Cancelled

IND. ✓
REC. ✓
PAGE ✓

FILED NO. 1979
BOOK 117 PAGE 730
1984 MAY -1 PM 4:11
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $12.00
4 pgs.

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 Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the East Half of the Northwest Quarter of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$) and the East Half of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Iowa, except land heretofore conveyed for highway purposes.

I further state that as attorney for John W. Peterson and Lila A. Peterson I caused to be served a Notice of Forfeiture of Real Estate Contract upon James L. Harger, Diane Harger and Jim & Diane Harger, Inc. Said Notice of Forfeiture was served upon the said James L. Harger, Diane Harger and Jim & Diane Harger, Inc. on March 16, 1984. See said Notice of Forfeiture of Real Estate Contract attached hereto and returns of service attached thereto.

I further state that the above-named persons and corporation were in possession of said real estate at the time said Notice of Forfeiture was served.

I further state that more than thirty (30) days have passed since the service of Notice of Forfeiture and that none of said persons or said corporation have complied with the terms and conditions referred to in the Notice of Forfeiture that are in default. I further state that said contract now stands forfeited pursuant to Chapter 656 of the Code of Iowa.

Dated this 1 day of May, 1984.

Jerrold B. Oliver

Subscribed and sworn to before me this 1 day of May, 1984.

KIM MATHES
Iowa
NOTARIAL SEAL

Notary Public in and for the State of Iowa.

Contract 115-491

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

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

km

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

RECEIVED
UNION COUNTY, IOWA
MAR 12 1984
DONALD LOY, SHERIFF
By

TO: Jim & Diane Harger, Inc.
c/o James L. Harger and Diane Harger
R. R. #1, Lorimor, Iowa 50149

You and each of you are hereby notified:

(1) That the written contract dated January 2, 19 82, and executed by John W. Peterson and Lila A. Peterson, husband and wife, as Vendors and Jim & Diane Harger, Inc. as Vendees

for the sale of the following described real estate:

See description of property to which forfeiture applies attached hereto and marked Exhibit "A".

The original contract described the following-described real estate:

The Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the East Half of the Northwest Quarter of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$) and the East Half of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-four (35), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Iowa, except land heretofore conveyed for highway purposes.

Said description contained an error in the description of the section number where it stated "Section Thirty-four (35)". The correct section number is Section 35.

Since the date of said contract, Vendors have conveyed by deed the two acre tract described as an exception above.

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

(a) One Thousand Eight Hundred Dollars ($1,800.00) principal due on January 2, 1984.	1,800.00
(b) Five Thousand Two Hundred Ninety-five Dollars and Fifty Cents ($5,295.50) interest due on January 2, 1984.	5,295.50
(c) Interest on said delinquent amounts at 9% from January 2, 1984	
(d)	
Total	$7,095.50 plus interest as set forth in C above.

RECEIVED
'84 MAR 13 AM 10 45
PAUL D. KOCH
SHERIFF'S OFFICE
MADISON COUNTY, IOWA

(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.

John W. Peterson and Lila A. Peterson

Vendors (or Successors in Interest)

CHAPTER 656
CODE OF IOWA

By Jerrold B. Oliver
Jerrold B. Oliver Their Attorney—
Address: Farmers & Merchants State Bank Bldg.
P. O. Box 230
Winterset, Iowa 50273

Please type or print names 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

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
James L. Harger	16th	March	1984	Monroe	Madison	Iowa

Sheriff Paul D. Welch
Madison County
220 N. 1st Ave.
Winterset, IA 50273
Phone 515-462-3575

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

C. J. Nicholl, Deputy Sheriff

~~Notary Public in and for said County and State.~~

FEES

Service - - - - - $ 15.00
Copies - - - - - $ 5.76
Mileage - - - - - $
Total - - - - - - $ 20.76

03-22-84 Fee Ck Sheriff by Atty rm

RETURN OF SERVICE—Leaving Copy

STATE OF IOWA,

County of Madison } ss.

The undersigned, being first duly sworn, upon oath deposes and states that on the 16th day of March, 19 84, he served the notice on the obverse side hereof on Diane Harger at his ~~or usual~~ dwelling house or usual place of abode in the ~~City, Town~~ or Township of Monroe in Madison County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy thereof to James L. Harger a person residing therein who was then at least eighteen years old.

Sheriff Paul D. Welch
Madison County
220 N. 1st Ave.
Winterset, IA 50273
Phone 515-462-3575

RETURN OF SERVICE—Company or Corporation

STATE OF IOWA, ~~Madison~~ County, ss.

The within Notice came into my hands on the 16th day of March, 19 84 and on the 16th day of March, 19 84, I served the same upon the Jim & Diane Harger, Inc.

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

FEES

Service - - - ~~See Notice~~ for fees
Copies - - - $
Mileage - - - $
Total - - - $

Paul D. Welch, Sheriff
Madison
of ____ County
By C. J. Nicholl Deputy.

EXHIBIT "A"

The East Three-fourths (3/4) of the North Half (½) of the Northwest Quarter (¼) of the Northwest Quarter (¼); the Southeast Quarter (¼) of the Northwest Quarter (¼) of the Northwest Quarter (¼); and the Southwest Quarter (¼) of the Northwest Quarter (¼) of Section Thirty-five (35), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, except a parcel of land in the Southwest Quarter (¼) of the Northwest Quarter (¼) of said Section Thirty-five (35), more particularly described as follows:- Commencing at the Northeast corner of the Northwest Quarter (¼) of the Northwest Quarter (¼) of said Section Thirty-five (35); thence South 1507.94 feet along the East line of the West Half (½) of said Northwest Quarter (¼); thence North 84°15'34" West 132.13 feet to the Westerly Right of Way of relocated U.S. Highway 169, being the point of beginning; thence continuing North 84°15'34" West 168.26 feet; thence South 08°30' 49" West 427.81 feet; thence South 84°15'34" East 213.95 feet to said Westerly Right of Way; thence along said Right of Way, North 12°54'05" East 118.06 feet (recorded as North 12°28' East 116.9 feet); thence North 00°04'54" East 189.14 feet (recorded as North 00°18'30" East 186.3 feet); thence North 04°03'30" West 123.73 feet to the point of beginning, containing 2 acres, more or less; and except that part thereof heretofore conveyed for highway purposes,