

Document 2008 3190

Book 2008 Page 3190 Type 03 014 Pages 4

Date 10/29/2008 Time 10:51 AM

Rec Amt \$22.00 Aud Amt \$5.00

INDX ✓
ANNO ✓
SCAN

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)

James D. Beatty, 2700 Westown Pkwy., #310, West Des Moines, IA 50266, Phone: (515)
225-1100

Taxpayer Information: (Name and complete address)

John F. Reilly and Nanette Foster-Reilly
17008 Quinn Rd.
Carney, MO 64060

Return Document To: (Name and complete address)

James D. Beatty, 2700 Westown Pkwy., #310, West Des Moines, IA 50266, Phone: (515)
225-1100

Grantor:

John F. Reilly and Nanette Foster Reilly, husband and wife

Grantee:

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 POLK

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.

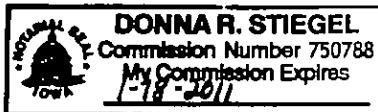
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

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 cancelled and is of no force and effect whatsoever.

James D. Beatty
James D. Beatty, Affiant
Attorney for John F. Reilly and Nanette Foster-Reilly

Signed and sworn to (or affirmed) before me on October 23, 2008, by James D. Beatty, Attorney for John F. Reilly and Nanette Foster-Reilly



Donna R. Stiegel
Donna R. Stiegel, 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: Mary Beth Anzivino, Administrator of the Estate of Peter C. Anzivino, Polk County Probate

You and each of you are hereby notified:

(1) The written contract dated March 28, 1997, and executed by John F. Reilly and Nanette Foster-Reilly, husband and wife as Vendors, and Pete Anzivino, a single person

(insert recording data) recorded the 1st day of April, 1997, in the office of the Madison County Recorder, recorded as document reference number 2633 in Book 137 at Page 377 for the sale of the following described real estate:

A parcel of land described as commencing at the South Quarter corner of Section 25, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa. Thence S. 84 degrees 06'23" W. along the south line of the Southwest Quarter (1/4) of said Section 25, 330.88 feet to the point of beginning; thence S. 84 degrees 06'23" W. 692.44 feet to the centerline of a county road; thence N. 0 degrees 00'00" along the centerline of the county road 1,787.18 feet to the South line of the right of way of Iowa Highway No. 92; thence Northeasterly 81.89 feet along a 2835.0 feet radius curve concave southeasterly; thence N. 65 degrees 06'36" E. 1,034.98 feet; thence S. 0 degrees 06'39" E. 827.23 feet; thence S. 83 degrees 50'34" W. 330.88 feet; thence S. 0 degrees 06'39" E. 1,322.43 feet to the point of beginning containing 35.9204 Acres including 3.7130 Acres of county road right of way.

has not been complied with in the following particulars:

(a)	Failure to pay monthly installments of principal and interest for April 2006	\$	_____
(b)	through August 2008 (\$248.63 x 29 months)	\$	<u>7,210.27</u>
(c)	Failure to pay real estate taxes for taxes due in fiscal years 2004/2005,	\$	_____
(d)	2005/2006, 2006/2007 and 2007/2008.	\$	<u>163.00</u>
Total		\$	<u>7,373.27</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.

John F. Reilly

Nanette Foster-Reilly Vendors
(or Successors in Interest)

By James D. Beatty
James D. Beatty Their Attorney -

Address: 2700 Westown Pkwy., #310, West Des Moines, IA 50266

Chapter 656, The 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.

AFFIDAVIT OF SERVICE

John F. Reilly, Nanette Foster-Reilly

Plaintiff/Petitioner,

vs.

Pete Anzivino

Defendant/Respondent.

Received by Attorney's Choice on 09/03/2008 to be served upon:

Mary Beth Anzivino, Administrator of the estate of Peter Anzivino

STATE OF IOWA
COUNTY OF POLK ss.

I, Collin McCormick, being duly sworn on oath, and over the age of 18 years, do hereby depose and state that:

On 09/21/2008 at 02:02 PM, I served the within Notice of Forfeiture of Real Estate Contract on Mary Beth Anzivino, Administrator of the estate of Peter Anzivino at 4501 Franklin Ave, Des Moines, IA 50311 in the manner indicated below:

INDIVIDUAL SERVICE: I served the same by delivering a copy thereof to the above person personally.

Description of person served:

Sex: Female - Age: 45 - Skin: White - Hair: Brown - Height: 56-6 - Weight: 160

Fee For Service: \$35.00

Sworn to and subscribed before me on this
22nd day of September, 2008

by an affiant who is personally known to me or produced identification.

[Signature]
NOTARY PUBLIC

x [Signature]
Collin McCormick

Independent Contractor for:

Attorney's Choice
2041 NW 145th Street
Clive, IA 50325
515.314.2248
Atty File#: - Our File# 14672

