



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

FILED NO. 1767
BOOK 128 PAGE 509

TO WHOM IT MAY CONCERN:

Fee \$10.00

91 MAR -5 PM 12: 32

STATE OF IOWA

COUNTY OF MADISON

ss:

COMPARED

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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.

● That personal service could not and cannot be made upon Duane Younker and Darlene M. Younker in the State of Iowa; that on the 30th day of January, 1991, copies of said Notice was sent by ordinary mail to Duane Younker and Darlene M. Younker at their last known address, to-wit: Macksburg, Iowa 50155. The affiant has determined that Duane Younker and Darlene M. Younker now reside outside the State of Iowa. The affiant has made diligent investigation to determine the current mailing address of each of the aforesaid parties but has been unable to ascertain any such mailing address. The aforesaid addresses for each of the parties is the last known mailing address. Attached as part of this Affidavit is the Affidavit of Publication.

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.

John E. Casper
John E. Casper Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 5th day of March, 19 91

[Signature]
..... 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. 40, 40.1 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 5th day of March, 1991

Michelle Utsler
Shirley H. Henry, Deputy Recorder 509

DEED RECORD 128

AFFIDAVIT OF PUBLICATION

STATE OF IOWA

SS.

Madison County

TED GORMAN BEING DULY SWORN SAYS HE IS PUBLISHER OF THE WINTERSSET 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 30th day

of January, 1991

Ted Gorman

Subscribed and sworn to before me this 31st day of

January, 1991

Sharon K. Shaul

NOTARY PUBLIC

In and for Madison County

Fee \$ 35.15



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

To: Duane Younker and Darlene M. Younker

You and each of you are hereby notified:

(1) The written contract dated 1978, and executed by Kathryn A. Farlow and B.W. Farlow, wife and husband, as Vendors, and Duane Younker and Darlene M. Younker, as joint tenants with full rights of survivorship and not as tenants in common, as Vendees, for the sale of the following described real estate:

North One-half (1/2) of the Southeast Quarter (1/4) and the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

has not been complied with in the following particulars:

(a) Balloon payment in the sum of \$66,999.00 plus interest accrued thereon in the sum of \$63,423.27 through December 31, 1990 plus per diem interest thereafter at the rate of \$14.68.

Total \$130,422.27

(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 856.7 of the Code of Iowa is \$50.00. Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Kathryn A. Farlow and B.W. Farlow Vendors (or Successors in Interest)

By John E. Casper

Their Attorney

Flander and Casper

223 East Court Avenue, P.O. Box 87

Winterset, Iowa 50273-0067

Tele: (515) 462-4912

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