#### AFFIDAVIT IN SUPPORT OF FORFEITURE

OF BUSINESS PURCHASE INSTALLMENT CONTRACT

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**C**<sub>O</sub>.

1988 MAY 20 AH 10: 42

MARY E. WELTY
RECORDER
MADISON COUNTY TOWAGOID FOR \$55.00

TO WHOM IT MAY CONCERN:

STATE OF IOWA ) : ss: COUNTY OF MADISON )

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 Business Purchase Installment Contract, hereto attached, together with returns of service thereof; which Notice and returns 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, and all those entitled to service pursuant to Iowa Code, Section 656.2(1981).

That, as shown by such returns, more than 30 days have passed since the service of such Notice.

That the defaults mentioned in said Notice have not been removed nor performed nor paid in any amount by said vendees, 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 vendors have retaken possession of said real estate following the expiration of said 30 day period.

That the Business Purchase Installment Contract mentioned in said Notice specifically provides for the forfeiture of the vendees 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.

Paul Boosalis, Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this (C/L) day of May, 1988.



Notary Public in and for said County.

### 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 \_\_\_\_\_\_ day of May, 1988.

Mary E. Welly

# MADISON COUNTY SHERIFF WINTERSET, IOWA

#### NOTICE OF FORFEITURE

MAR 1 7 1988

#### OF BUSINESS PURCHASE INSTALLMENT CONTRACT

TO: Angelo Nikas (d/b/a Paul's Pizza & Steak House) & Stravroula Nikas, his wife 103 North First Street
Winterset, Iowa 50273

and

Giorgos Botis (d/b/a Paul's Pizza & Steak House) Dodekanesoy 25 Greece 9922277

and

United States Attorney 115 U.S. Courthouse Des Moines, Iowa 50309

and

District Director of Internal Revenue Service 210 Walnut Street Des Moines, Iowa 50309

and

Edwin Meese, United States Attorney General Department of Justice Washington, D.C. 20530

and

Farmers & Merchants State Bank P.O. Box 29 Winterset, Iowa 50273

and

PYA Monarch, Inc. 2500 Dixon Des Moines, Iowa 50316

You and each of you are hereby notifed:

1. That the written contract dated January 8, 1983, and executed by Paul Boosalis and Zafiria (Loula) Boosalis, as Sellers, and Angelo Nikas and Giorgos (George) Botis, as Purchasers, for the sale of the following described business and business assets located in Madison County, Iowa:

(business)

Paul's Pizza & Steak House 103 North First Street Winterset, Iowa 50273

(business assets)

- 1. Hobart dishwasher w/2 stainless steel tables
- 2. Waste King garbage disposal
- 3. 2 stainless steel shelves
- 22. Vulcan pizza oven
- 23. Stove w/48 in. grill w/2 burners and oven
- 24. 2 clothes rack hangers

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4.	2 Star portable gas 35# capacity	25.	2 bus carts
	deep fat fryers w/stand	26.	Electric dough mixer w/grinder
5.	Vulcan char broiler		bowl, hook & blender
6.	Foster refrigerator	27.	2 baby chairs
7.	Hobart 48 cu. ft. convertable	28.	6 double straight back booths
	refrigerator/freezer	29.	2 single straight back booths
8.	3 Hobart 48 cu. ft. refrigerators	30.	
9.	Manitowoc ice cube maker		4 single double booths
10.	Silver King under counter re-		8-track stereo w/2 speakers
٠.	frigerator	33.	
11.	Hobart small band saw	34.	3 chandeliers
12.	2 Econovent hoods w/stainless	35.	Misc. glasses, silverware, trays
	steel backing		pots & pans and cooking utensils
13.	Exhaust extinguisher system	36.	17 double wood tables
14.	3 stainless steel worktables,	37.	5 single wood tables
	1/w shelves	38.	2 straight back chairs
15.	Aero-Hot Electric 3 well steam	39.	Vacuum cleaner
	tables	40.	Milk dispenser
16.	Cash register	41.	3 hanging bowl lights
17.	Hotco booster hot water heater	42.	
	for dishwasher	43.	Heavy duty worktable
18.	Colborine pizza roller	44.	
19.		45.	Wof gas range w/2 burners &
	sink		steel table
20.	Stainless steel hand sink	46.	Sanitary meat slicer
21.	Blodgett pizza oven		

has not been complied with in respect to the terms and conditions of said contract in the following specific particulars:

- (a) The regular monthly installment payment in the sum of \$1,500.00 (including interest) called for in said contract to be made on December 10, 1984, by the Purchasers therein has not been made, resulting in there being now past due and delinquent for the year 1984 the total contract installment sum of \$1,500.00.
- (b) The regular monthly installment payments in the sum of \$1,500.00 (including interest) called for in said contract to be made on June 10 and December 10, 1985, by the Purchasers therein, have not been made, resulting in there being now past due and delinquent for the year 1985 the total contract installments sum of \$3,000.00.
- (c) The regular monthly installment payment in the sum of \$1,500.00 (including interest) called for in said contract to be made on February 10, 1986, by the Purchasers therein was \$500.00 deficient in amount; the regular monthly installment payment in the sum of \$1,500.00 (including interest) called for in said contract to be made on March 10, 1986, by the Purchasers

therein was \$230.00 deficient in amount; the regular monthly installment payments in the sum of \$1,500.00 (including interest) called for in said contract to be made on April 10, May 10, July 10, November 10 and December 10, 1986, by the Purchasers therein were each \$740.00 deficient in amount; the regular monthly installment payment in the sum of \$1,500.00 (including interest) called for in said contract to be made on June 10, 1986, by the Purchasers therein has not been made; and the regular monthly installment payments in the sum of \$1,500.00 (including interest) called for in said contract to be made on August 10, September 10 and October 10, 1986, by the Purchasers therein were each \$770.00 deficient in amount, resulting in there being now past due and delinquent for the year 1986 the total contract sum of \$8,240.00.

The regular monthly installment payments in the sum of \$1,500.00 (including interest) called for in said contract to be made on January 10 and April 10, 1987, by the Purchasers therein were each \$770.00 deficient in amount; the regular monthly payments in the sum of \$1,500.00 (including interest) called for in said contract to be made on February 10 and March 10, 1987, have not been made; the regular monthly installment payments in the sum of \$1,500.00 (including interest) called for in said contract to be made on May 10, June 10, October 10, and December 10, 1987, by the Purchasers therein were each \$760.00 deficient in amount; the regular monthly installment payments in the sum of \$1,500.00 (including interest) called for in said contract to be made on July 10, September 10 and November 10, 1987, by the Purchasers therein were each \$1,320.00 deficient in amount; and the regular monthly payment in the sum of \$1,500.00 (including interest) called for in said contract to be made on August 10, 1987, by the Purchasers therein was \$1,260.00 deficient in amount, resulting in there being now past due and delinquent for the year 1987 the total contract installments sum of \$12,800.00.

(e) The regular monthly installment payments in the sum of \$1,500.00 (including interest) called for in said contract to be made on January 10, February 10 and March 10, 1988, by the Purchasers therein have not been made, resulting in there being now past due and delinquent for the year 1988 the total contract installments sum of \$4,500.00.

TOTAL SUM NEEDED TO BRING CONTRACT INSTALLMENT PAYMENTS CURRENT: \$30,040.00.

- 2. That said contract will stand forfeited and cancelled as by its terms and provisions it may be, unless the parties (i.e., Purchasers) in default within thirty (30) days after the completed service of this notice, shall perform the said terms and conditions in default, and in addition, pay the reasonable costs of serving this notice.
- 3. Copy of the within Notice of Forfeiture of Business Purchase
  Installment Contract is being served on the United States of America for the
  reason that it is the holder of the following Federal Tax Lien:

Department of the Treasury-Internal Revenue Service By Dorothy O. Smith, Chief Collection Branch to George Batis, dated Apr. 3, 1984, filed May 2, 1984 in Tax Lien Rec. 7, page 373. Recites in part: As provided by sections 6321, 6322 and 6323 of the Internal Revenue Code, notice is given that there is a lien in favor of the United States on all property and rights to property belonging to this tax payer for: Kind of Tax, 1040; Tax Period Ended, 12/31/81; Date of Assessment 080183; Last Day for Refiling 083189; Unpaid Balance of Assessment, \$1,843.57; Total \$1,843.57.

- Notice of 4. Copy of the within/Forfeiture of Business Purchase Installment Contract is being served on Farmers & Merchants State Bank for the reason that it is the holder of the following two mortgages:
  - (1) Evangelos Nikas and Stavroula Nikas, individually and as husband and wife, to Farmers & Merchants State Bank, dated Oct. 28, 1986, filed Nov. 18, 1986 in Mtg. Rec. 146, page 769. Consideration: \$24,250.00. Mortgages: Other land and all right, title and interest in and to the brick wall located on the North One-half of the South 2/3rds of Lot 6 in Block Seventeen in the Original Town of Winterset, Madison County, Iowa, commencing at a point 50 feet East of the Southwest corner thereof and running thence East 20 feet, thence North 10 feet, and all other wall or walls located on that part of the North 2/3rds of Lot 6 which adjoins the above described real estate.
  - (2) Evangelos Nikas and Stavroula Nikas, Individually and as husband and wife, to Farmers & Merchants State

Bank, dated Oct. 7, 1987, filed Oct. 8, 1987 in Mtg. Rec. 149, page 70. Consideration: \$20,500.00. Mortgages: (Same real estate as described in Mtg. Rec. 146, page 769).

Notice of

5. Copy of the within/Forfeiture of Business Purchase Installment Contract is being served on PYA Monarch, Inc. for the reason that it is the holder of the following judgment:

IN THE DISTRICT COURT IN AND FOR MADISON COUNTY PYA/Monarch, Inc. Plaintiff vs. George Botis, and Angelo Nikas, d/b/a Paul's Pizza & Steak House, Defendants. Law No. 22953, Docket 49, page 272. Docket shows judgment against Angelo Nikas on Feb. 1, 1988 in the sum of \$2,194.30 with interest at the rate of 10% from Oct. 19, 1987, plus costs and \$350.00 attorney fees. Costs unpaid.

Paul Boosalis Zafiria (Loula) Boosalis

**SELLERS** 

By.

George L. Mind, Sellers' Attorney 111 High Avenue East

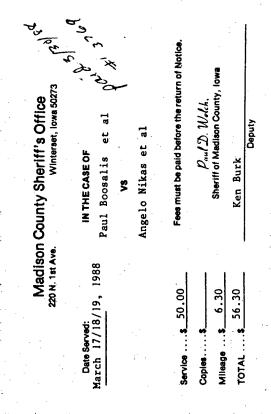
111 High Avenue East Oskaloosa, Iowa 52577 Telephone: (515) 673-8428

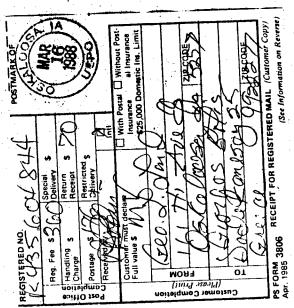
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