



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. 1394

Fee \$15.00

BOOK 57 PAGE 203

91 DEC -6 AM 8:48

MICHELLE UTBLER
RECORDER
MADISON COUNTY, IOWA

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.

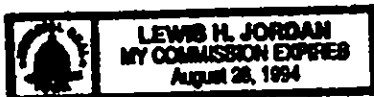
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee(s)' rights in such contract in accordance with Code Chapter 656.

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.

David M. Griswold III Don S. Griswold
David M. Griswold III Don S. Griswold Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 5th day of December 1991



Lewis H. Jordan Notary Public in and for said County.

The space as indicated above, is reserved to conveniently "teller" 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 _____ 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 6 day of December, 1991

DEED RECORD 57

Michelle Utbler
Recorder 203



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

NOTARIAL PUBLIC
WINTERSSET, IOWA

NOV 0 1 91

TO: NORMAN L. GORDON and CHARLOTTE GORDON

9:48 AS121M
BY ds

1105 West South

Winterset, IA 50273

You and each of you are hereby notified:

(1) The written contract dated August 3, 1991, and executed by

David M. Griswold III and Don S. Griswold

as Vendors, and Norman L. Gordon and Charlotte Gordon

as Vendees.

for the sale of the following described real estate:

Lot Four (4) of the David M. Griswold Addition to the City of
Winterset, Madison County, Iowa

has not been complied with in the following particulars:

- (a) You have not obtained a written commitment for a mortgage loan for 90% of the purchase price on or before August 30, 1991. _____
- (b) You have failed to pay the \$1,000 due upon receipt of loan approval. _____
- (c) You have failed to pay the balance of \$56,500 due on or before October 1, 1991. _____
- (d) _____

Total

(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.

DAVID M. GRISWOLD III and

DON S. GRISWOLD

Vendors (or Successors in Interest)

By Lewis H. Jordan Their Attorney—

JORDAN, OLIVER & WALTERS

Address: Box 230

Winterset, IA 50273

Telephone: 515/462-3731

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

Date of Service	Place of Service
_____	_____
_____	_____
_____	_____
_____	_____

RETURN OF SERVICE — Personal

STATE of IOWA }
 County of MADISON } ss.

The undersigned first being duly sworn, upon oath deposes and states that ___ he served the notice on the reverse side on each of the persons to whom the notice is addressed, and named below, by delivering a copy of the notice to each of the persons at the time and place set opposite their respective names:

Persons Served	Day	Month	Year	City, Town or Township	County	State
Charlotte Gordon	4th	November	1991	Winterset	Madison	Iowa

Paul D. Welch, Sheriff Madison County

Craig Busch

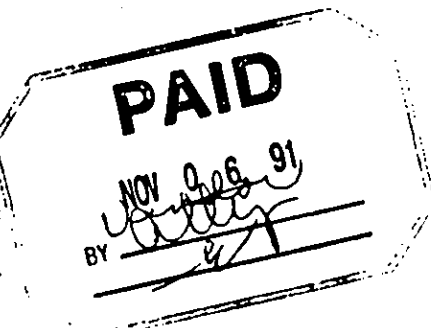
Craig Busch, Deputy

Subscribed in my presence and sworn to before me by the affiant _____, 19 _____.

_____, Notary Public in the above State.

FEEES

Service \$ 15.00
 Copies \$ _____
 Mileage \$ 5.40
 Total \$ 20.40



RETURN OF SERVICE — Leaving Copy

STATE of IOWA }
 County of MADISON } ss.

The undersigned, being first duly sworn, upon oath deposes and states that on November 4, 19 91, ___ he served the notice on the reverse side on Norman L. Gordon at his/ ~~her~~ usual dwelling house or usual place of abode in the City, Town or Township of Winterset in Madison County, IA, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to Charlotte Gordon, wife a person residing there who was then at least eighteen years old.

Paul D. Welch, Sheriff Madison County

Craig Busch

Craig Busch, Deputy

Subscribed in my presence and sworn to before me by the affiant _____, 19 _____.

_____, Notary Public in the above State.