



Document 2006 4154

Book 2006 Page 4154 Type 03 014 Pages 5

Date 10/06/2006 Time 10:10 AM

Rec Amt \$27.00 Aud Amt \$5.00

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

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



## 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)

Phil Watson , 535 E. Army Post Rd., Des Moines , IA 50315, Phone: (515) 287-7000

**Taxpayer Information:** (Name and complete address)

Arthur A. Smith  
3361 280th Street  
Truro, IA 50257-8037

**Return Document To:** (Name and complete address)

*6* Phil Watson, P.C.  
*PO 35393*  
535 E. Army post Rd.  
Des Moines, IA 50315

**Grantor:**

Phil Watson  
Arthur A. Smith

**Grantee:**

Poverty Ridge, L.L.C.  
Cara Glenn  
Wayne A. Glenn

**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.

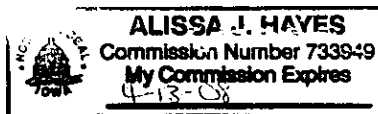
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled 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.

*Phil Watson*

\_\_\_\_\_  
Affiant

Signed and sworn to (or affirmed) before me on October 2, 2006, by Phil Watson



*Alissa J Hayes*

\_\_\_\_\_  
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: Poverty Ridge, L.L.C., Cara Glenn, and Wayne A. Glenn

You and each of you are hereby notified:

(1) The written contract dated May 27, 2005, and executed by  
Arthur A. Smith  
as Vendors, and  
Poverty Ridge, L.L.C., Cara Glenn, and Wayne A. Glenn

as Vendees,  
(insert recording data) recorded the 31st day of May, 2005, in the office of the  
Madison County Recorder, recorded as document reference number  
Book 2005 Page 2457 for the sale of the following described real estate:

The South 1/2 of Lot 8 and the South 1/2 of Lot 7, all in Block 8, of the Original Town Plat of  
Bevington, Madison County, Iowa.

Also personal property and equipment

has not been complied with in the following particulars:

(a) July and August payments	\$ <u>1,935.42</u>
(b) Late charges on contract	\$ <u>34.46</u>
(c) July and August note payments (cross collateralized)	\$ <u>1,290.28</u>
(d) Late charges on note	\$ <u>32.40</u>
(e) Amount to redeem from tax sale	Total \$ <u>769.00</u>
	Total <u>4,061.56</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.

Arthur A. Smith

By Phil Watson Vendors  
(or Successors in Interest)  
Phil Watson Their Attorney -  
Address: 535 E. Army Post Rd., Des Moines, IA  
50315

**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.

x <u><i>[Signature]</i></u>	Date of Service <u>8/25/06</u>	Place of Service <del>6791 Filmore St., Indianola, IA 50125</del> <u>201 N. Women Ave, Bevington, IA</u> <u>50033</u>

**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

Subscribed in my presence and sworn to before me by said affiant this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
 Notary Public in and for said County and State

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

CASE NO.:

AFFIDAVIT OF SERVICE

Arthur A. Smith

Plaintiff/Petitioner,

vs.

Poverty Ridge, L.L.C., Cara Glenn, and Wayne A. Glenn

Defendant/Respondent.

Received by Attorney's Choice on 08/29/2006 to be served upon:

Wayne A. Glenn

STATE OF IOWA  
COUNTY OF POLK ss.

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

On 08/29/2006 at 02:25 PM, I served the within Notice of Forfeiture of Real Estate Contract on Wayne A. Glenn at 2600 Des Moines Street, Des Moines, IA 50317 in the manner indicated below:


I served the same at the above person's dwelling house or usual place of abode(which place was not a rooming house, hotel, club, or apartment building) by substitute service, delivering a copy to the individual named below, which is a person residing therein who was then at least 18 years old.:

NAME: Bob Lloyd TITLE/RELATION: Co-occupant

Fee For Service: \$35.00

Sworn to and subscribed before me on this 29<sup>th</sup> day of August, 2006 by an affiant who is personally known to me or produced identification.

NOTARY PUBLIC

X  
  
\_\_\_\_\_  
Julia Roberts  
Attorney's Choice  
2041 NW 145th Street  
Clive, IA 50325  
515.314.2248  
Atty File#: - Our File# 1811

