



**AFFIDAVIT IN SUPPORT OF FORFEITURE
OF REAL ESTATE CONTRACT**

COMPUTER ☒
RECORDED ☒
COMPARED ☒

TO WHOM IT MAY CONCERN:

STATE OF IOWA

COUNTY OF MADISON } ss:

REC \$ 10.00
AUD \$
R.M.F. \$ 1.00

FILED NO. 2149
BOOK 132 PAGE 519
94 FEB 15 PM 12:00

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

The undersigned, first being duly sworn upon oath (or upon affirmation) deposes and states:

That the relationship of the undersigned to this transaction appears from the Notice of Forfeiture of Real Estate Contract, hereto attached, together with return(s) of service thereof; which Notice and return(s) are by this reference made a part of this affidavit as fully as if set forth herein; that by reason of such relationship the facts herein stated are within the personal knowledge of such affiant.

That the parties served, as shown by said returns, included all parties in possession of said real estate at the time of service of said notice.

That, as shown by such returns, more than 30 days have passed since the service of such Notice.

That the default(s) mentioned in said Notice (has) (have) not been removed nor performed nor paid in any amount by said vendee(s), nor by anyone; and that therefore the terms and conditions as to which there is and has been a default have not been performed within the 30 days mentioned in said Notice, nor at any time by anyone; nor has any sum been offered or tendered by said vendees or anyone; that vendor(s) has (have) retaken possession of said real estate following the expiration of said 30 day period.

That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similar act or acts amendatory thereof or supplementary thereto.

That this affidavit is made as supporting proof, record and notice, that the contract referred to in said Notice of Forfeiture is now null and void, stands forfeited and cancelled and is of no force and effect whatsoever.

William E. Adams
William E. Adams Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 15th day of February, 19 94.

CAROL BASS
9-22-95

Carol Bass
Notary Public in and for The State of Iowa.

The space as indicated above, is reserved to conveniently "tailor" for special situations and to set forth facts to sustain notice by publication or for both of such purposes. See Section 656.3; R.C.P. 60, 60.1 and 62. Suggested: That Personal Service could not and cannot be made upon _____ and _____ in the State of Iowa; that on the _____ day of _____, 19 _____, a copy of said Notice was sent by ordinary mail addressed to said (party) (parties) at their last known mailing address, to-wit: _____

Iowa Code Chapter 656

RECORDER'S CERTIFICATE

STATE OF IOWA, COUNTY OF MADISON , ss:

The undersigned Recorder in and for said County in the State aforesaid, hereby certifies that the foregoing affidavit together with Notice and returns thereto attached was filed in the said Recorder's Office by the party or parties causing said Notice to be served as shown by the Notice, on the 15 day of February, 19 94.

Michelle Utsler
Recorder
Shirley H. Henry
Deputy



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:

Gary E. Rogers, Administrator of the Estates of Ernest L. Eslinger
and Michelle C. Eslinger, deceased.

You and each of you are hereby notified:

(1) The written contract dated May 6, 19 91, and executed by
William E. Adams and Cheryl L. Adams
as Vendors, and
Ernest L. Eslinger and Michelle C. Eslinger

as Vendees, for the sale of the following described real estate:
See below

has not been complied with in the following particulars:

(a) Principal due 1/15/92 - 11/15/93	4,362
(b) Interest due 1/15/92 - 11/24/93	6,126
(c) R.E. taxes due 9/30/92, 3/31/93 & 9/30/93	848
(d)	
Total	11,336

(2) The contract shall stand forfeited unless the parties in default, within 30 days after the completed service of this notice, shall perform the terms and conditions in default, and in addition pay the reasonable costs of serving this notice.

(3) The amount of attorney fees claimed by the Vendors pursuant to Section 656.7 of the Code of Iowa is \$ 50.00 (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

William E. Adams and

Cheryl L. Adams

Vendors (or Successors in Interest)

By

Their Attorney -

Address: Gordon K. Darling, Jr.

PO Box 88 Winterset, IA

Chapter 656, The Code

ACKNOWLEDGMENT OF SERVICE

The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt of a copy at the time and place set opposite their respective names.

	Date of Service	Place of Service
<u>Gary E. Rogers</u>	<u>November 24, 1993</u>	<u>Winterset, Iowa</u>
<u>Gary E. Rogers,</u>		
<u>Administrator of Ernest L. Eslinger and Michelle C. Eslinger Estates</u>		

A parcel of land located in North Half (½) of the Southeast Quarter (¼) of Section Twenty-three (23) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the Northwest Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-three (23) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, thence along the North line of said Southeast Quarter (¼), North 90°00'00" East 47.71 feet, thence South 00°25'14" East 523.47 feet, thence South 89°33'57" West 299.33 feet, thence North 00°25'14" West 525.73 feet to said North line of the Southeast Quarter (¼), thence along said North line, North 90°00'00" East 251.63 feet to the Point of Beginning, said parcel of land contains 3.605 acres, including 0.275 acres of county road right of way,