

Document 2006 3849

Book 2006 Page 3849 Type 03 014 Pages 4
Date 9/19/2006 Time 10:15 AM
Rec Amt \$22.00 Aud Amt \$5.00

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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COMPAR ID	_____

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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)

Jerrold B. Oliver, P.O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

Taxpayer Information: (Name and complete address)

Cathie J. Collins and Cindy Lee Sanford, 2504 Victory Lane, St. Charles, IA 50240

Return Document To: (Name and complete address)

Jerrold B. Oliver, P.O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

Grantor:

See Page 2

Grantee:

See Page 2

x

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 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.

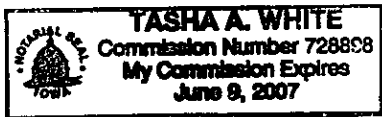
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similar act or acts amendatory thereof or supplementary thereto.

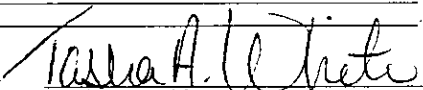
That this affidavit is made as supporting proof, record and notice, that the contract referred to in said Notice of Forfeiture is now null and void, stands forfeited and cancelled and is of no force and effect whatsoever.



Jerrold B. Oliver Affiant

Signed and sworn to (or affirmed) before me on 15th day of September, 2006, by Jerrold B. Oliver





Tasha A. White, 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

RETURN OF SERVICE

The within Notice of Forfeiture of Real Estate Contract received the 4th day of August 4, 2006, and I certify that I served the same on the person(s) named below by delivering a copy thereof to said person(s) personally on the date and at the place set opposite his or her name:

Sherry G. Mason, personally, at 105 East Turner, Truro, Iowa, on August 6, 2006.

Roger D. Mason, by serving Sherry G. Mason, wife, at 105 East Turner, Truro, Iowa, on August 6, 2006.

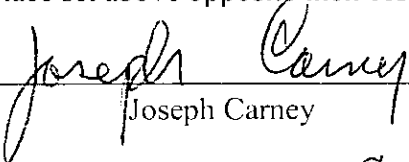
FEES:

Service \$50.00
Copies \$
Mileage \$

MEMO AND AFFIDAVIT OF SERVICE

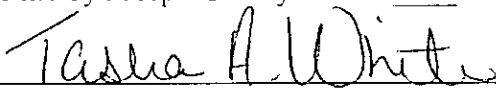
STATE OF IOWA :
 :SS
MADISON COUNTY :

The Undersigned, first being duly sworn upon oath, deposes and states that he served the attached notice or document on the persons named above by delivering a copy of said notice or document to said persons at the time and place set above opposite their respective names.



Joseph Carney

Subscribed and sworn to before me by Joseph Carney on this 8 day of August, 2006.



Notary Public in and for the State of Iowa





NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Roger D. Mason and Sherry G. Mason

You and each of you are hereby notified:

(1) The written contract dated October 15, 2004, and executed by George L. Parker by Cathie J. Collins and Cindy Lee Sandford as his Attorneys-in-fact as Vendors, and Roger D. Mason and Sherry G. Mason

as Vendees, (insert recording data) recorded the 18th day of October, 2004, in the office of the MADISON County Recorder, recorded as document reference number Book 2004, Page 4871 for the sale of the following described real estate:

Lot One (1) of Likens' Second Addition to the Original Town of Truro (Ego), in Madison County, Iowa

has not been complied with in the following particulars:

(a) Payment due June 15, 2006, has not been paid	\$ <u>550.00</u>
(b) Payment due July 16, 2006, has not been paid	\$ <u>550.00</u>
(c)	\$ _____
(d)	\$ _____
Total	\$ <u>1,100.00</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 \$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.

Cathie J. Collins and Cindy Lee Sanford

As Attorneys-in-Fact for George L. Parker Vendors
(or Successors in Interest)

By Jerrold B. Oliver Their Attorney

Address: P.O. Box 230, Winterset, IA 50273