Entered for taxation 29th day
of November A.D. 2011
Carla K. Becker, Auditor
By P. Hibbard Deputy
87-125

Book 2011 Page 3799
Document 2011 3799 Type 04 004 Pages 4
Date 11/28/2011 Time 1:48:47PM
Rec Amt $22.00 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)
Adrian T. Knuth, 320 W. Main St., P.O. Box 458, Anamosa, IA 52205, Phone: (319) 462-4378

Taxpayer Information: (Name and complete address)
L. J. Takes, 12756 Richland Road, Monticello, IA 52310

EAV
Return Document To: (Name and complete address)
Adrian T. Knuth, 320 W. Main St., P.O. Box 458, Anamosa, IA 52205, Phone: (319) 462-4378

Grantor:
John J. Wieneke and Glenda Glasgow-Wieneke

Grantee:
L. J. Takes

Legal description: See Page 2

Document or instrument number of previously recorded documents:
BK 2005 P. 4314

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AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

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

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

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.

L. J. Takes
L.J. Takes, Affiant

Signed and sworn to (~~or affirmed~~) before me on November 28, 2011 by L. J. Takes

NOTARIAL SEAL IOWA
ADRIAN T. KNUTH
COMMISSION # 103841
MY COMMISSION EXPIRES
2/19/13

Adrian T. Knuth, 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 _____ 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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Return of Service

IN THE IOWA DISTRICT COURT DELAWARE COUNTY

Case Name: L. J. TAKES AND R. MARIE TAKES

VS

JOHN J. WIENEKE AND GLENDA GLASGOW-WIENEKE

Case No.: **S.O. No.:** 3,750 ☐ Mediation Notice Served with Action.

Notice Received This Date: 8/23/2011

STATE OF IOWA

DELAWARE County } SS.

I certify that I served a copy of: NOTICE OF FORFEITURE OF RE CONTRACT

Served: JOHN J. WIENEKE AND GLENDA GLASGOW-WIENEKE

at 2810 HWY 13 RYAN IA **on** 8/24/2011 8:51 PM

Type Of Service: PERSONAL

Notes: Diligent Search/Remarks

FEES:	
Processing:	$25.00
Mileage :	$10.20
Copy :	
Notary :	
Misc. :	
Total :	**$35.20**

FEES PAID BY:

JOHN LECLERE ,SHERIFF
DELAWARE COUNTY IA

E S. Holub 28-6

DEPUTY ERIC HOLUB

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 8-23-11 TIME 11:32 AM

TO: John J. Wieneke and Glenda Glasgow-Wieneke, 2810 Hwy 13, Ryan, Iowa 52330

You and each of you are hereby notified:

(1) The written contract dated November 21, 2005, and executed by L. J. Takes and R. Marie Takes, husband and wife, as Vendors, and John J. Wieneke and Glenda Glasgow-Wieneke as Vendees, (insert recording data) recorded the 5th day of December, 2005, in the office of the Delaware County Recorder, recorded as document reference number 2005 4314 for the sale of the following described real estate:

That part of the Northwest Fractional Quarter of Section 6, Township 87 North, Range 5 West of the 5th P.M., designated as Parcel A per the plat of survey filed of record October 18, 2005 as Document No. 2005 3762 in Book 2005 at page 3762 in the Office of the Delaware County Recorder.

has not been complied with in the following particulars:

(a) The balance due under the contract as of 11/21/10 has not been paid.	$	138,226.97
(b) The real estate taxes for fiscal year 2009-2010 have not been paid.	$	771.00
(c)	$	
(d)	$	
Total	$	138,997.97

(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.

L. J. Takes

R. Marie Takes

Vendors
(or Successors in Interest)

By Adrian T. Knuth

Their Attorney -

Address: 320 W. Main St., P.O. Box 458, Anamosa, IA 52205

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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