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STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 451 Filed for Record this 3 day of Sept. 1985 at 10:30 AM
Book 120 Page 170 Recording Fee 30.00 Mary E. Welty, Recorder, By Shirley G. Henry Deputy

AFFIDAVIT OF PUBLICATION

STATE OF IOWA } ss.
Madison County }

John Gorman BEING DULY SWORN

SAYS HE IS publisher OF THE

WINTERSET MADISONIAN, a once weekly newspaper of general circulation, published in Winterset, Iowa, and that the notice, a copy of 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 31 day of

July 19 85

John Gorman

Subscribed and sworn to before me this 31 day of

July 19 85

JoDavle Irvin

NOTARY PUBLIC
In and for Madison County

Fee $ 29.62

JoDAVLE IRVIN
MY COMMISSION EXPIRES
2-23-86

PUBLIC NOTICES

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: MRC FARMS, INC.

You and each of you are hereby notified:

(1) That the written contract dated November, 1980, and executed by Silas N. Davis and Louise A. Davis, husband and wife, as Vendors and MRC Farms, Inc. as Vendees for the sale of the following described real estate:

The Northwest Quarter (¼) of the Southeast Quarter (¼) and the Northeast Quarter (¼) of the Southwest Quarter (¼) and the Northwest Quarter (¼) of the Southwest Quarter (¼), all in Section Eight (8), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, has not been complied with, in respect to the terms and conditions of said contract in the following specific particulars:

(a) 1 March 1985 principal payment 2,000.00
(b) Interest from 1 March 1984 at 8% per annum 9,200.00
* (c) $0.00 attorney fees 0.00
Total $11,200.00

* Payment of attorney fees is not required to comply with the Notice and prevent forfeiture.

(2) That said contract will stand forfeited and cancelled as by its terms and provisions it may be, unless the parties in default within 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.

SILAS N. DAVIS AND LOUISE A. DAVIS
Vendors
Rt. 1, Box 85,
Booneville, IA 50038

DARLING, CHICKERING & DARLING
By Chet R. Chickering
Their Attorney
53 Jefferson Street
Winterset, Iowa 50273

6,7,8

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IOWA STATE BAR ASSOCIATION
Official Form No. 8 (Trade-Mark registered, State of Iowa, 1967)

• FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: MRC FARMS, INC., MID-IOWA FARMS, ELK FARMS, DALLAS COUNTY STATE BANK, now known as BRENTON BANK & TRUST CO., and CARL HENRY

You and each of you are hereby notified:

(1) That the written contract dated November 19 80, and executed by Silas N. Davis and Louise A. Davis, husband and wife,

as Vendors and MRC Farms, Inc.

as Vendees

for the sale of the following described real estate:

The Northwest Quarter (¼) of the Southeast Quarter (¼) and the Northeast Quarter (¼) of the Southwest Quarter (¼) and the Northwest Quarter (¼) of the Southwest Quarter (¼), all in Section Eight (8), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, which contract is recorded at Deed Record 114, Page 780. Said contract was assigned by Vendee to Mid-Iowa Farms, a partnership, by virtue of the instrument recorded at Deed Record 114, Page 783; and Mid-Iowa Farms assigned its interest in said contract to Elk Farms by virtue of the instrument recorded at Deed Record 115, Page 633,

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

(a)	1 March 1985 principal payment	2,000.00
(b)	Interest from 1 March 1984 at 8% per annum	9,200.00
*(c)	$0.00 attorney fees	0.00
(d)		
	* Payment of attorney fees is not required to comply with the Notice and prevent forfeiture	
	Total	$11,200.00

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SILAS N. DAVIS AND LOUISE A. DAVIS
Rt. 1, Box 85, Booneville, IA 50038
Vendors (or Successors in Interest)

DARLING, CHICKERING & DARLING

CHAPTER 656
CODE OF IOWA

By Chet R. Chickering
Chet R. Chickering Their Attorney
Address: 53 Jefferson Street
Winterset, Iowa 50273

ACKNOWLEDGEMENT OF SERVICE

The undersigned, on the date hereinafter set forth, hereby acknowledge due, timely and legal service of the foregoing notice, and acknowledge receipt of copy thereof at the time and place set opposite our respective names.

	Date of Service	Place of Service
Mid-Iowa Farms		
By: [signature]	7/17/85	Eldora, Iowa
Treasurer of Eldora Land Company, the corporate member of said partnership		

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	Total	$11,200.00

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SILAS N. DAVIS AND LOUISE A. DAVIS
Rt. 1, Box 85, Booneville, IA 50038
Vendors (or Successors in Interest)

DARLING, CHICKERING & DARLING

CHAPTER 656
CODE OF IOWA

By Chet R. Chickering
Chet R. Chickering Their Attorney
Address: 53 Jefferson Street
Winterset, Iowa 50273

Please type or print name under signatures as per Section 335.2 Code of Iowa

ACKNOWLEDGEMENT OF SERVICE

The undersigned, on the date hereinafter set forth, hereby acknowledge due, timely and legal service of the foregoing notice, and acknowledge receipt of copy thereof at the time and place set opposite our respective names.

	Date of Service	Place of Service
ELK Farms		
By: W. N. Wilson	7/17/85	Eldora, Iowa
Treasurer of Eldora Land Company, the corporate member of said partnership		

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

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SILAS N. DAVIS AND LOUISE A. DAVIS
Rt. 1, Box 85, Booneville, IA 50038
Vendors (or Successors in Interest)

DARLING, CHICKERING & DARLING

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Chet R. Chickering Their Attorney
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Winterset, Iowa 50273

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	Date of Service	Place of Service

RETURN OF SERVICE OF NOTICE

STATE OF IOWA, DALLAS COUNTY, SS:

I hereby certify and return that the hereto attached Notice of Forfeiture of Real Estate Contract came into my hands for service on the 18th day of July, 19 85, and on the 18th day of July, 19 85, I served the same on Dave Koch for Dallas County State Bank now known as Brenton Bank and Trust Co. by delivering a true and correct copy thereof to him personally in the Town of Adel, Dallas County, Iowa.

And on the _____ day of _____, 19_____, I served the same on _____, at _____ dwelling-house or usual place of abode in the _____ of _____, Dallas County, Iowa, by there delivering a true and correct copy thereof to _____, a person residing therein who was then more than eighteen years old.

Service $ 10.00
Copy _____
Mileage 1.00
TOTAL $ 11.00

Lee Struble
Sheriff, Dallas County, Iowa

By C. L. Scott Deputy

7/23/85 Pdby Plaintiff's Atty cc

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IOWA STATE BAR ASSOCIATION
Official Form No. 8 (Trade-Mark Registered, State of Iowa, 1967)

• FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

FILED
MADISON COUNTY SHERIFF
WINTERSET, IOWA
330 PM
JUL 26 1985

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By Chet R. Chickering
Chet R. Chickering Their Attorney
Address: 53 Jefferson Street
Winterset, Iowa 50273

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	Date of Service	Place of Service
Carl Henry	7-31-85	Scott

Please type or print name under signatures as per Section 335.2 Code Iowa