

Document 2008 292

Book 2008 Page 292 Type 03 014 Pages 4

Date 1/28/2008 Time 12:39 PM

Rec Amt \$22.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK



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)

Todd G. Nielsen, 211 N. Maple St., Creston, IA 50801, Phone: (641) 782-7007

Taxpayer Information: (Name and complete address)

Alva & Judith Carlson, 1087 Creamery Rd., Afton, IA 50830

Return Document To: (Name and complete address)

Todd G. Nielsen, 211 N. Maple St., Creston, IA 50801, Phone: (641) 782-7007

Grantor:

Todd G. Nielsen

Grantee:

The Public

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 UNION

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/^{and/or proof of publication}as shown by said returns, included all parties in possession of said real estate at the time of service of said notice.

● That personal service could not be made upon Christopher Keys and Jo Ann Keys in the State of Iowa, and no forwarding mailing address is known after diligent inquiry. A copy of said Notice was mailed to the Contract Buyers at their last known address of 300 W. Lincoln, Macksburg, Iowa 50155.

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.

Affiant

Signed and sworn to (or affirmed) before me on Jan. 31, 2008 by Todd G. Nielsen



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. 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



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Christopher Keys and JoAnn Keys

300 W. Lincoln, Macksburg, IA 50855

You and each of you are hereby notified:

(1) The written contract dated April 13, 2004, and executed by
Alva H. Carlson and Judith A. Carlson

as Vendors, and
Christopher Keys and JoAnn Keys by assignment from Rachael Overbay

_____ as Vendees,
(insert recording data) recorded the 14th day of April, 2004, in the office of the
Madison County Recorder, recorded as document reference number
Book 2004, Page 1605 for the sale of the following described real estate:

Lots 13 and 14 in Block 3 of W.O. Lee's Addition to the Town of Macksburg, Madison County,
Iowa and the S 1/2 of the vacated Alley lying North of Lots 13 and 14 in Block 3 of W.O. Lee's
Addition to the Town of Macksburg, Madison County, Iowa

has not been complied with in the following particulars:

(a) September 2007 payment	\$ <u>335.00</u>
(b) One-half April, 2007 payment	\$ <u>167.50</u>
(c) 1st half taxes due 9-30-07	\$ <u>57.00</u>
(d)	\$ _____
Total	\$ <u>559.50</u>

(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.

Alva H. Carlson

Judith A. Carlson

Vendors
(or Successors in Interest)

By _____

Todd G. Nielsen

Their Attorney -

Address: 211 N. Maple St., Creston, IA 50801

STATE OF IOWA
SS.

Madison County

AFFIDAVIT OF PUBLICATION

TED GORMAN being duly sworn says he is publisher of WINTERSET MADISONIAN a once weekly paper of general circulation, published in Winterset, Iowa, and that the notice, a copy which is annexed and made part hereof, was correctly published in said paper.

for the period 3 consecutive weeks, the last publication thereof being

on the ~~21ST~~ day of NOVEMBER, 2007.

Ted Gorman

Subscribed and sworn to before me this

23RD day of NOVEMBER, 2007.

Stacey Nabeu

NOTARY PUBLIC
in and for Madison County

**NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT**

TO: Christopher Keys and JoAnn Keys, 300 W. Lincoln, Macksburg, Iowa 50155
You and each of you are hereby notified:

(1) The written contract dated April 13, 2004, and executed by Alva H. Carlson and Judith A. Carlson as Vendors, and Christopher Keys and JoAnn Keys by assignment from Rachael Overbay as Vendees, recorded the 14th day of April, 2004, in the office of the Madison County Recorder, recorded as document reference number Book 2004, Page 1605 for the sale of the following described real estate:

Lots 13 and 14 in Block 3 of W.O. Lee's Addition to the Town of Macksburg, Madison County, Iowa and the S 1/2 of the vacated Alley lying North of Lots 13 and 14 in Block 3 of W.O. Lee's Addition to the Town of Macksburg, Madison County, Iowa

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- (a) September 2007 payment \$335.00
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- (c) 1st half taxes due 9-30-07 \$ 57.00
- (d)

Total \$559.50

(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.

Alva H. Carlson