THE IOWA STATE BAR ASSOCIATION
Official Form No 176

Tom Jenk ISBA # 02673

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

Entered for taxation 21st day
of January A.D. 2003
Sharon McGuffin, Auditor
By Cindy Becker, Deputy
88-191

RECORDER FEE $ 5.00
RECORDER PAGE FEE $ 46.00

BOOK 2003 PAGE 288
DEBORAH PEYTON
DELAWARE CO. RECORDER

2003 JA 17 AM 11:01

DELAWARE COUNTY IOWA
FILED

CHG (X)

Preparer Information Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, Iowa 52040-0304, (563) 875-9112
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

TAX ADDRESS STMT: LESTER GUDENKAUF 15757 210th STREET MANCHESTER IA 52057

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN: STATE OF IOWA, COUNTY OF DELAWARE

The undersigned, first being duly sworn upon oath (or upon affirmation) deposes and states: Contract recorded in Book 133 Page 209

That the relationship of the undersigned to this transaction appears from the **Notice of Forfeiture of Real Estate Contract thereto 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.

● All parties have either accepted and acknowledged service or have been served. Mark G. Gudenkauf and Carrie A. Gudenkauf acknowledged service on 12-9-02; First State Bank acknowledged service on 12-9-02; and BankIowa of Independence was served by the Buchanan County Sheriff's Office on 12-16-02. Also attached is Waiver of Formal Mediation served on all parties

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.

Marian Adele Gudenkauf
Marian Adele Gudenkauf
a/k/a Marian A. Gudenkauf

Lester J. Gudenkauf
Lester J. Gudenkauf
Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 16th day of January, 2003.

TOM JENK
Commission Number 203901
My Commission Expires 5-15-03

Tom Jenk
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 _____, _____, 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

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IOWADOCS®

Preparer Information Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, Iowa 52040-0304, (563) 875-9112
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:

Mark G. Gudenkauf and Carrie Gudenkauf, Contract Buyers	First State Bank	BankIowa
2359 - 110th Avenue	300 East Main	230-1st SE, Box 229
Masonville, Iowa 50654	Manchester, Iowa 52057	Independence IA 50644

You and each of you are hereby notified:

(1) The written contract dated June 29, 1994, and executed by Lester J. Gudenkauf and Marian Adele Gudenkauf, a/k/a Marian A. Gudenkauf, husband and wife,

as Vendors, and

Mark G. Gudenkauf and Carrie Gudenkauf, husband and wife, as joint tenants witih full rights of survivorship, and not as tenants in common,

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

The South five hundred thirty two (532) feet of the North seven hundred eighty two (782) feet of the East four hundred fifty three (453) feet of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Seven (7), Township Eighty Eight (88) North, Range Six (6), West of the Fifth P.M.

has not been complied with in the following particulars:

(a)	Real estate taxes	717.00
(b)	Principal & Interest payments delinquence on contract as of 11/20/02, plus interest @ 8½% per annum from 11/20/02 to final payment	181,139.73
(c)	Additional abstracting	250.00
(d)	*Attached is Waiver of Formal Mediation that has been served upon the parties.*	
	Total	$182,106.73

(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.

Lester J. Gudenkauf

Lester J. Gudenkauf

Marian Adele Gudenkauf

Marian Adele Gudenkauf, a/k/a Marian A. Gudenkauf
Vendors (or Successors in Interest)

By 6/11/2002
Tom Jenk
Their Attorney -

Address: 225-1st Avenue East, P.O. Box 304
Dyersville, Iowa 52040-0304

Chapter 656, The Code

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

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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
First State Bank.	12-9-02	Manchester, Ia
By: David R Dudley EVP		

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of _____ } SS.

The undersigned, first being duly sworn, upon oath deposes and states that (he)(she) 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:

Name	Month	Day	Year	City Town or Township	County	State

_____

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

_____

_____

Notary Public in and for said County and State

Preparer Information Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, Iowa 52040-0304, (563) 875-9112
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

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TO:

Mark G. Gudenkauf and Carrie Gudenkauf, Contract Buyers	First State Bank	BankIowa
2359 - 110th Avenue	300 East Main	230-1st SE, Box 229
Masonville, Iowa 50654	Manchester, Iowa 52057	Independence IA 50644

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Mark G. Gudenkauf and Carrie Gudenkauf, husband and wife, as joint tenants witih full rights of survivorship, and not as tenants in common,

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

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(c)	Additional abstracting	250.00
(d)	*Attached is Waiver of Formal Mediation that has been served upon the parties.*	
	Total	$182,106.73

(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.

Lester J. Gudenkauf

Lester J. Gudenkauf

Marian Adele Gudenkauf

Marian Adele Gudenkauf, a/k/a Marian A. Gudenkauf
Vendors (or Successors in Interest)

By _____
Tom Jenk
Their Attorney -

Address: 225-1st Avenue East, P.O. Box 304
Dyersville, Iowa 52040-0304

Chapter 656, The Code

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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
Mark D. Soderstrom	12-9-02	Dubuque
Carrie A. Soderstrom	12-9-02	Dubuque

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA
} SS.
County of _____

The undersigned, first being duly sworn, upon oath deposes and states that (he)(she) 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:

Name	Month	Day	Year	City Town or Township	County	State

_____

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

_____

_____
Notary Public in and for said County and State

THE IOWA STATE BAR ASSOCIATION
Official Form No. 175

Tom Jenk ISBA # 02673

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

Preparer information Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, Iowa 52040-0304, (563) 875-9112
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

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	Total	$182,106.73

(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.

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Lester J. Gudenkauf

Lester J. Gudenkauf

Marian Adele Gudenkauf

Marian Adele Gudenkauf, a/k/a Marian A. Gudenkauf — Vendors (or Successors in Interest)

By _____ — Their Attorney

Tom Jenk

Address: 225-1st Avenue East, P.O. Box 304
Dyersville, Iowa 52040-0304

Chapter 656, The Code

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

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Return of Service

IN THE IOWA DISTRICT COURT FOR BUCHANAN COUNTY

Case Name: GUDENKAUF,LESTER/MARIAN **VS** GUDENKAUF,MARK/CARRIE/BANKIOWA

Case No.: 121302A **S.O. No.:** 2,412

Notice Rec'd This Date: 12/13/2002

STATE OF IOWA

BUCHANAN County } SS.

I certify that I served a copy of: Notice of Forfeiture of Real Estate

Served:

at IA

on 12/13/2002 3:24 PM **Type Of Service:** Business/Personal

By Serving: **at**

on / / **at** Relationship:

BANKIOWA **by serving** ANTHONY MARZEN **it's** SR VICE PRESIDI **on** 12/16/2002
(Company) **(Name)** **(Title)**

3:24 PM **at** 230 1ST ST E INDEPENDENCE

Notes: Diligent Search/Remarks

12-27-02 pd

FEES:	
Processing:	$15.00
Milage :	$1.44
Copy :	$0.50
Notary :	
Misc. :	
Total :	**$16.94**

LEONARD R DAVIS **, Sheriff**

BUCHANAN **County, IA**

Scott Buzynski S/O P9

Deputy Scott Buzynski P9 **Deputy**

FEES PAID BY:

Prepared by: Tom Jenk, P.O. Box 304, Dyersville, Iowa 52040-0304 (563) 875-9112

WAIVER OF FORMAL MEDIATION

The undersigned have received a Notice of Forfeiture of Real Estate Contract dated June 29, 1994, along with Waiver of Mediation which provides for ninety days after the completed service of said notice, which gives those parties in default, unless they perform the terms and conditions of default, and, in addition, pay the reasonable costs of service of this notice as outlined on the Notice of Forfeiture of Real Estate Contract.

That thirty days has been given to the parties (Vendees) and titleholders who are outlined on the front page of said notice, and that this gives the parties ample time to individually mediate and waive and perform the terms and conditions in default.

The undersigned parties acknowledge the Notice of Forfeiture of Real Estate Contract and waive formal mediation. Said parties hereby agree that they have received said Notice of Forfeiture of Real Estate Contract and Waiver of Formal Mediation, and hereby agree, upon the signing of this agreement, to waive formal mediation in exchange for the thirty-day notice and agreement giving the Vendees and the interested parties named on the Notice of Forfeiture of Real Estate Contract the right to perform the terms and conditions of default within thirty days.

Mark G. Gudenkauf 12-9-02
Mark G. Gudenkauf DATE

Carrie Gudenkauf 12-9-02
Carrie Gudenkauf DATE

Acknowledged by:

Lester J. Gudenkauf 12/10/02
Lester J. Gudenkauf DATE

Marion Adele Gudenkauf 12/10/02
Marian Adele Gudenkauf DATE
a/k/a Marian A. Gudenkauf

(SEE REVERSE SIDE FOR NOTARIZATIONS)

TOM JENK, P.C.
TOM JENK
KARL MOORMAN
ATTORNEYS AT LAW
225 - 1ST AVENUE EAST
DYERSVILLE, IOWA
52040-0304
PHONE: (563) 875-9112

STATE OF IOWA)
) ss:
COUNTY OF Dubuque)

On this 9th day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark G. Gudenkauf and Carrie Gudenkauf, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Francis Wm Henkels
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
FRANCIS WM. HENKELS
Commission Number 182959
My Comm. Exp. 11/27/03

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 21st day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Lester J. Gudenkauf and Marian Adele Gudenkauf, a/k/a Marian A. Gudenkauf, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
TOM JENK
Commission Number 203901
My Commission Expires 9/15/03

Tom Jenk
Notary Public in and for the State of Iowa