

REC \$ 20.00
AUD \$ 3.00 #3489
R.M.F. \$ 7.00

FILED NO. 3489
BOOK 2003 PAGE 3489

OCC
CC

COMPUTER _____
RECORDED _____
COMPARED _____

2003 (page 3489)
2003 JUN 16 PM 2:04
MICKI NITSLER
RECORDER
POLK COUNTY, IOWA

Preparer Information Tom W. George, 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 50266, (515) 327-1750
Individual's Name Street Address City Phone



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

SPACE ABOVE THIS LINE
FOR RECORDER

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.

- Contract between Sereg and Gordons recorded in Book 59 at Page 766.
Assignment from Gordon to R & S Investments, LLC, recorded in Book 64 at Page 324.

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.

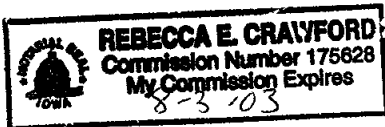
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

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.

Tom W. George [Signature] Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said Affiant this 9th day of June, 2003.



[Signature]
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 Tom W. George, 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 50266, (515) 327-1750

Individual's Name

Street Address

City

Phone

SPACE ABOVE THIS LINE
FOR RECORDER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:

Norman L. & Charlotte Gordon, 139 S. 10th Ave., Winterset, Iowa; Shawn Carmichael, 829 Green Breeze Circle, Altoona, Iowa; Randy Rudolf, 767 43rd Ave., Prole, Iowa; Action Financial Services c/o Richard K. Hansen, 1104-20th Street, West Des Moines, Iowa; Action Financial Services, 2400-86th Street, Des Moines, Iowa

You and each of you are hereby notified:

(1) The written contract dated December 9, 1994, and executed by James Robert Sereg and Josephine Frances Salazer Sereg as Vendors, and Norman L. and Charlotte Gordon recorded in Book 59 at Page 766; Shawn Carmichael and Randy Rudolf by Assignment from Gordons recorded in Book 64 at Page 324; and buyers interest further assigned to Action Financial Services, Inc., November 14, 2000 in Mortgage Record 222, Page 165. as Vendees, for the sale of the following described real estate:

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has not been complied with in the following particulars:

(a) See Addendum	38,697.74
(b)	_____
(c)	_____
(d)	_____
Total	38,697.74

(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.

James Robert Sereg and Josephine Frances Salazer Sereg

Vendors
(or Successors in Interest)

By *Tom W. George*
Tom W. George Their Attorney -
Address: 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 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.

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.

Date of Service	Place of Service

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA
 County of Polk } SS.

The undersigned, first being duly sworn, upon oath deposes and states that (he)(she) served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names, to-wit:

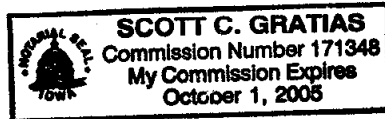
Name	Month	Day	Year	City Town or Township	County	State
Shawn Carmichael	5	1	03	Albion	Polk	IA

Wendy Webb

Subscribed in my presence and sworn to before me by said affiant this 2 day of May.

Scott C. Grati

Notary Public in and for said County and State



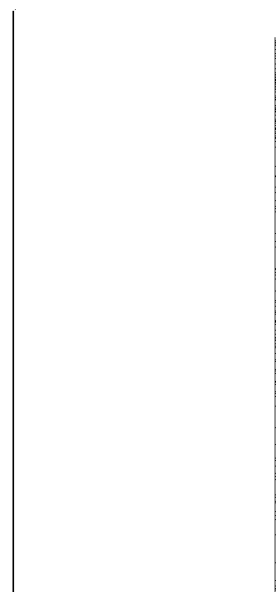
ADDENDUM

December 12, 2002 contract payments	\$	5,000.00
January 12, 2003 contract payments	\$	5,000.00
February 12, 2003 contract payments	\$	5,000.00
March 12, 2003 contract payments	\$	5,000.00
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Escrow Deficiency – April	\$	2,089.34
Utilities past	\$	1,476.31
Utilities present	\$	1,980.41
Service Fee – prior notices	\$	257.34
Insurance required due to cancellation of vendee	\$	2,708.00
Judgment of Holt Plumbing vs. R & S Investments	\$	984.27
Repairs – contracted	\$	3,984.63
Repairs – Sereg	\$	1,584.86
Less credit for February rent	\$ -	4,318.42
Less credit for March rent	\$ -	4,250.00
Less credit for April rent	\$ -	<u>5,335.00</u>
TOTAL	\$	38,697.74

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY



Preparer Information Tom W. George, 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 50266, (515) 327-1750

Individual's Name

Street Address

City

Phone

SPACE ABOVE THIS LINE
FOR RECORDER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:

Norman L. & Charlotte Gordon, 139 S. 10th Ave., Winterset, Iowa; Shawn Carmichael, 829 Green Breeze Circle, Altoona, Iowa; Randy Rudolf, 767 43rd Ave., Prole, Iowa; Action Financial Services c/o Richard K. Hansen, 1104-20th Street, West Des Moines, Iowa; Action Financial Services, 2400-86th Street, Des Moines, Iowa

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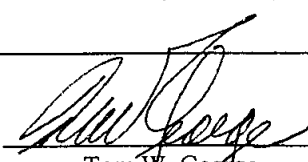
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(b)	<u> </u>
(c)	<u> </u>
(d)	<u> </u>
Total	38,697.74

(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.

James Robert Sereg and Josephine Frances Salazer Sereg

Vendors
(or Successors in Interest)

By  Their Attorney -
Address: Tom W. George
3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 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.

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.

	Date of Service	Place of Service
_____	_____	_____
_____	_____	_____
_____	_____	_____

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of Polk } SS.

The undersigned, first being duly sworn, upon oath deposes and states that (he)(she) served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names, to-wit:

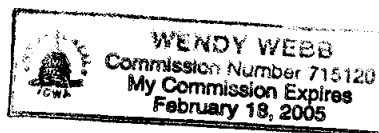
Name	Month	Day	Year	City Town or Township	County	State
Norman Gordon	5	1	03	Winterset	Madison	IA
Charlotte Gordon	5	1	03	Winterset	Madison	IA

Scott Stutts

Subscribed in my presence and sworn to before me by said affiant this 1 day of May, 2003

Wendy Webb

Notary Public in and for said County and State



ADDENDUM

December 12, 2002 contract payments	\$	5,000.00
January 12, 2003 contract payments	\$	5,000.00
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Less credit for March rent	\$ -	4,250.00
Less credit for April rent	\$ -	<u>5,335.00</u>
TOTAL	\$	38,697.74

Preparer Information Tom W. George, 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 50266, (515) 327-1750
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:

Norman L. & Charlotte Gordon, 139 S. 10th Ave., Winterset, Iowa; Shawn Carmichael, 829 Green Breeze Circle, Altoona, Iowa; Randy Rudolf, 767 43rd Ave., Prole, Iowa; Action Financial Services c/o Richard K. Hansen, 1104-20th Street, West Des Moines, Iowa; Action Financial Services, 2400-86th Street, Des Moines, Iowa

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- | | |
|------------------|-----------------------------|
| (a) See Addendum | <u>38,697.74</u> |
| (b) | <u> </u> |
| (c) | <u> </u> |
| (d) | <u> </u> |
| Total | 38,697.74 |

(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.

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James Robert Sereg and Josephine Frances Salazer Sereg

Vendors
(or Successors in Interest)

By Tom W. George
Their Attorney -

Address: 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 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.

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.

Date of Service	Place of Service
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_____	_____
_____	_____

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 County of Polk } SS.

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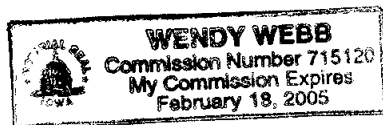
Name	Month	Day	Year	City Town or Township	County	State
Randy Rudolf	5	1	03	Proke	Warren	IA

Lull Stetson

Subscribed in my presence and sworn to before me by said affiant this 1 day of May 2003

Wendy Webb

Notary Public in and for said County and State



ADDENDUM

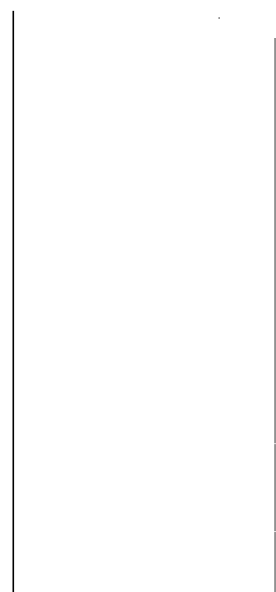
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TOTAL	\$	38,697.74

THE [illegible] OF [illegible]

[illegible text block]

[illegible text block]

[illegible text block]



Preparer Information Tom W. George, 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 50266, (515) 327-1750
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:

Norman L. & Charlotte Gordon, 139 S. 10th Ave., Winterset, Iowa; Shawn Carmichael, 829 Green Breeze Circle, Altoona, Iowa; Randy Rudolf, 767 43rd Ave., Prole, Iowa; Action Financial Services c/o Richard K. Hansen, 1104-20th Street, West Des Moines, Iowa; Action Financial Services, 2400-86th Street, Des Moines, Iowa

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(b)	_____
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(d)	_____
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James Robert Sereg and Josephine Frances Salazer Sereg

Vendors
(or Successors in Interest)

By Tom W. George Their Attorney -
Address: 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 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.

ACKNOWLEDGMENT OF SERVICE

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Date of Service	Place of Service

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of Polk } SS.

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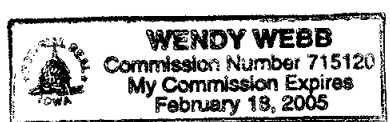
Name	Month	Day	Year	City Town or Township	County	State
Action Financial Co	4	30	03	DSM	Polk	IA
Richard Hansen						

Scott Stotter

Subscribed in my presence and sworn to before me by said affiant this 1 day of May 2003.

Wendy Webb

Notary Public in and for said County and State



ADDENDUM

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TOTAL	\$	38,697.74

100

THE UNIVERSITY OF CHICAGO

PHILOSOPHY DEPARTMENT

PHILOSOPHY 101

PHILOSOPHY 102

RECEIVED
MADISON CO. SHERIFF
WINTERSSET, IOWA

MAY 08 2003

BY Tom W. George 9:06 AM/PM

Preparer Information Tom W. George, 3737 Westown Parkway, Suite 2D, West Des Moines, Iowa 50266, (515) 327-1750
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Holt Plumbing & Heating c/o Lynn Holt, 304 E. Madison, Winterset, Iowa
Norman L. & Charlotte Gordon, 139 S. 10th Ave., Winterset, Iowa; Shawn Carmichael, 829 Green Breeze Circle,
Altoona, Iowa; Randy Rudolf, 767 43rd Ave., Prole, Iowa; Action Financial Services c/o Richard K. Hansen,
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- | | |
|------------------|------------------|
| (a) See Addendum | 38,697.74 |
| (b) | _____ |
| (c) | _____ |
| (d) | _____ |
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James Robert Sereg and Josephine Frances Salazer Sereg

Vendors
(or Successors in Interest)

By Tom W. George Their Attorney -
Address: 3737 Westown Parkway, Suite 2D, West Des
Moines, Iowa 50266

Chapter 656, The Code

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ACKNOWLEDGMENT OF SERVICE

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<i>L. Holt</i>	Date of Service <i>05-08-03</i>	Place of Service <i>Holt Plumbing + Heating</i>

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA

County of _____ } SS.

The undersigned, first being duly sworn, upon oath deposes and states that (he)(she) served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their respective names, to-wit:

Name	Month	Day	Year	City Town or Township	County	State

Craig Busch, Chief Deputy

Subscribed in my presence and sworn to before me by said affiant this _____ day of _____.

Notary Public in and for said County and State

ADDENDUM

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7008 6992 1552
11-14-00 11-13-00 12-12-94