

AFFIDAVIT IN SUPPORT OF FORFEITURE
OF BUSINESS PURCHASE INSTALLMENT CONTRACT

FILED NO. **2137**
BOOK **38** PAGE **379**

1988 MAY 20 AM 10:42

MARY E. WELTY
RECORDER
MADISON COUNTY IOWA
Fee \$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
Paul Boosalis, Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 10th day of May, 1988.



James E. Rees
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 20 day of May, 1988.

Mary E. Wetty
Recorder

RECEIVED
MADISON COUNTY SHERIFF
WINTERSSET, IOWA
1:30 PM
ll

MAR 17 1988

NOTICE OF FORFEITURE
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

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

You and each of you are hereby notified:

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

- | | |
|---|---|
| 4. 2 Star portable gas 35# capacity deep fat fryers w/stand | 25. 2 bus carts |
| 5. Vulcan char broiler | 26. Electric dough mixer w/grinder bowl, hook & blender |
| 6. Foster refrigerator | 27. 2 baby chairs |
| 7. Hobart 48 cu. ft. convertable refrigerator/freezer | 28. 6 double straight back booths |
| 8. 3 Hobart 48 cu. ft. refrigerators | 29. 2 single straight back booths |
| 9. Manitowoc ice cube maker | 30. 14 double booths |
| 10. Silver King under counter refrigerator | 31. 4 single double booths |
| 11. Hobart small band saw | 32. 8-track stereo w/2 speakers |
| 12. 2 Econovent hoods w/stainless steel backing | 33. 3 chest type freezers |
| 13. Exhaust extinguisher system | 34. 3 chandeliers |
| 14. 3 stainless steel worktables, 1/w shelves | 35. Misc. glasses, silverware, trays pots & pans and cooking utensils |
| 15. Aero-Hot Electric 3 well steam tables | 36. 17 double wood tables |
| 16. Cash register | 37. 5 single wood tables |
| 17. Hotco booster hot water heater for dishwasher | 38. 2 straight back chairs |
| 18. Colborine pizza roller | 39. Vacuum cleaner |
| 19. 3 compartment stainless steel sink | 40. Milk dispenser |
| 20. Stainless steel hand sink | 41. 3 hanging bowl lights |
| 21. Blodgett pizza oven | 42. 5 wall lamps |
| | 43. Heavy duty worktable |
| | 44. Can opener |
| | 45. Wof gas range w/2 burners & steel table |
| | 46. Sanitary meat slicer |

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.

- (d) 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.

4. Copy of the within ^{Notice of} 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. Lind, Sellers' Attorney
111 High Avenue East
Oskaloosa, Iowa 52577
Telephone: (515) 673-8428

RETURN OF SERVICE—Company or Corporation

STATE OF IOWA, Madison County, ss.

The within notice came into my hands on the 17th day of March, 1988, and on the 17th day of March, 1988, I served the same upon the

Farmers & Merchants State Bank

by reading the same to Jim Mease, he being the President of said corporation or company, or by offering to read the same to him, which he waived, and by giving him a true copy thereof, all done in Center Township, Madison County, Iowa.

FEEES:

Service . . . \$ 10.00
Copies . . . \$
Mileage . . . \$ 1.05
Total . . . \$ 11.05

Rec'd Plaintiff 04/01/88

Paul D. Welch Sheriff
of Madison County
By Deputy.

OFFICERS RETURN OF SERVICE

STATE OF IOWA, MADISON County, ss.

Notice of Forfeiture of Business Purchase Installment Contract

The attached notice with copy of Petition attached received this 17th day of March, 1988, and I certify that I served the same on the defendants named below by delivering a copy thereof to each of said defendants personally at the time and place set opposite their respective name.

Table with 7 columns: Name of Defendants, Month, Day, Year, Township, County, State. Rows include Stravroula Nikas and Angelo Nikas.

Paul D. Welch Sheriff

MADISON County, Iowa

By Ken Burk Deputy Sheriff

FEEES
Service \$ 15.00
Copies \$
Notary \$
Mileage \$ 2.10
Total \$ 17.10

Rec'd Plaintiff 04/01/88

Rec'd
5/10/88

Registered article Envoi recommandé		<input checked="" type="checkbox"/> Letter Lettre	<input type="checkbox"/> Print Imprimé	<input type="checkbox"/> Other Autre
<input type="checkbox"/> Insured parcel Colis avec valeur déclarée		Insured value Valeur déclarée \$		
Office of mailing Bureau de dépôt	Date of posting Date de dépôt		No.	
OSKALOOSA, IOWA 52577	MAR 16 1988		435601844	
Addressee (Name or firm) Nom ou raison sociale du destinataire		GREGG'S BOOKS		
Street and No. Rue et No.		1000 W. 25th St.		
Place and country Lieu et pays		GREENE IOWA 52527		
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, or, if those regulations so provide, by the employee of the office of destination, and returned by the first mail directly to the sender. Cet avis doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, ou, si ces règlements le comportent, par l'agent du bureau de destination, et renvoyé par le premier courrier directement et rapidement à l'expéditeur.		Place of delivery Lieu de destination ARGYRUPOLIS		
<input type="checkbox"/> The article mentioned above was duly delivered. L'envoi mentionné ci-dessus a été dûment livré.		Date		
Signature of the addressee Signature du destinataire		Signature of the employee of the office of destination Signature de l'agent du bureau de destination		

10

PAID 3/23/88
605517

Madison County Sheriff's Office
Winterset, Iowa 50273

IN THE CASE OF

Paul Boosalis et al

VS

Angelo Nikas et al

Fees must be paid before the return of Notice.

Paul D. Welch

Sheriff of Madison County, Iowa

Ken Burk

Deputy

Date Served:
March 17/18/19, 1988

Service \$ 50.00

Copies \$

Mileage ... \$ 6.30

TOTAL \$ 56.30

POSTMARK OF
OSKAJOLA IA
MAR 16 1988
USPO

REGISTERED NO. <i>12835607844</i>	Special Delivery \$	Without Post-Insurance \$25,000 Domestic Ins. Limit
Reg. Fee \$ <i>3.00</i>	Return Receipt \$ <i>70</i>	Customer must declare Full value \$ <i>1000</i>
Handling Charge \$	Restricted Delivery \$	Customer Completion (Please Print)
Postage \$ <i>1.70</i>	Receipt \$	FROM <i>Geo. D. Dink</i>
Post Office Completion	Int'l	TO <i>11171 Ave S</i>
		<i>Oskaola Iowa 50273</i>
		<i>Paul D. Welch</i>
		<i>Deputy Sheriff</i>
		<i>Ken Burk</i>

PS FORM 3806 RECEIPT FOR REGISTERED MAIL (Customer Copy)
Apr. 1985 (See Information on Reverse)

All Entries MUST be in Ball Point or Typed

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side of this form. Failure to do this will prevent this card from being returned to you. The return receipt will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge?)

2. Restricted Delivery (Extra charge?)

3. Article Addressed To: Article Number 602 934 741

John W. Moore Sr. US Attorney Gen.
Dept. of Justice
Washington, DC 20530
MAIL ROOM

4. Type of Service: Registered Insured Certified COD Express Mail

5. Signature - Addressee: MAR 2 5 1988

6. Signature - Agent: Patricia E. Scheilman

7. Date of Delivery: PARTICIA E. SCHEILMAN

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge?)

2. Restricted Delivery (Extra charge?)

3. Article Addressed to: Article Number 602 934 738

PVA Marshall, Inc
500 Sycora
Los Moches, CA 50316

4. Type of Service: Registered Insured Certified COD Express Mail

5. Signature - Addressee: 3-17-88

6. Signature - Agent: Patricia E. Scheilman

7. Date of Delivery: 3-17-88

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge?)

2. Restricted Delivery (Extra charge?)

3. Article Addressed To: Article Number 602 934 740

U.S. Attorney Gen.
115 U.S. Courthouse
Los Moches, CA 50309

4. Type of Service: Registered Insured Certified COD Express Mail

5. Signature - Addressee: 50309

6. Signature - Agent: Patricia E. Scheilman

7. Date of Delivery: 3-17-88

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge?)

2. Restricted Delivery (Extra charge?)

3. Article Addressed to: Article Number 602 934 739

507 Air-101
210 Gladwin St.
Los Moches, CA 50309

4. Type of Service: Registered Insured Certified COD Express Mail

5. Signature - Addressee: 50309

6. Signature - Agent: Patricia E. Scheilman

7. Date of Delivery: 3/17/88

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT