105-761

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

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

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

Compared

2121

FILED NO. _____
BOOK 118 PAGE 733

1985 JUN -3 PM 2:28

IND. ✓
REC. ✓
PAGE ✓

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee $15.00 3pgs.

TO WHOM IT MAY CONCERN:

STATE OF IOWA
} ss:
COUNTY OF POLK

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.

Upon the following described real estate:

Southwest Quarter (SW 1/4) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., 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.

Affiant
Attorney for Floyd R. & Helen M. Keesey

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 31st day of May, 1985

SEAL IOWA CYNTHIA L. WEED MY COMMISSION EXPIRES 9-12-87

Notary Public in and for said County.

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 3 day of JUNE, 1985

Mary E. Welty
Recorder

IOWA STATE BAR ASSOCIATION • FOR THE LEGAL EFFECT OF THIS FORM, CONSULT YOUR LAWYER

FILED
MADISON COUNTY SHERIFF
WINTERSET, IOWA

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

1244 NRM

APR 25 1985

TO: VIRGIL NORMAN SMITH and MARILYN E. SMITH / SOUTH CENTRAL IOWA PRODUCTION CREDIT ASSOCATION

Rural Route 1 — Highway 34 and South Cherry

Van Meter, Iowa — Creston, Iowa

You and each of you are hereby notified:

(1) The terms of the written contract dated June 29, 1976, and executed by Floyd R. Keesey and Helen M. Keesey,

as Vendors, and Virgil Norman Smith and Marilyn E. Smith, as Vendees,

for the sale of the following described real estate:

Southwest Quarter (SW¼) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

has not been complied within the following specific particulars:

(a)	Real estate contract payment due 3-1-85 of $7,000.00 plus interest to 3-1-85 in the amount of $8,640.00, interest at 8% thereafter	$15,640.00
(b)	Abstracting fees to date	53.00
(c)	Real estate taxes due under contract, 1st half unpaid in the amount of $1,315.00 plus penalty, and 2nd half unpaid	2,630.00
(d)		
	Total	$18,323.00

(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.

FLOYD R. KEESEY and HELEN M. KEESEY

Vendors (or Successors in Interest)

By Donald F. Neiman

DONALD F. NEIMAN, Their Attorney—

Address: 1119 High Street
Des Moines, Iowa 50308
Telephone: 1-515-282-9247

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

© The Iowa State Bar Association

RETURN OF SERVICE — Personal

STATE of _____ ,

ss.

County of _____

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

_____

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

_____

_____ , Notary Public in the above State.

FEES

Service . . . . . $ 9.00

Copies . . . . . $ _____

Mileage . . . . . $ 24.00

Total . . . . . $ 33.00

Co-pd Plaintiff atty 05-06-85 M

RETURN OF SERVICE — Leaving Copy

STATE OF IOWA ,

ss.

County of MADISON

The undersigned, being first duly sworn, upon oath deposes and states that on May. 1 19 85, he served the notice on the reverse side on Virgil Norman Smith & Marilyn E. Smith at his _____ dwelling house or usual place of abode in the ~~XXXXXXXXX~~ Township of Jefferson in Madison County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to Marty Smith, son

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

C. J. Nicholl, Deputy

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

_____

_____ ,Notary Public in the above State.