

Document 2004 1788

Book 2004 Page 1788 Type 03 14 Pages 5
Date 4/22/2004 Time 2:49 PM
Rec Amt \$31.00 Aud Amt \$5.00

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| COMPUTER | <input checked="" type="checkbox"/> |
| RECORDED | <input checked="" type="checkbox"/> |
| COMPARED | <input checked="" type="checkbox"/> |

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

Preparer Information

Julie A. Forsyth, 113 North John Wayne Drive, Winterset, Iowa 50273, (515) 462-1666

Individual's Name

Street Address

City

Phone

SPACE ABOVE THIS LINE
FOR RECORDER



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 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.

Dixie Lee Bardwell *Dixie Lee Bardwell*
Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 22nd day of April, 2004.



Carrie Dee Bardwell
Notary Public in and for the State of Iowa.

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

Preparer information Julie A. Forsyth, 113 North John Wayne Drive, Winterset, Iowa 50273, (515) 462-1666

Individual's Name

Street Address

City

Phone



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

SPACE ABOVE THIS LINE
FOR RECORDER

TO: George Sanders, Jr. and Patricia D. Zika-Sanders
2364 St. Charles Rd, Winterset, IA 50273

You and each of you are hereby notified:

(1) The written contract dated December 6, 2002, and executed by
Dixie Lee Bardwell

as Vendors, and
George Sanders, Jr. and Patricia D. Zika-Sanders

(insert recording data) recorded the 14th day of January 2003, in the office of the
Madison County Recorder in Book 2003 Page 201

as Vendees, for the sale of the following described real estate:

All that part of the North Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Eight (8) which lies West of the West line of the public highway which commences 1081 feet East of the center of said Section Eight (8), and runs thence South, 15 degrees 20' East, 790.5 feet, thence Southeasterly along a 3843-foot radius curve with central angle of 8 degrees 55' a distance of 599.6 feet, thence South, 24 degrees 15' East, 545.6 feet, thence Southeasterly along a 669.6-foot radius curve with central angle of 13 degrees 33', a distance of 158.3 feet to a point on the South line of said 20-acre tract which is 848.4 feet West of the East line of said Section Eight (8), Township 75, Range 27 West of the 5th P.M., Madison County, Iowa.

has not been complied with in the following particulars:

| | |
|--|-----------------|
| (a) you failed to pay \$180.36 due Nov 1, 2003 plus late fee | <u>230.36</u> |
| (b) you failed to pay \$582.59 March 1, 2004 plus late fee | <u>632.59</u> |
| (c) you failed to pay \$230.00 in taxes March 1, 2004 | <u>230.00</u> |
| (d) you failed to install a new septic system as agreed | <u>6,000.00</u> |
| Total | 7,092.95 |

(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

Dixie Lee Bardwell
Dixie Lee Bardwell

By Julie Forsyth Vendors
(or Successors in Interest)
Their Attorney -

Address: Julie A. Forsyth
113 North John Wayne Drive

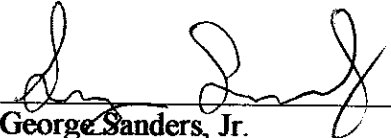
Chapter 656, The Code

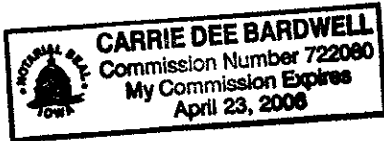
NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

ACCEPTANCE OF SERVICE

COMES NOW, George Sanders, Jr., and acknowledges receipt of a true copy of the Notice of Forfeiture of Real Estate Contract and accepts service thereof.

Dated this 22nd day of March, 2004.


George Sanders, Jr.

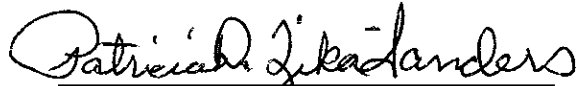


Carrie Dee Bardwell
3-22-04

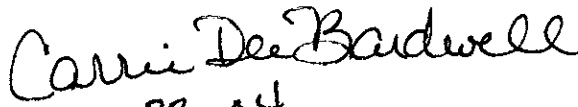
ACCEPTANCE OF SERVICE

COMES NOW, Patricia D. Zika-Sanders, and acknowledges receipt of a true copy of the Notice of Forfeiture of Real Estate Contract and accepts service thereof.

Dated this 22nd day of March, 2004.


Patricia D. Zika-Sanders




3-22-04


RETURN OF SERVICE

STATE OF IOWA)
) SS
MADISON COUNTY)

The undersigned, being first duly sworn, upon oath deposes and states that the attached Notice of Forfeiture of Real Estate Contract came into my hands on March 22, 2004, and I served the same on George Sanders, Jr., and Patricia D. Zika-Sanders at his dwelling house at 2364 St. Charles Road, Winterset, Iowa 50273, on March 22, 2004.


Dixie Lee Bardwell

Subscribed and sworn to before me and in my presence by the said Dixie Lee Bardwell this 22nd day of March, 2004.


Notary Public in and for the State of Iowa

