Entered for taxation 17 day
of August A.D., 2007
Carla K. Becker, Auditor
By D. Willman, Deputy
Parcel # 630-29-41-054-00
S-173

Book 2007 Page 2664

Document 2007 2664 Type 04 004 Pages 7
Date 8/17/2007 Time 10:40:58AM
Rec Amt $37.00 Aud Amt $5.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

THE IOWA STATE BAR ASSOCIATION
Official Form No. 176
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Michael A. Bowman, 114 S. Cedar St., Monticello, IA 52310, Phone: (319) 465-5448

Taxpayer Information: (Name and complete address)
Ron Hunt, 611 S. Sycamore St., Monticello, IA 52310

Return Document To: (Name and complete address)
Michael A. Bowman, 114 S. Cedar St., Monticello, IA 52310, Phone: (319) 465-5448
P.O. Box 351 52310-0351

Grantor:
R & R Realty, Inc.

Grantee:
Larry Wayne Boring
Kendra Ann Boring

Legal description: See Pages 3, 5 & 7

Document or instrument number of previously recorded documents:

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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:

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 this property is residential property and not agricultural property as described in Code Sec. 654A.

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.

John Hunt
Affiant

Signed and sworn to (or affirmed) before me on August 14, 2007, by John Hunt, President of R & R Realty, Inc.

NOTARIAL SEAL IOWA

MICHAEL A. BOWMAN
Commission Number 111019
My Commission Expires
6-19-07

, Notary Public

● 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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THE IOWA STATE BAR ASSOCIATION
Official Form No. 175

Kristofer J. Lyons

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

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Larry Wayne Boring and Kendra Anne Boring, 604 New Street, Manchester, Iowa, 52057

You and each of you are hereby notified:

(1) The written contract dated April 19, 2007, and executed by R & R Reality Inc., an Iowa Corporation as Vendors, and Larry Wayne Boring and Kendra Anne Boring as Vendees,

(insert recording data) recorded the 24th day of April, 2007, in the office of the Delaware County Recorder, recorded as document reference number Book 2007 Page 1220 for the sale of the following described real estate:

The North Fifty (50) feet of the South one hundred (100) feet of the East one-half (E1/2) of Lot Twelve (12), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book I L.D., Page 245.

has not been complied with in the following particulars:

(a)	Payment that was due on May 25, 2007	$ 478.27
(b)	Payment that was due on June 25, 2007	$ 478.27
(c)		$
(d)		$
	Total	$ 956.54

(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.

John Hunt, President

John Hunt, Secretary

Vendors (or Successors in Interest)

By

Kristofer J. Lyons

Their Attorney -

Address: 114 S. Cedar Street, Monticello, IA 52310

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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PROOF OF SERVICE

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

STATE OF IOWA COUNTY OF DELEWARE

TO:

Larry Wayne Boring and
Kendra Anne Boring
604 New Street
Manchester, Iowa 52057

PROOF OF SERVICE

I certify that on the 3rd day of July, 2007 I served Kendra Anne Boring a copy of the Notice of Forfeiture of Real Estate Contract by personal service on personal service on Kendra Anne Boring. Service was made at 11958 Co. Rd. E-17, Scotch Grove, Iowa at approximately 12:00 P M.

Allen E. Willman

SERVICE FEE	**$ 25.00**
Mileage 52 Miles	**$ 20.80**
Total	**$ 45.80**

Subscribed and sworn to before me by the said Allen E. Willman on this 9th day of July, 2007.

Notary Public State of Iowa

NOTARIAL SEAL IOWA

CHERYL PETERS
Commission Number 197212
My Commission Expires
7-2-2010

THE IOWA STATE BAR ASSOCIATION Official Form No. 175	Kristofer J. Lyons	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

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John Hunt, President

John Hunt, Secretary

Vendors (or Successors in Interest)

By

Kristofer J. Lyons

Their Attorney -

Address: 114 S. Cedar Street, Monticello, IA 52310

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PROOF OF SERVICE

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

STATE OF IOWA COUNTY OF DELEWARE

TO:

Larry Wayne Boring and
Kendra Anne Boring
604 New Street
Manchester, Iowa 52057

PROOF OF SERVICE

I certify that on the 27th day of June, 2007 I served Larry Wayne Boring a copy of the Notice of Forfeiture of Real Estate Contract by personal service on personal service on Larry Wayne Boring. Service was made at 604 New Street, Manchester, Iowa at approximately 9:16 P M.

Allen E. Willman

SERVICE FEE	**$ 25.00**
Mileage 102 Miles	**$ 40.80**
Total	**$ 65.80**

Subscribed and sworn to before me by the said Allen E. Willman on this 9th day of July, 2007.

Notary Public State of Iowa

NOTARIAL SEAL IOWA
CHERYL PETERS
Commission Number 197212
My Commission Expires
7-2-2010

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