Book 2017 Page 1134

Document 2017 1134 Type 04 004 Pages 5
Date 4/28/2017 Time 10:55:40AM
Rec Amt $27.00 Aud Amt $5.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 1st day
of May AD 2017
Carla K. Becker Auditor
By R. Hildebrand Deputy

# 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)
Susan Salow et al, 309 Charlotte Street, Earlville, IA 52041

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

**Grantors:**
Darrell Losee

**Grantees:**
Dennis Pilgrim
Donna Pilgrim
David Pilgrim
Marilyn Pilgrim
Susan Salow
Kent Salow
Mary Kay White
k/n/a David L. Pilgrim Revocable Living Trust

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

© The Iowa State Bar Association 2017
IOWADOCS®

# 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.

*

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.

Steven E. Carr, Affiant

Signed and sworn to (or affirmed) before me on April 28, 2017, by Steven E. Carr.

DACIA WINSTON
Commission Number 792932
My Commission Expires
October 29, 2018

Signature of 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.

© The Iowa State Bar Association 2017
IowaDocs®

# NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

RECEIVED
SHERIFF'S OFFICE
DELAWARE COUNTY, IA
DATE 3-17-17 TIME 3:54 pm

TO: Darrell Losee, 851 E Main Street, Manchester, IA 52057

You and each of you are hereby notified:

1. The written contract dated August 19, 2015, and executed by See 1 in Addendum as vendors, and Darrell Losee as vendees, recorded on August 26, 2015, in the office of the Delaware County Recorder, recorded as document reference number Book 2015, Page 2331, for the sale of the following described real estate:
See 2 in Addendum

has not been complied with in the following particulars:

| | | |
|---|---|---|
| (a) The balloon payment due March 1, 2017 has not been paid | $ | 89,229.47 |
| (b) | $ | |
| (c) | $ | |
| (d) | $ | |
| **Total** | $ | 89,229.47 |

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.

_____, Vendor

_____
See 3 in Addendum, Vendor
(or Successors in Interest)

By _____
Steven E. Carr, Attorney
ICIS PIN No: AT0001317

117 S. Franklin Street, PO Box 333,
Manchester, Iowa 52057
Address

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.

© The Iowa State Bar Association 2017
IowaDocs®

# Addendum

1. Dennis Pilgrim, Donna Pilgrim, David Pilgrim, Marilyn Pilgrim, Susan Salow, Kent Salow and Mary Kay White *(k/n/a) David L. Pilgrim Revocable Living Trust
2. That part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. and/or of A. Loves Addition to Manchester, Iowa, described as commencing at the Northeast corner of Lot Sixteen (16) of said A. Loves Addition and running thence East sixty six (66.0) feet, thence South one hundred fifteen (115.0) feet, thence West sixty six (66.0) feet, thence North one hundred fifteen (115.0) feet to the point of beginning.

   AND

   Portion of vacated alley commencing at Southwest corner of a lot described as commencing at the Northeast corner of Lot Sixteen (16) and running East Sixty-six (66) feet, thence South One Hundred Fifteen (115.0) feet, thence West sixty-six (66.0) feet, thence North One Hundred Fifteen (115.0) feet to the point of beginning, thence East along the South line of said described lot a distance of sixty-six (66.0) feet, thence South ten (10) feet, thence West sixty-six (66.0) feet, thence North ten (10) feet to the point of beginning, all in the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., City of Manchester, Delaware County, Iowa subject to easements of record.
3. Dennis Pilgrim, Donna Pilgrim, David Pilgrim, Marilyn Pilgrim, Susan Salow, Kent Salow and Mary Kay White *(k/n/a) David L. Pilgrim Revocable Living Trust

# Return of Service

## IN THE IOWA DISTRICT COURT IN AND FOR DELAWARE COUNTY

**DENNIS PILGRIM, DONNA PILGRIM, DAVID PILGRIM, MARILYN PILGRIM, SUSAN SALOW, KENT SALOW, AND MARY KAY WHITE**
**VS**
**DARRELL LOSEE**

Case Number: **LOSEE,DARRELL**
Civil Number: **17-000145**
Date Received: **03/17/2017** @ **15:54**
Date Printed: 04/27/2017 @ 11:29

**STATE OF IOWA**
**DELAWARE COUNTY** }

I hereby certify that I served a copy of:

**NOTICE OF FORFEITURE OF RE CONTRACT**

**To:** **LOSEE,DARRELL** **at** **DELAWARE CO SHERIFF - 304 E DELAWARE ST MANCHESTER, IA 52057**
on **03/19/2017** @ **16:15** Type of Service: **PERSONAL**
Remarks:

JOHN A. LECLERE, SHERIFF
DELAWARE COUNTY

By: **/S/** DEPUTY MITCHEL KNIPPER

**Fees:**

| | |
|---|---|
| Service Fees: | 15.00 |
| Mileage: | 0.00 |
| Copies: | 0.00 |
| Total: | 15.00 |

Paid By: CARR & CARR
Date: 03/29/2017
Check #: 13954