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Document 2018 381 Type 04 004 Pages 4
Date 2/16/2018 Time 1:25:54PM
Rec Amt $22.00 Aud Amt $5.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 16th day
of February AD 2018
Carla K. Bathe, Auditor
By [illegible], Deputy

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Justin Vorwald, 132 South Main Street, P.O. Box 306, Elkader, IA 52043, Phone: (563) 245-1722

Taxpayer Information: (name and complete address)
Cody Schroeder 607 E. Morrision Street, Edgewood, IA 52042

Return Document To: (name and complete address)
(X) Cody Schroeder 607 E. Morrision Street, Edgewood, IA 52042

Grantors:
Justin Vorwald

Grantees:

Legal Description: See Page 2

Document or instrument number of previously recorded documents: Book 2018, Page 258

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

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

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 consent thereof;** which Notice and consents 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 and consenting included all parties in possession of said real estate at the time of service of said notice.

That, as shown by such Notice and consent, contract buyers consent to the forfeiture of the real estate contract without need to wait the full 30 days. The document was originally sent to the contract buyers on January 4, 2018. It was hand delivered to them on February 15, 2018 by Attorney Braden Dean.

That the default(s) mentioned in said Notice 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 retaken possession of said real estate following the consent of the contract buyers.

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.

Justin Vorwald, Affiant

Signed and sworn to (or affirmed) before me on February 16, 2018, by Justin Vorwald.

Signature of Notary Public

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NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Johnathan Crym Thomas & Bree Danielle Holman

You and each of you are hereby notified:

(1) The written contract dated July 22, 2017, and executed by Cody D. Schroeder as vendors, and Johnathan Crym Thomas & Bree Danielle Holman as vendees, recorded February 2, 2018; in the office of the Delaware County Recorder, recorded as document reference number Book 2018, Page 258, for the sale of the following described real estate:

GIFFORD'S ADD W 40' LT 2 BLK 4 & ALLEY ADJ ON S EX E 48' ALLEY BLK 4, in the City of Edgewood, Delaware County, Iowa.

has not been complied with in the following particulars:

(a) Failure to make monthly payments	$3,000.00
(b) Failure to properly maintain property	$10,000.00

Total $13,000.00

(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.

Cody D. Schroeder
Vendor(s)
(or Successors in Interest)

By _____
Justin Vorwald, Attorney
ICIS PIN No: AT0010449
132 South Main Street,
P.O. Box 306
Elkader, IA 52043

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.

ACKNOWLEDGMENT OF SERVICE

The undersigned hereby acknowledge due, timely and legal service of this notice, and acknowledge receipt of a copy at the time and place set opposite their respective names.

Name	Date of Service	Place of Service
Johnathan Crym Thomas Bree Danielle Holman		

We, the undersigned Johnathan Crym Thomas and Bree Danielle Holman, do hereby acknowledge that we have received the notice of forfeiture of the real estate contract referenced above. We are aware that the contract has not yet been recorded so there is no recording date, book, or page for the contract. However, we verily believe the contract to be the contract executed by us on July 22, 2017 with Cody D. Schroeder.

We acknowledge that we are in default under the terms of that contract. In agreement with the seller and to allow him to move forward with the forfeiture of this contract, we consent to the forfeiture and waive any and all rights we may otherwise have in the contract to purchase the real estate. We acknowledge that we have had an opportunity to consult with an attorney about this matter and are either waiving that right or, after exercising it, choosing to move forward with the forfeiture. Therefore, we waive the 30 day waiting period for the forfeiture and allow Cody D. Schroeder to move forward with the forfeiture without need to wait for the 30 days to expire.

Johnathan Crym Thomas

X Bree Holman
Bree Danielle Holman

STATE OF Indiana

COUNTY OF Cass

NOTARY PUBLIC SEAL INDIANA

This document was signed or acknowledged before me on February 15, 2018, by Johnathan Crym Thomas and Bree Danielle Holman.

SARAH LONG
Cass County
My Commission Expires
March 17, 2020

Sarah Long
Signature of Notary Public