



# AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

*Unrecorded*

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.

Personal service was made on Sandra Wallace on September 18, 1988 see attached Acknowledgement of Service.

FILED NO. 744

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91 SEP 12 AM 9:26

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY IOWA  
Fee \$15.00

**COMPLETED**

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.

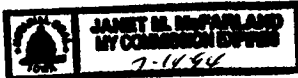
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled 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.

*Douglas Berglund*  
Affiant

DOUGLAS BERGLUND, President  
BERGLUND DEVELOPMENT CORPORATION

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 12 day of Sept, 19 91



*Janet M. McFarland*

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 12<sup>th</sup> day of September, 19 91

*Michelle Utsler*

Recorder



## NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Richard B. Wallace and Sandy L. Wallace

You and each of you are hereby notified:

(1) The terms of the written contract dated April 12, 19 87, and executed by Berglund Development Corporation by its President, Douglas Berglund, as Vendors, and Richard G. Wallace and Sandy L. Wallace, as Vendees,

for the sale of the following described real estate:

Lots 12, 13, 14 and 15 in BERGLUND RURAL ESTATES, a subdivision of the Northwest Quarter (NW 1/4) of Section 32, Township 77 North, Range 27 West, all in Madison County, Iowa, containing approximately 20 acres, more or less,

has not been complied within the following specific particulars:

- (a) Payment in the amount of \$2,500.00 has not been \$2,500.00 made by April 12, 1988, as required by the contract.
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

Total \$2,500.00

(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.

### BERGLUND DEVELOPMENT CORPORATION

Vendors (or Successors in Interest)

By Phyllis E. Pearson  
Phyllis E. Pearson Their Attorney—  
Address: 1900 Hub Tower  
Des Moines, IA 50309

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.

<u>Sandy L. Wallace</u>	Date of Service <u>9-18-88</u>	Place of Service <u>Des Moines, IA</u>
_____	_____	_____
_____	_____	_____

## RETURN OF SERVICE — Personal

STATE of IOWA,

ss.

County of POLK

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
Sandy L. Wallace	18	9	88	Winterest	Madison	Iowa

  
 Douglas Berglund
Subscribed in my presence and sworn to before me by the affiant November 9, 1988
  
 Notary Public in the above State.

Nov 30, 1988, Notary Public in the above State.

## FEES

Service .....\$ .....

Copies .....\$ .....

Mileage .....\$ .....

Total .....\$ .....

## RETURN OF SERVICE — Leaving Copy

STATE OF \_\_\_\_\_,

ss.

County of \_\_\_\_\_

The undersigned, being first duly sworn, upon oath deposes and states that on \_\_\_\_\_

19\_\_\_\_, he served the notice on the reverse side on \_\_\_\_\_

at his \_\_\_\_\_ dwelling house or usual place of abode in the City, Town or Township of \_\_\_\_\_

in \_\_\_\_\_ County, \_\_\_\_\_, and which place was not a rooming house, hotel, club or

apartment building, by there delivering a copy of the notice to \_\_\_\_\_

a person residing there who was then at least eighteen years old.

Subscribed in my presence and sworn to before me by the affiant \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Notary Public in the above State.