Book 2015 Page 2583
Document 2015 2583 Type 04 004 Pages 17
Date 9/23/2015 Time 10:35:54AM
Rec Amt $87.00 Aud Amt $5.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 25th day
of September AD 2015
Auditor
By Deputy

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

THE IOWA STATE BAR ASSOCIATION
Official Form #176
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
George A. Davis, 225 1st Avenue East, P.O. Box 304, Dyersville, IA 52040-0304, Phone: (563) 875-9112

Taxpayer Information: (Name and complete address)
Allen M. Kruse and Wendy S. Kruse, 2641 Rainbow Road, Greeley, Iowa 52050

Return Document To: (Name and complete address)
George A. Davis, 225 1st Avenue East, P.O. Box 304, Dyersville, IA 52040-0304

Grantors:
Wesley A. Uldrich

Grantees:
Allen M. Kruse
Wendy S. Kruse

Legal description: See paragraph one of addendum (page 3)

Document or instrument number of previously recorded documents: Book 2007, Page 156

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THE IOWA STATE BAR ASSOCIATION Official Form No. 176	George A. Davis	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

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

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.

● 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 canceled and is of no force and effect whatsoever.

George A. Davis, Attorney for Allen M. Kruse and Wendy S. Kruse, Affiant

Signed and sworn to (or affirmed) before me this 14th day of September, 2015, by George A. Davis, Attorney at Law, Tom Jenk, P.C., attorney for Allen and Wendy Kruse.

RACHAEL LYN SCOTT
Commission Number 746718
My Commission Expires
September 5, 2016

Signature of Notary Public

Rachael Lyn Scott

● 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.

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Addendum

1. The Real Estate Contract Installments executed by Allen M. Kruse and Wendy S. Kruse, husband and wife, as Vendors, and Wesley A. Uldrich, as Vendee, recorded on the 16th day of January, 2007, in the office of the Delaware County Recorder, recorded as document reference number Book 2007, Page 156 on the following described real estate: The South one-half (S 1/2) of Lot Two (2), except the South fifty three and one-half (53 1/2) feet of the East thirty (30.0) feet thereof, of the Subdivision of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to the plat recorded in Book 2 Plats, Page 6, subject to easements of record.

   The Notice of Forfeiture of Real Estate Contract, Notice of Validation of Debt, and a copy of the original Real Estate Contract Installments, was successfully served on Farmers Savings Bank by the Delaware County Sheriff's Office on May 29, 2015; Dupaco Community Credit Union by the Dubuque County Sheriff's Department on June 2, 2015; and upon Mark R. Schuling, Iowa Department of Revenue (Real Estate Tax Lien Department) on June 3, 2015 per the Polk County Sheriff's Office.

   Personal service was attempted on Wesley A. Uldrich through the Delaware County Sheriff's Office. Delaware County returned service denoting their diligent search resulted in no service, but an address outside of Delaware County (see attached Return of Service from Delaware County). Personal service was then attempted on Wesley A. Uldrich through the Dubuque County Sheriff's Office, which was returned with a yellow post-it note denoting, "Bad Address For Him" (see attached copy of Directions for Service of Original Notice and copy of handwritten post-it note and envelope from Dubuque County Sheriff's Office).

   Pursuant to Iowa Code 656.3, the Notice of Forfeiture of Real Estate Contract, was served via publication in the Manchester Press, Delaware County, Iowa, per Iowa Rules of Civil Procedure 1.310. Attached hereto is a the original affidavit of Sandi Garfoot, personal representative of the Manchester Press.

THE IOWA STATE BAR ASSOCIATION Official Form No. 175	George A. Davis	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: See 1 in Addendum

You and each of you are hereby notified:

(1) The written contract dated January 10, 2007, and executed by Allen M. Kruse and Wendy S. Kruse, husband and wife as vendors, and Wesley A. Uldrich as vendees, recorded the 16th day of January, 2007, in the office of the Delaware County County Recorder, recorded as document reference number Book 2007, Page 156, for the sale of the following described real estate:
The South one-half (S 1/2) of Lot Two (2), except the South fifty three and one-half (53 1/2) feet of the East thirty (30.0) feet thereof, of the Subdivision of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 6, subject to easements of record

has not been complied with in the following particulars:

(a) Force placed insurance premium	$ 653.42
(b) Interest	$ 234.45
(c)	$
(d)	$
Total	$ 887.87

(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.

Allen M. Kruse

Allen M. Kruse, Vendor

Wendy S. Kruse

Wendy S. Kruse, Vendor
(or Successors in Interest)

By

George A. Davis, Attorney
ICIS PIN No: ATAT0001927

Address: Tom Jenk, 225 1st Ave., P.O. Box 304, Dyersville, IA 52040-0304

Chapter 656. The Iowa 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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Addendum

1. Wesley A. Uldrich, 3001 160th Street, Dyersville, Iowa 52040; Iowa Department of Revenue, Attention: Mr. Mark R. Schuling, Director, Hoover State Office Building, P.O. Box 10471, Des Moines, Iowa 50306-0471; Farmers Savings Bank, Attention: Mr. Mark E. White, President, 205 Main Street, P.O. Box 127, Colesburg, Iowa 52035-0127; Dupaco Community Credit Union, 3999 Pennsylvania Avenue, Dubuque, Iowa 52001

NOTICE OF VALIDATION OF DEBT

DATE OF NOTICE: May 27, 2015

TO: (Name and address of each consumer) Wesley A. Uldrich, 3001 - 160th Street, Dyersville, Delaware County, Iowa 52040

REGARDING: Real Estate Contract Installments, Delaware County Recorder's Office, Book 2007, Page 156, filed January 16, 2007

Amount of debt: $ 887.87

Name of the creditor to whom the debt is owed: Allen M. Kruse and Wendy S. Kruse, husband and wife, 2641 Rainbow Road, Greeley, Delaware County, Iowa 52050

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector. If you notify the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by the debt collector. Upon your written request within the thirty-day period, the debt collector will provide you with the name and address of the original creditor, if different from the current creditor.

The debt collector is attempting to collect a debt and any information obtained will be used for that purpose.

Name and address of debt collector: Allen M. Kruse and Wendy S. Kruse, 2641 Rainbow Road, Greeley, Delaware County, Iowa 52050 represented by Attorney George A. Davis, Tom Jenk, P.C., 225 - 1st Avenue East, P.O. Box 304, Dyersville, Dubuque County, Iowa 52040-0304

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Entered for taxation 18th day
of January A.D., 2007
Carla K. Becker, Auditor
By A. Schmidt, Deputy
Parcel # 180-04-01-008-00
89-4

Book 2007 Page 156
Document 2007 156 Type 04 002 Pages 4
Date 1/16/2007 Time 10:36:41AM
Rec Amt $22.00 Aud Amt $5.00
DOV# 19
DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

REAL ESTATE CONTRACT INSTALLMENTS

THE IOWA STATE BAR ASSOCIATION
Official Form No. 142
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, IA 52040-0304, Phone: (563) 875-9112

Taxpayer Information: (Name and complete address)
Wes Uldrich, 3001 160th Street, Dyersville, Iowa 52040

CHG
Return Document To: (Name and complete address)
Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, IA 52040-0304, Phone: (563) 875-9112

Grantors:
Allen M. Kruse
Wendy S. Kruse

Grantees:
Wesley A. Uldrich

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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REAL ESTATE CONTRACT- INSTALLMENTS

IT IS AGREED this 10th day of January, 2007, by and between Allen M. Kruse and Wendy S. Kruse, husband and wife

of the County of Delaware, State of Iowa, Sellers; and Wesley A. Uldrich

of the County of Delaware, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Delaware, State of Iowa, to-wit:

The South one-half (S½) of Lot Two (2), except the South fifty three and one-half (53½) feet of the East thirty (30.0) feet thereof, of the Subdivision of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 6, subject to easements of record

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of $50,000.00 due and payable at 2641 Rainbow Rd., Greeley, Iowa 52050, Delaware County, Iowa, as follows:

(a) **DOWN PAYMENT** of $15,000.00 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and

(b) **BALANCE OF PURCHASE PRICE.** $35,000.00, as follows:

$650.00 monthly payments beginning February 8, 2007, and the 8th day of each and every month thereafter until the balance is paid in full. Said payments to include both interest and principal. Interest to be at the rate of 7.75% beginning February 1, 2007. Buyer has the option to accelerate payments on any pay date. (Total purchase price is $50,000.00 which includes $12,500.00 of personal property. That the $50,000.00 represents $37,500.00 for the building and $12,500.00 for the fixtures. That a Bill of Sale will be given to the buyer on February 1st. That the $15,000.00 payment is the total payment on the Bill of Sale, $12,500.00 personal proeprty and the remaining portion of $2,500.00 shall be applied against the Real Estate Contract purchase price of $37,500.00)

2. **POSSESSION.** Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 1st day of February, 2007; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following no.

3. **TAXES.** Sellers shall pay 2nd half of the 2005-2006 taxes and pro rata share of 2006-2007 taxes figured to date of possession

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. **Any proration of taxes shall be based upon the taxes for the year currently payable unless, the parties state otherwise.**

(Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements).

4. **SPECIAL ASSESSMENTS.** Sellers shall pay the special assessments against this property:

(a) Which, if not paid, in the year 2007, would become delinquent and all assessments payable prior thereto.

(b) Which are a lien thereon as of _____ (Date).

(c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges before they become delinquent.

5. **MORTGAGE.** Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding 80 % of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and

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subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate; and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes. special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.

11. SELLERS. Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of the contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

12. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

13. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated:

(g) none
(Mineral reservations of record?)

(h) none
(Liens?) (Easements not recorded?) (Interests of other parties?) (Lessees?)

14. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a Warranty Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the 8th day of January, 2007. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 2007, and all taxes thereon payable prior thereto.

15. APPROVAL OF ABSTRACT. Buyers have not examined the abstract of title to this property and such abstract is not accepted.

16. FORFEITURE. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

17. FORECLOSURE AND REDEMPTION. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may

be foreclosed in eq y and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney 's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorneys' fees.

19. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

20. ASSIGNMENT. In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

21. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such property shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.

22. CONSTRUCTION. Words and phrases herein, including acknowledgements hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Sellers."

23. RELEASE OF RIGHTS. Each of the Buyers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

24. LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards.

25. SPECIAL PROVISIONS.

All personal property and equipment is included in the sale.

Parties shall agree to the amount of inventory and this shall be purchased in addition to the amount paid for the real estate and personal property and equipment.

The abstract will be brought up to date prior to final payment. If Buyer wants to accelerat payments as denoted above in Paragraph 1(b) he will have to give Seller 30-day notice so the abstract can be brought up to date.

~~I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.~~

~~Dated: January 10th, 2007~~

~~Dated: January 10th, 2007~~

Executed in duplicate or triplicate

Allen M. Kruse

Wesley A. Uldrich

Wendy S. Kruse

SELLERS

BUYERS

2641 Rainbow Rd

Greeley, Iowa 52050

SELLERS' ADDRESS

1628 300th Avenue

Dyersville, Iowa 52040

BUYERS' ADDRESS

STATE OF IOWA, DUBUQUE COUNTY, ss

This instrument was acknowledged before me on January 10th, 2007

by, Allen M. Kruse and Wendy S. Kruse, husband and wife, Sellers; and Wesley A. Uldrich, Buyer

NOTARIAL SEAL IOWA
TOM JENK
Commission Number 203901
My Comm. Exp. SEP 15, 2009

Tom Jenk, Notary Public

Return of Service

IN THE IOWA DISTRICT COURT IN AND FOR DELAWARE COUNTY

ALLEN AND WENDY KRUSE
VS
WESLEY ULDRICH

Case Number: **ULDRICH, WESLEY**
Civil Number: **15-000353**
Date Received: **05/28/2015 @ 11:19**
Date Printed: 05/29/2015 @ 12:05

STATE OF IOWA
DELAWARE COUNTY }

I hereby certify that I served a copy of:

NOTICE OF FORFEITURE OF REAL ESTATE
NOTICE OF VALIDATION OF DEBT

To: FARMERS SAVINGS BANK - COLESBURG at 205 MAIN ST COLESBURG IA
on **05/29/2015 @ 08:35** Type of Service: **PERSONAL**
Remarks:

Fees:

Service Fees:	15.00
Mileage:	28.75
Copies:	0.00
Total:	43.75

Paid By:
Date:
Check #:

JOHN A. LECLERE, SHERIFF
DELAWARE COUNTY

By: ***/S/*** DEPUTY LUKE THOMSEN

FORM 101H-012DBQ

FIDLAR ELECTION CO., ROCK ISLAND, ILLINOIS

In the Iowa District Court, for DUBUQUE County

Case Name KRUSE VS ULDRICH
Case No. _____
Notice recd. this date 5-28-15

STATE OF IOWA } SS
DUBUQUE COUNTY

RETURN OF SERVICE:

		Type of Service Code
____	Personal	1
____	Dwelling/Substitute	2
____	Hotel, Boarding/Rooming House	3
XX	Corporation/Association	4
____	Official (State, County, City)	5
____	Spouse away from residence	6
____	Other _____	7

I certify that I served a copy of:

- ☐ Petition and Original Notice
- ☐ Modification/Application and Notice
- ☐ Order to Show Cause
- ☐ Order Filed _____
- ☐ Writ _____
- ☒ Other NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

Served:

_____ (NAME) at _____ (ADDRESS) on _____ (DATE) Type Code |___|

_____ at _____ on _____ |___|

_____ at _____ on _____ |___|

_____ at _____ on _____ |___|

_____ at _____ on _____ |___|

_____ (NAME) by serving _____ (NAME) at _____ (ADDRESS) |___|

_____ on _____, (a person residing therein who was then at least 18 years old) or (spouse away from residence). [Strike non-applicable part.]

DUPACO COMM C.U. (COMPANY/GOVERNMENT UNIT NAME) by serving PAULA ERVOLINO (NAME) |___|

_____ its (TITLE), on JUNE 2, 15 (DATE), at 3299 HILLCREST RD

NOTES: (Diligent Search, etc.)

DON A. VROTSOS Sheriff

DUBUQUE, County, Iowa

Fees:
Service $15.00
Mileage 5.00
Copy _____
Total $20.00

DEPUTY SHERIFF (OFFICIAL TITLE)

Fees charged to/paid by Atty/Party:

NOTE: Copy of Original Notice, if served, must be attached to this form.

RETURN OF SERVICE

In the Iowa District Court For POLK COUNTY

Case Name: ALLEN M KRUSE / WENDY S KRUSE
vs
WELSEY A ULDRICH

Case No.: Sheriff's File No.: 15011779
Notice rec'd : 6/2/2015

STATE OF IOWA POLK COUNTY } SS.

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

to IOWA DEPARTMENT OF REVENUE Type of service: OFFICIAL(CITY/STATE/FED)

by delivering a copy to: JEFF PETERZALIC

a person at least 18 years of age described as

Address of service: REAL ESTATE TAX LIEN DEPT 1305 E WALNUT BUILDING DES MOINES, IA 50319

Date and time of service: 6/3/2015 9:30 AM
Trips:

Comments:

FEES:

PROCESSING FEE ($15.00)
MILEAGE FEE ($5.75)
Total:$20.75

BILL McCARTHY Sheriff

Polk County, Iowa

Jeff Funaro

JEFF FUNARO **Deputy/Server**

Return of Service

IN THE IOWA DISTRICT COURT IN AND FOR DELAWARE COUNTY

ALLEN AND WENDY KRUSE
VS
WESLEY ULDRICH

Case Number: **ULDRICH, WESLEY**
Civil Number: **15-000353**
Date Received: **05/28/2015 @ 11:19**
Date Printed: 06/09/2015 @ 15:49

STATE OF IOWA
DELAWARE COUNTY }

I hereby certify that a Diligent Search was made to serve a copy of:

NOTICE OF FORFEITURE OF REAL ESTATE
NOTICE OF VALIDATION OF DEBT

To: DILIGENT SEARCH
at 205 MAIN ST COLESBURG IA
on **06/09/2015** Type of Service: **DILIGENT SEARCH**
Remarks: ATTEMPTED SERVICE - DEFENDANT, WESLEY ULDRICH, NOW RESIDES AT 812 2ND AVE SE, DYERSVILLE - DUBUQUE COUNTY.

JOHN A. LECLERE, SHERIFF
DELAWARE COUNTY

By: ***/S/*** DEPUTY LUKE THOMSEN

Fees:

Service Fees:	0.00
Mileage:	0.00
Copies:	0.00
Total:	0.00

Paid By:
Date:
Check #:

5556

THE IOWA STATE BAR ASSOCIATION Official Form No. 305	George A. Davis	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

THE IOWA DISTRICT COURT
DELAWARE COUNTY

COMPLETE ONE OF THESE DIRECTIONS FOR
EACH INDIVIDUAL, COMPANY, CORPORATION, ETC. TO BE SERVED.

DIRECTIONS FOR SERVICE OF ~~ORIGINAL NOTICE~~

Forfeiture of Real Estate Contract and Validation of Debt

TO: Sheriff, Dubuque County, 770 Iowa Street, P.O. Box 1004, Dubuque, IA 52001

Serve: Wesley Uldrich

At: 812 - 2nd Avenue S.E., Dyersville, Dubuque County, Iowa 52040

ON COMPLETION OF SERVICE NOTIFY: Tom Jenk, P.C.

Special instructions or Information Relating to Service:

NAME AND SIGNATURE OF ATTORNEY OR OTHER ORIGINATOR:

BY: _____
Rachael Lyn Scott, Legal Assistant to George A. Davis, Attorney at Law of Tom Jenk, P.C.

DATE: June 17, 2015 PHONE NO. 563-875-9112

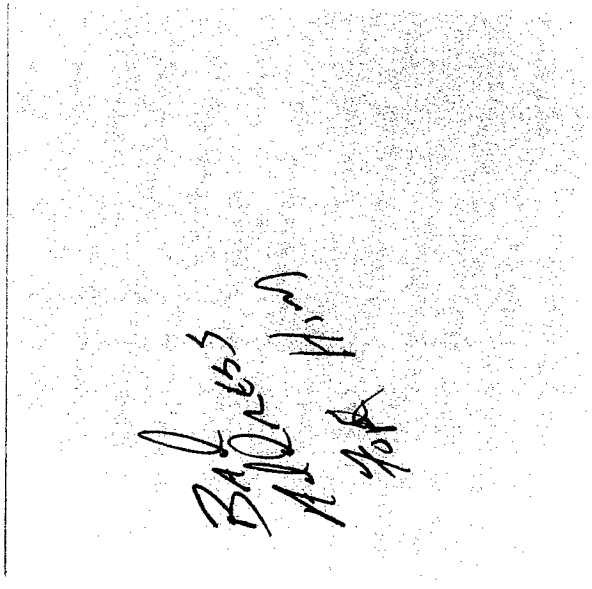
DEPOSIT FOR COST OF SERVICE

☒ Deposit Waived.

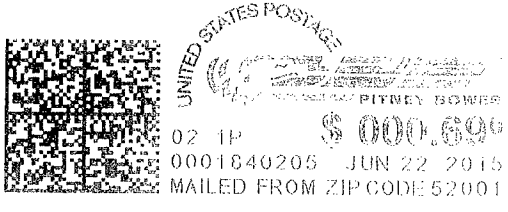
☐ Deposit for $ - 0 - required and receipt thereof acknowledged.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Clerk of Court

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IOWADOCS®



DON A. VROTSOS, Sheriff
DUBUQUE LAW ENFORCEMENT CENTER
770 IOWA STREET
P.O. BOX 1004
DUBUQUE, IA 52004-1004



GEORGE DAVIS
PO BOX 304
DYERSVILLE IA 52040-0304

STATE OF WISCONSIN AFFIDAVIT OF PUBLICATION

Sandi Garfoot

being duly sworn, doth depose and say that she is an authorized representative of the MANCHESTER PRESS a weekly newspaper published by News Publishing Co. Inc. at Manchester in Delaware County, Iowa and that an advertisement of which the annexed is a ~~true~~ photo copy, taken from said paper, was published therein on

July 8, 2015
July 15, 2015
July 22, 2015

PUBLIC NOTICE • PUBLIC NOTICE • PUBLIC NOTICE • PUBLIC NOTICE

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Westly A. Uldrich, 3001 160th Street, Dyersville, Iowa 52040; Iowa Department of Revenue, Attention: Mr. Mark R. Schuling, Director, Hoover State Office Building, P.O. Box 10471, Des Moines, Iowa 50306-0471; Farmers Savings Bank, Attention: Mr. Mark E. White, President, 205 Main Street, P.O. Box 127, Colesburg, Iowa 52035-0127; Dupaco Community Credit Union, 3999 Pennsylvania Avenue, Dubuque, Iowa 52001.

You and each of you are hereby notified:

1. The written contract dated January 10, 2007, and executed by Allen M. Kruse and Wendy S. Kruse, husband and wife as vendors, and Westly A. Uldrich as vendees, recorded the 16th day of January, 2007, in the office of the Delaware County Recorder, recorded as document reference number Book 2007, Page 156, for the sale of the following described real estate.

The South one-half (S 1/2) of Lot Two (2), except the South fifty three and one-half (53 1/2) feet of the East thirty (30.0) feet thereof, of the Subdivision of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 6, subject to easements of record has not been complied with in the following particulars:

(a) Force placed insurance premium	$653.42
(b) interest	$234.45
Total	**$887.87**

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.

/s/ Allen M. Kruse, Vendor
/s/ Wendy S. Kruse, Vendor
By: /s/ George A. Davis, Attorney
iCIS PIN No: ATAT0001927
Tom Jenk, 225 1st Ave., P.O. Box 304
Dyersville, IA 52040-0304

Chapter 656. The Iowa 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.

Publish: 7/8/15, 7/15/15, 7/22/15

SIGNED Sandi Garfoot

DATED 8-26-15

Diane S Baumgartner

Notary Public, State of Wisconsin

My Commission Expires 9/21/18

DIANE S BAUMGARTNER NOTARY PUBLIC STATE OF WISCONSIN

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