IND. ✓
REC. ✓
PAGE ✓

CC

FILED NO. 461
BOOK 117 PAGE 212

1983 AUG 31 AM 9:10

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $21.00

AFFIDAVIT

STATE OF IOWA :
: ss
MADISON COUNTY :

I, Jerrold B. Oliver, being first duly sworn on oath state that this Affidavit concerns the chain of title to the following-described real estate:

> The Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except the North Ten (10) acres thereof, together with all easements and servient estates appurtenant thereto.

I further state that a Notice of Forfeiture of Real Estate Contract was served upon Woodrow O. Davis, Marylu Messerschmidt, a/k/a Maryln Messerschmidt and Dan Waltz.

I further state that the date of service upon said persons is as follows:

> Marylu Messerschmidt - served June 15, 1983
> Dan Waltz - served June 14, 1983.

Said Notices of Forfeiture of Real Estate Contract and Returns of Service are attached hereto and marked Exhibits "A" and "B".

I further state that Woodrow O. Davis could not be served by personal service in the State of Iowa, and that he was served by publication and mailing. See copy of notice mailed to the said Woodrow O. Davis attached hereto and marked Exhibit "C". Said notice was mailed to Woodrow O. Davis at his last mailing address, to-wit: Rural Route 3, Winterset, Iowa 50273, by mailing said notice to him by ordinary mail on June 14, 1983, in a sealed envelope with proper postage thereon. Attached hereto and marked Exhibit "D" is a copy of the Affidavit of Publication in which said Notice of Forfeiture to Woodrow O. Davis was published as required by law.

I further state that none of said persons served with Notice of Forfeiture of Real Estate contract have complied with the terms and conditions referred to in the Notice of Forfeiture that are in default. Said contractnow stands forfeited pursuant to Chapter 456 of the Code of Iowa.

Jerrold B. Oliver
Jerrold B. Oliver

TERRI COLLINS
IOWA
NOTARIAL

Subscribed and sworn to before me by the said Jerrold B. Oliver this 30 day of August, 1983.

Terri Collins
Notary Public in and for the State of Iowa

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: WOODROW O. DAVIS, MARYLU MESSERSCHMIDT, a/k/a MARYLU MESSERSCHMIDT, and DAN WALTZ

You and each of you are hereby notified:

(1) That the written contract dated October 12, 1981, 19____, and executed by Richard Dean Pettit and Charleen Pettit, husband and wife as Vendors and Woodrow O. Davis and Marylu Messerschmidt, also known as Maryln Messerschmidt as Vendees for the sale of the following described real estate:

The Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except the North Ten (10) acres thereof, together with all easements and servient estates appurtenant thereto,

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

(a) $3,500.00 payable on or before May 1, 1983, has not been paid	$3,500.00
(b)	
(c)	
(d)	
Total	$3,500.00

(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.

Richard Dean Pettit

Charleen Pettit
Vendors (or Successors in Interest)

CHAPTER 656
CODE OF IOWA

By G. Stephen Walters Their Attorney—
Address: Farmers & Merchants Bank Bldg.
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

~~DEED REC. 117~~

If service by publication see footnote on first page and determine what constitutes an adequate return.

RETURN OF SERVICE—Personal

STATE of Iowa,

County of WARREN } ss.

The undersigned first being duly sworn, upon oath deposes and states that he served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names, to-wit:

Persons Served	Day	Month	Year	~~City~~, Town or Township	County	State
Marylu Messerschmidt	15	6	1983	Washington	Warren	Iowa

Carl A Turner

Subscribed in my presence and sworn to before me by said affiant this 16th day of June, 19 83.

Barbara Trosten, Dep

Notary Public in and for said County and State.

FEES

Service - - - - - - $ 6.00

Copies - - - - - - $ _____

Mileage - - - - - - $ 1.00

Total - - - - - - - $ 7.00

Paid By

H Stephen Walters

Pltf's Atty. ~~Def. Atty~~

6-21-83

WILLIAM M. MATTHEWS
WARREN CO. SHERIFF

By Carmine Miller Deputy

RETURN OF SERVICE—Leaving Copy

STATE OF IOWA,

County of _____ } ss.

The undersigned, being first duly sworn, upon oath deposes and states that on the _____ day of _____, 19____, he served the notice on the obverse side hereof on _____ at his _____ dwelling house or usual place of abode in the City, Town or Township of _____ in _____ County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy thereof to _____ a person residing therein who was then at least eighteen years old.

_____

Subscribed in my presence and sworn to before me by said affiant this _____ day of _____, 19____.

_____

_____, Notary Public in and for said County and State.

Note: For service by publication, see Code Section 656.3.

Note: For proof and record of service, see Code Section 656.5.

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: WOODROW O. DAVIS, MARYLU MESSERSCHMIDT, a/k/a MARYLU MESSERSCHMIDT, and DAN WALTZ

You and each of you are hereby notified:

(1) That the written contract dated October 12, 1981, 19____, and executed by Richard Dean Pettit and Charleen Pettit, husband and wife as Vendors and Woodrow O. Davis and Marylu Messerschmidt, also known as Maryln Messerschmidt as Vendees for the sale of the following described real estate:

The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirty-two (32), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except the North Ten (10) acres thereof, together with all easements and servient estates appurtenant thereto,

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

(a)	$3,500.00 payable on or before May 1, 1983, has not been paid	$3,500.00
(b)		
(c)		
(d)		
	Total	$3,500.00

(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.

RECEIVED
'83 JUL 4 AM 9 29
PAUL WELCH
SHERIFF FIDE
MADISON CO. IOWA

CHAPTER 656
CODE OF IOWA

Richard Dean Pettit

Charleen Pettit
Vendors (or Successors in Interest)

By G. Stephen Walters Their Attorney
Address: Farmers & Merchants Bank Bldg.
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

DEED REC. 117

If service by publication see footnote on first page and determine what constitutes an adequate return.

RETURN OF SERVICE—Personal

STATE of Iowa,
County of Madison } ss.

The undersigned first being duly sworn, upon oath deposes and states that he served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names, to-wit:

Persons Served	Day	Month	Year	City, Town or Township	County	State
Dan Waltz	14th	June	1983	Lincoln	Madison	Iowa
				Sheriff D. Welch		
				Madison County		
				22 N 1st Ave.		
				Winterset, IA 50273		
				Phone 515-462-3575		

Clavis G. Cox
David G. Cox, Deputy

Subscribed in my presence and sworn to before me by said affiant this_____day of_____, 19____.

_____
_____, Notary Public in and for said County and State.

FEES
Service - - - - - - $ 6.00
Copies - - - - - - $
Mileage - - - - - - $ 4.08
Total - - - - - - $ 10.08

06-15-83 Fee 30 days Plaintiff's atty pm.

RETURN OF SERVICE—Leaving Copy

STATE OF IOWA,
County of_____ } ss.

The undersigned, being first duly sworn, upon oath deposes and states that on the_____ day of_____, 19____, he served the notice on the obverse side hereof on_____ at his_____dwelling house or usual place of abode in the City, Town or Township of_____ in_____County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy thereof to_____ a person residing therein who was then at least eighteen years old.

_____

Subscribed in my presence and sworn to before me by said affiant this_____day of_____, 19____.

_____
_____, Notary Public in and for said County and State.

Note: For service by publication, see Code Section 656.3.

Note: For proof and record of service, see Code Section 656.5.

NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT

TO: Woodrow O. Davis

You are hereby notified:

(1) That the written contract dated October 12, 1981, and executed by Richard Dean Pettit and Charleen Pettit, Husband and Wife, as Vendors, and Woodrow O. Davis and Marylu Messerschmidt, also known as Maryln Messerschmidt, for the sale of the following described real estate:

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

(a) $3,500.00 payable on or before May 1, 1983, has not been paid $3,500.00

Total $3,500.00

(2) That said contract will stand forfeited and cancelled as by its terms and provisions it may be, unless the parties in default, on or before August 30, 1983, shall perform the said terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

Richard Dean Pettit
Charleen Pettit
Vendors

By G. Stephen Walters
G. Stephen Walters
Webster, Jordan, Oliver & Walters
Farmers & Merchants Bank Bldg.
Winterset, Iowa 50273

ATTORNEYS FOR VENDORS

AFFIDAVIT OF PUBLICATION

FILED

1983 JUL -5 PM 4:02

MARGARET [illegible]
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

STATE OF IOWA)
) ss.
Madison County)

John Gorman BEING DULY SWORN

SAYS HE IS pub lisher 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 29 day of

June, 1983

John Gorman

Subscribed and sworn to before me this 30 day of

June, 1983

JoDayle Irvin
NOTARY PUBLIC
In and for Madison County

Fee $ 29.56

Pd by M.J.O.+H.

JoDAYLE IRVIN
MY COMMISSION EXPIRES
2-23-86

PUBLIC NOTICES

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Woodrow O. Davis

You are hereby notified:

(1) That the written contract dated October 12, 1981, and executed by Richard Dean Pettit and Charleen Pettit, Husband and Wife, as Vendors, and Woodrow O. Davis and Marylu Messerschmidt, also known as Maryln Messerschmidt, for the sale of the following described real estate:

The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirty-two (32), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except the North Ten (10) acres thereof, together with all easements and servient estates appurtenant thereto,

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

(a) $3,500.00 payable on or before May 1, 1983, has not been paid

$3,500.00
Total $3,500.00

(2) That said contract will stand forfeited and cancelled as by its terms and provisions it may be, unless the parties in default, on or before August 30, 1983, shall perform the said terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

Richard Dean Pettit
Charleen Pettit
Vendors
By G. Stephen Walters
Webster, Jordan, Oliver and Walters
Farmers & Merchants Bank Bldg.
Winterset, Iowa 50273

ATTORNEYS FOR VENDORS
1-3

"EXHIBIT" D