STATE OF IOWA :
:ss
COUNTY OF MADISON :

A F F I D A V I T

The undersigned, Bernard E. Wight, Attorney in Fact for Harry M. Wight and Gladys M. Wight, hereby states that attached hereto and by this reference made a part hereof is a Notice of Forfeiture of Real Estate Contract with proof of service endorsed thereon, showing that the same was served upon John C. Boyd and Debbie J. Boyd on February 4, 1982.

The undersigned further states that the said John C. Boyd and Debbie J. Boyd have failed to perform the terms and conditions as to which they were in default at the time said notice was served.

Bernard E. Wight

Subscribed and sworn to before me by the said Bernard E. Wight on this 8th day of March, 1982.

CAROL KNAPP Iowa NOTARIAL SEAL

Carol Knapp

Notary Public in and for the State of Iowa

Compared

FILED NO. 1217
BOOK 115 PAGE 639
1982 MAR -8 PM 4:25
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 9 00
3pgs.

IND. L
REC. L
PAGE L

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

RECORDED

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

'82 FEB 3 PM 4 18

PAUL D. WELCH
SHERIFF'S OFFICE
MADISON COUNTY, IOWA

TO: JOHN C. BOYD and DEBBIE J. BOYD
Rural Route #3
Winterset, Iowa 50273

You and each of you are hereby notified:

(1) That the written contract dated July 23, 1979, and executed by Bernard E. Wight, Attorney in Fact for Harry M. Wight and Gladys M. Wight

as Vendors and John C. Boyd and Debbie J. Boyd

as Vendees

for the sale of the following described real estate:

The West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the South 55 acres of the East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) all in Section Thirteen (13), and all in Township Seventy-five (75) North of Range Twenty-nine (29) 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)	The principal payment due March 1, 1981, was unpaid in the sum of	$1,050.00
(b)	The interest due on March 1, 1981, remains unpaid in the sum of	$3,508.41
(c)	The interest on the unpaid principal payment of $1050 and the unpaid interest on the sum of $3508.41 from date of March 1,	285.60
(d)	1981 to date of November 10, 1981 remains unpaid in the sum of	
	Total	$4,844.01

(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.

Bernard E. Wight, Attorney in Fact for
Harry M. Wight and Gladys M. Wight
Vendors (or Successors in Interest)

WEBSTER, JORDAN, OLIVER & WALTERS

CHAPTER 656
CODE OF IOWA

By Lewis H. Jordan **Their Attorney—**

Address: Farmers & Merchants STate Bank Bldg.
Post Office Box 230
Winterset, Iowa 50273
Telephone: 515/462-3731

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
John C. Boyd	04	Feb	1982	Webster	Madison	Iowa
Debbie J. Boyd	04	Feb	1982	Webster	Madsion	Iowa

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

David G. Cox, Deputy Sheriff

_____, Notary Public in and for said County and State

FEES

Service - - - - - - $ 9.00

Copies - - - - - - $ _____

Mileage - - - - - - $ 5.25

Total - - - - - - - $ 14.28

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.