Book 2011 Page 1832

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 3rd day
of June A.D. 2011
Cindy K. Fischer Auditor
By D. Hubbard Deputy
88-234

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)
Steven E. Carr, 117 S. Franklin Street, PO Box 333, Manchester, IA 52057, Phone: (563) 927-4164

Taxpayer Information: (Name and complete address)
Walter Croskey and Genevieve Croskey, 20680 251st Street, Manchester, Iowa 52057

Return Document To: (Name and complete address)
Steven E. Carr, 117 S. Franklin Street, PO Box 333, Manchester, IA 52057, Phone: (563) 927-4164

Grantor:
Walter Croskey and Genevieve Croskey

Grantee:
John S. Pollard
Elizabeth C. Pollard

Legal description: See Page 3

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.

O See 1 in Addendum

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.

Walter Croskey Walter Croskey
Affiant

Signed and sworn to (or affirmed) before me on June 3, 2011, by Walter Croskey and Walter Croskey as Attorney-in-Fact for Genevieve Croskey.

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2013

Notary Public

O 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 Elizabeth C. Pollard and _____ in the State of Iowa; that on the 7th day of April, 2011, a copy of said Notice was sent by ordinary mail addressed to said (party) (parties) at their last known mailing address, to-wit: 5911 C Avenue NE, Cedar Rapids, Iowa 52402

Iowa Code Chapter 656

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Addendum

1. Lots One(1), Two (2) and Three (3) of Logan's Third Subdivsion in Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 163.

   The right to use the present access road is included, and this conveyance is subject to the use of said access road by other owners and tenants in the area. Grantees shall also have the right to the use of electric light and power by paying their proportionate share of the costs thereof, and further, water from the well adjacent to said premises, by paying a proportionate cost thereof, including well repairs.

   Also all right, title, interest, claim and demand, of grantors, in and to the lake frontage running to the middle of the Maquaoketa River bed, with respect to said premises, between an extension of the lines of said lots herein conveyed, title to which is not warranted by grantors. This conveyance is made subject to the existing flood plain rights, and grantees shall not hold grantors or their predecessors in title hereunder liable with regard to the flooding of the property concerned, and grantees and their successors and assigns, shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc.

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: John S. Pollard and Elizabeth C. Pollard

You and each of you are hereby notified:

(1) The written contract dated November 22, 2003, and executed by Walter Croskey and Genevieve Croskey as Vendors, and John S. Pollard and Elizabeth C. Pollard as Vendees, (insert recording data) recorded the 9th day of December, 2003, in the office of the Delaware County Recorder, recorded as document reference number Book 2003, Page 5693 for the sale of the following described real estate:

Lots One (1), Two (2) and Three (3) of Logan's Third Subdivision in Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 163.

The right to use the present access road is included, and this conveyance is subject to the use of said access road by other owners and tenants in the area. Grantees shall also have the right to the use of electric light and power by paying their proportionate share of the costs thereof, and further, water from the well adjacent to said premises, by paying a proportionate cost thereof, including well repairs.

Also all right, title, interest, claim and demand, of grantors, in and to the lake frontage running to the middle of the Maquaoketa River bed, with respect to said premises, between an extension of the lines of said lots herein conveyed, title to which is not warranted by grantors. This conveyance is made subject to the existing flood plain rights, and grantees shall not hold grantors or their See 1 in Addendum

has not been complied with in the following particulars:

(a)	Vendee is delinquent on tax payments	$ 1,448.00
(b)	Payment on deliquent amounts (4 months)	$ 3,350.40
(c)		$
(d)		$
	Total	$ 4,798.40

(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.

Walter Croskey

Genevieve Croskey

Vendors
(or Successors in Interest)

By Steven E. Carr
Steven E. Carr — Their Attorney -

Address: 117 S. Franklin St., PO Box 333, Manchester, IA 52057

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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4-7-11 to Elizabeth Pollard

Addendum

1. predecessors in title hereunder liable with regard to the flooding of the property concerned, and grantees and their successors and assigns, shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc.

AFFIDAVIT

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

The undersigned contract vendors of a contract dated November 22, 2003 and recorded in the Office of the Delaware County Recorder, recorded in Book 2003, Page 5693 after being duly sworn on oath state as follows:

1. No personal service could be made on John S. Pollard within the state of Iowa.

2. No mailing address is known for John S. Pollard and diligent inquiry has been made to ascertain it.

3. I personally know that the facts stated herein are true and correct.

Dated this 3rd day of June, 2011

Walter Croskey

Walter Croskey

Genevieve Croskey by Walter Croskey as Attorney-in-Fact

Subscribed and sworn to before me on this 3rd day of June, 2011 by Walter Croskey and Genevieve Croskey by Walter Croskey as Attorney-in-Fact.

SL E a

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2013

STATE OF WISCONSIN AFFIDAVIT OF PUBLICATION

Kay Rettemund

being duly sworn, doth depose and say that he/she is an authorized representative of the:

MANCHESTER PRESS

ANAMOSA JOURNAL-EUREKA

a weekly newspaper published by News Publishing Co. Inc. at

Manchester IA

in Delaware Co County, Iowa

and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on

Apr 13, 2011
Apr 20, 2011
Apr 27, 2011

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: John S. Pollard and Elizabeth C. Pollard

You and each of you are hereby notified:
(1) The written contract dated November 22, 2003, and executed by Walter Croskey and Genevieve Croskey as Vendors, and John S. Pollard and Elizabeth C. Pollard as Vendees, recorded the 9th day of December, 2003, in the office of the Delaware County Recorder, recorded as document reference number Book 2003, Page 5693 for the sale of the following described real estate:
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The right to use the present access road is included, and this conveyance is subject to the use of said access road by other owners and tenants in the area. Grantees shall also have the right to the use of electric light and power by paying their proportionate share of the costs thereof, and further, water from the well adjacent to said premises, by paying a proportionate cost thereof, including well repairs.

Also all right, title, interest, claim and demand, of grantors, in and to the lake frontage running to the middle of the Maquaoketa River bed, with respect to said premises, between an extension of the lines of said lots herein conveyed, title to which is not warranted by grantors. This conveyance is made subject to the existing flood plain rights, and grantees shall not hold grantors or their predecessors in title hereunder liable with regard to the flooding of the property concerned, and grantees and their successors and assigns, shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc. has not been compiled with the following particulars:

(a)	Vendee is delinquent on tax payments	$1,448.00
(b)	Payment on delinquent amounts (4 months)	$3,350.40
(c)		$
(d)		$
	Total	$4,798.40

(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.

Walter Croskey
Genevieve Croskey
Vendors
(or Successors in Interest)
By /s/ Steven E. Carr
Their Attorney
Address: 117 S. Franklin St., PO Box 333,
Manchester, IA 52057

SIGNED Kay Rettemund

DATED 4/28/11

Diane S Baumgartner

Notary Public, State of Wisconsin

My Commission Expires 9/21/14

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DIANE S BAUMGARTNER NOTARY PUBLIC STATE OF WISCONSIN