

D.I. & Clara J. Campbell
By Foster W. Powell, Their Atty
To

#4570
Fee \$.70

Filed for record the 11 day of
October A.D. 1937 at 9:30 o'clock
A.M.

R.D. & Mary Warnock

Valda C. Bishop, Recorder

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

R.D. Warnock and Mary Warnock Vendees,

YOU AND EACH OF YOU are hereby notified that upon the expiration of thirty days from and after the service of this notice, there will be and become forfeited and cancelled, that certain real estate contract in writing dated the 28th day of September, 1936, entered into between you as vendees and D.I. Campbell and Clara J. Campbell as vendors, providing for the sale by said vendees of the following described real estate:

The South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 27, Township 74 N. Range 29 W., 5th P.M. Madison County, Iowa.

and providing among other things for the payment of a purchase price of \$8000.00 less a down payment of \$1000.00, and with interest at 5% per annum from January 1st, 1937, payable semi-annually, upon the unpaid balance and for the payment by said vendees of all taxes upon said premises assessed for the year 1936 and thereafter, and that upon default in the performances of said contract by the vendees, that the vendors should be entitled to the immediate possession of said premises and the vendees vacate said premises forthwith, and that the vendors should be entitled to all the rents, issues and profits from said premises, including crops and grains not harvested at the time of said default, and that the earnest money paid upon said contract should be forfeited as liquidated damages and the contract be and become null and void, and that time is the essence of the contract and of all ^{the} conditions thereof.

Said forfeiture and cancellation will be made on account of your failure as vendees to make the payments of interest and taxes as provided in said contract, also because by reason of your cutting down and selling standing timber on said premises and plowing up old established pasture and meadow land on said premises you are depreciating and have depreciated the value of said premises as security for the payment of the sums due the vendors under the terms of said contract.

Service of this notice is made pursuant to the provisions of Chapter 527 of the 1935 Code of Iowa; and unless within said thirty days from the service of this notice you perform all of the obligations on your part now delinquent and in default under said contract and make all payments of interest and taxes and all other sums which may be due under the terms of said contract and pay the costs of the service of this notice upon you and each

of you and fully perform all conditions of said contract which you have broken, the said contract will become null and void and you will become barred and forever estopped from having, asserting or claiming any right, title or interest in and to the premises above described or any part thereof .

Dated this 16th day of August, 1937.

D.L.Campbell and Clara J. Campbell, Vendors
By Foster W. Powell
(Foster W. Powell) Their Attorney.

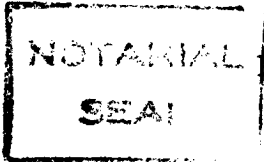
STATE OF IOWA, County of Madison, SS:

E.F.Powell, being duly sworn, states: that the foregoing Notice of Forfeiture of Real Estate Contract came into his hands on the 23rd day of August, 1937; that he personally served the same on R.D.Warnock and Mary Warnock, the vendees named therein, by reading the same to each and both of said vendees in their presence and hearing and delivering to each of them a true copy of said notice on said 23rd day of August, 1937, in Grand River township, Madison County, Iowa.

E.F.Powell

Subscribed and sworn to before me this 14 day of September, 1937.

FEES: Service \$.75
Milage 3.10
Copies .20
TOTAL \$4.05



Ernestine M. Handel
Notary Public in and for said county and state.