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Compared
2721
FILED NO.
BOOK 47 PAGE 124
1976 MAY 13 AM 11:47
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
See #6 50

HGW

AFFIDAVIT

STATE OF IOWA :
: ss
COUNTY OF WRIGHT :

I, Freda L. Creger, also known as Freda Creger, after first being duly sworn upon oath, depose and state that I am one of vendors of the real property described in the "Notice of Forfeiture of Real Estate Contract", a copy of which is attached hereto, and incorporated herein by this reference; that the said notice was prepared at my request as one of the owners of the said real estate and as an agent or representative of the other owners; that the said notice was served upon Terry L. Berry and Kathlyn D. Berry as shown by the return of service on the back of it more than 30 days last passed. I further state that I know of my own personal knowledge that the said Terry L. Berry and Kathlyn D. Berry did not perform the terms and conditions as to which there was default to date.

This affidavit and the attached "Notice of Forfeiture of Real Estate Contract" with proof of service endorsed thereon is filed pursuant to the provisions of Sec. 656.5 of the 1975 Code of Iowa.

Freda L. Creger

Subscribed and sworn to before me by the said Freda L. Creger on this 10 day of May, 1976.

Notary Public in and for the State of Iowa.

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

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

RECEIVED
4-5-76
145 pm
MADISON COUNTY
SHERIFF
WINTERSET, IOWA

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: TERRY L. BERRY and KATHLYN D. BERRY

You and each of you are hereby notified:

(1) That the written contract dated June, 19 73, and executed by Freda Creger, Wilbur D. Creger and Edna M. Creger as Vendors and Terry L. Berry and Kathlyn D. Berry as Vendees for the sale of the following described real estate:

Commencing at a point 188.5 feet north and 33 feet west of the southeast corner of the SE¼ of the NE¼ Section 16, Township 74 North, Range 26, West of the 5th P. M., Madison County, Iowa, to the point of beginning, thence west 202 feet, thence north 94 feet, thence east 202 feet, thence south 94 feet to point of beginning.

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

(a)	Payments due on the 1st day of March of 1976 and the 1st day of April of 1976 have not been paid in the	$ 120.00
(b)	amount of $60 per month for a total of - - - - - - - - - - - -	
(c)		
(d)		
	Total	$ 120.00

(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.

*If service of this notice is by publication rather than by personal service, use a fixed date. The Title Standards Committee, so far, has not come to an agreement as to whether Code Sections 656.2 and 656.3 permit any procedure other than the use of a fixed date.

CHAPTER 656
CODE OF IOWA

Freda Creger, Wilbur D. Creger, Edna M. Creger, husband and wife, and Freda L. Creger, as conservator for Ona S. Creger and administrator of the estate of Ona S. Creger.
Vendors (or Successors in Interest)

By G. Stephen Walters
G. Stephen Walters Their Attorney—
Address: Webster, Jordan, Oliver & Walters
Farmers & Merchants State Bank Bldg.
Winterset, Iowa 50273
Telephone: 515-462-3731

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
Kathlyn D. Berry	8th	Apr	1976	Ohio	Madison	Iowa

REX ROUSE
SHERIFF, MADISON COUNTY
WINTERSET, IOWA 50273
Phone 462-3575

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

_____, Notary Public in and for the State of Iowa

John Toppenberg, Deputy

FEES

Service - - - - - - $ 4.00
Copies - - - - - - $ ____
Mileage - - - - - - $ 6.00
Total - - - - - - $ 10.00

4-9-76 Fees Paid by Plaintiff's Attorney Mr.

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 5th day of April, 19 76, he served the notice on the obverse side hereof on Terry L. Berry at his usual dwelling house or usual place of abode in the City, Town or Township of Ohio in Madison County, Iowa, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy thereof to Kathlyn D. Berry a person residing therein who was then at least eighteen years old.

REX ROUSE
SHERIFF, MADISON COUNTY
WINTERSET, IOWA 50273
Phone 462-3575

John Toppenberg, Deputy

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

_____, Notary Public in and for the State of Iowa

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

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

45-452