

BK: 2021 PG: 1841
Recorded: 5/6/2021 at 8:16:49.0 AM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.41
Combined Fee: \$25.41
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

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

Preparer Information:

Robert H. Laden, 8410 Hickman Rd. Ste. 102 Clive, Iowa 50325
Phone: (515) 266-6000

Taxpayer Information:

Peck's Feed & Supply, 2170 G50 Hwy, Saint Charles, IA 50240

Return Document To:

Peck's Feed & Supply, 2170 G50 Hwy, Saint Charles, IA 50240

Grantors: WYATT WESLEY TYLER AND ASHLEE DEANE TYLER

Grantees: PECK'S FEED & SUPPLY, INC.

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



**AFFIDAVIT IN SUPPORT OF FORFEITURE
OF REAL ESTATE CONTRACT**

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

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 an acceptance of service thereof**; which Notice and acceptance 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 acceptance, included all parties in possession of said real estate at the time of service of said notice.

That, as shown by such acceptance, more than 30 days have passed since the service of such Notice.

That the default mentioned in said Notice has 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 has retaken possession of said real estate following the expiration of said 30 day period.

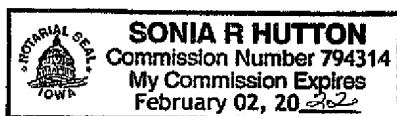
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

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.

Dennis R. Peck, President, Affiant

Signed and sworn to (or affirmed) before me on April 1, 2021, by Dennis R. Peck, President.



Signature of Notary Public



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Wyatt Wesley Tyler and Ashlee Deane Tyler, 302 Highland, Saint Charles, IA 50240

You and each of you are hereby notified:

1. The written contract dated September 28, 2018, and executed by Peck's Feed & Supply, Inc. as vendors, and Wyatt Wesley Tyler and Ashlee Deane Tyler, husband and wife, as vendees, recorded on November 20, 2018; in the office of the Madison County Recorder, recorded as document reference number Book 2018 Page 3762, for the sale of the following described real estate:

LOT 1 BLOCK 2 SOUDER'S ADDITION, now included in and forming a part of the City of Saint Charles, Madison County, Iowa

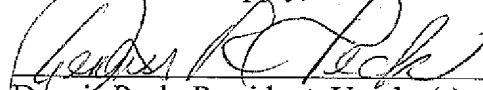
has not been complied with in the following particulars:

a) voluntary forfeit contract \$147,115.39

Total \$147,115.39

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 \$0.00 (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Peck's Feed & Supply, Inc.


Dennis Peck, President, Vendor(s)

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.

ACCEPTANCE 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.



Wyatt Wesley Tyler

Date: April 1, 2021



Ashlee Deane Tyler

Date: April 1, 2021