, 1988 and July 1, 1989 before the same became due and delinquent; 4,838.00

Total 6,952.50

(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 of the Code of Iowa 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.

Larry D. Dillinger and

Linda S. Dillinger

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
<u>John P. Nelson</u> John P. Nelson	<u>January 15, 1991</u>	<u>Des Moines, Iowa</u>
<u>Jerrilee A. Nelson</u> Jerrilee A. Nelson	<u>January 15, 1991</u>	<u>Des Moines, Iowa</u>