

Miscellaneous Record, No. 24, Madison County, Iowa

H. E. Noah & wife
To
J. L. Baker & wife

#513

Fee \$.50

in and for Madison County, Iowa.
Filed for record the 30 day of January
A.D. 1946 at 4:28 o'clock P.M.

Pearl E. Shetterly, Recorder
RECEIVED JUN 6-1945
Sheriff's Office Madison Co. Iowa

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO..... J. L. BAKER AND WIFE, BERTHA BAKER

YOU ARE HEREBY NOTIFIED, that on April 1st, 1944, the undersigned, H. E. Noah and wife, Cora E. Noah entered into a written contract with you by the terms of which you agreed to purchase for the sum of Three Thousand Two Hundred (\$3200.00) Dollars, the following described real estate, to-wit:

The South Half of the Southwest Quarter of Section 24, Township
74 North, Range 28 West of the 5th P.M.

That said contract provided for the payment of Five Hundred (\$500.00) Dollars on the execution of the contract and the balance of Two Thousand Seven Hundred (\$2700.00) Dollars to be paid as follows:

Five Hundred Dollars cash on February 15th, 1945, Two Thousand Two Hundred Dollars cash on February 15th, 1946 at which time first party agrees to give second party a Warranty deed of conveyance, and merchantable abstract of title, showing said real estate to be clear of all liens whatsoever. Second party to pay the 1944 taxes on said land, due and payable in 1945 and all taxes thereafter. Second party to have option to pay \$100 or multiple thereof on the principal sum, on any interest pay date. First party agrees to assign the insurance policy on said buildings, to second party without charge.

YOU ARE FURTHER NOTIFIED, that you have failed and neglected to pay the Five Hundred ~~FIVE HUNDRED~~ (\$500.00) Dollars due February 15, 1945, together with interest thereon at the rate of 4½% from April 1, 1944.

YOU ARE FURTHER NOTIFIED, that the undersigned, owners of said real estate hereby elect and declare that said contract will stand forfeited and cancelled, unless within 30 days after the completed service of this notice, you perform the terms and conditions in default and pay the reasonable cost of the service of this notice.

H. E. NOAH
CORA E. NOAH
By Jno. N. Hertley
Attorney for Owners
Jno. N. Hertley Attorney at Law
Winterset, Iowa

Dated June 6th, 1945.

RETURN OF SERVICE OF ORIGINAL NOTICE

State of Iowa Madison County)ss.

The within Notice in the case of H. E. Noah and Cora E. Noah Plaintiff vs J. L. Baker and Wife, Bertha Baker Defendant, in Madison County, Iowa, District Court, received this 6th day of June, 1945, and I certify that I served the same on the defendants named below by delivering a copy of said Notice to each of said defendants personally at the time and place

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J. B. NELSON PRINTER, CO., 203 N. MAIN ST., MADISON, IOWA

set opposite their respective names.

Name of Defendant	Month	Day	Year	Township or City	County	State
J. L. Baker	June	8th	1945	New Hope	Union	Iowa
Bertha Baker	June	8th	1945	Monroe	Madison	Iowa

FEES

Service	\$.75					
Copies	\$.00					
Mileage	\$ 2.55	Retained by Sheriff				
Total	\$ 3.30					
Paid by Jno N. Hartley				Chas. H. Weidt Sheriff of Madison County, Iowa		
Thera Schulz and				By Cecil A Letz Deputy		

COMPANY