

Document 2006 5185

Book 2006 Page 5185 Type 03 014 Pages 7  
Date 12/14/2006 Time 12:45 PM  
Rec Amt \$37.00 Aud Amt \$5.00

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPALED	✓

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**AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT**  
**THE IOWA STATE BAR ASSOCIATION**  
Official Form No. 176  
**Madison County Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Jodie L. Clark, 666 Walnut Street, Suite 2500, Des Moines, IA 50309  
Phone: (515) 288-2500

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

Max Steigleder and Commercial Construction Products Company  
5658 SE. 36<sup>th</sup> Street  
Des Moines, IA 50320

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

Jodie L. Clark, 666 Walnut Street, Suite 2500, Des Moines, IA 50309

**Affiant:**

Jodie L. Clark

**Legal Description:**

Parcel "D", located in the North Half (1/2) of the Southwest quarter (1/4) of Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 10.00 acres, as shown in Plat of Survey filed in Book 2003, Page 3267 on June 4, 2003, in the Office of the Recorder of Madison County, Iowa.

**AFFIDAVIT IN SUPPORT OF FORFEITURE  
OF REAL ESTATE CONTRACT**

TO WHOM IT MAY CONCERN:

STATE OF IOWA, COUNTY OF MADISON, ss:

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 the proof of service and Mediation Release 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 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 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.


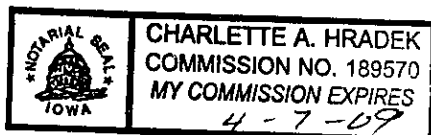
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled 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 canceled and is of no force and effect whatsoever.



Jodie L. Clark, Affiant

Signed and sworn to (or affirmed) before me on December 8, 2006, by Jodie L. Clark.



Charlette A. Hradek  
Notary Public, State of Iowa

Preparer Information Jodie L. Clark, 666 Walnut, Suite 2500, Des Moines, Iowa 50309, (515) 288-2500

Individual's Name

Street Address

City

Phone

SPACE ABOVE THIS LINE  
FOR RECORDER

## NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Gregory T. Fath  
623 37th Street  
Des Moines, Iowa 50312

Book 2003 Page 5048

You and each of you are hereby notified:

(1) The written contract dated 21st day of July, 2003, and executed by Gregory T. Fath as Vendor, and Max Steigleder, as President of Commercial Construction Products Company as Vendee, for the sale of the following described real estate:

Parcel "D", located in the North Half (1/2) of the Southwest quarter (1/4) of Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 10.00 acres, as shown in Plat of Survey filed in Book 2003, Page 3267 on June 4, 2003, in the Office of the Recorder of Madison County, Iowa.

has not been complied with in the following particulars:

(a) Failure to make monthly payments of \$199.92 for the months of December, 2005 through October, 2006.

\$2,199.12

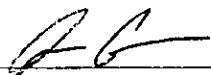
Total \$2,199.12

(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.

Commercial Construction Products Company  
Vendor(s)

By

  
\_\_\_\_\_  
Jodie L. Clark, Its Attorney  
666 Walnut, Suite 2500  
Des Moines, Iowa 50309

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.

#1315871



MEDIATION RELEASE

TO: Commercial Construction Products Company (Creditor)

Re: Mediation Release Statement

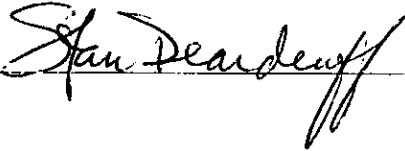
Please be advised that the borrower have waived mediation (or a mediation agreement has not been reached and you have participated in at least one mediation meeting), whichever is applicable, and this constitutes a mediation release as contemplated by Chapter 654A of the Code of Iowa. This Mediation Release is effective with respect to the Real Estate Contract attached hereto. Borrower's signature to this Mediation Release Statement is not required.

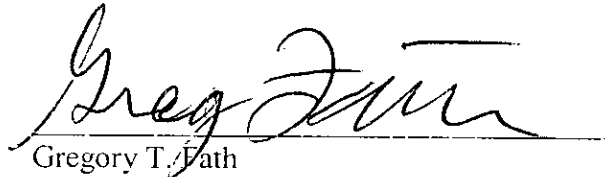
Mediator:

Borrowers:

IOWA FARMER/CREDITOR MEDIATION  
SERVICE

By:

  
\_\_\_\_\_

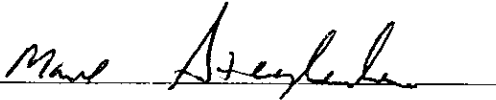
  
\_\_\_\_\_

Gregory T. Path

Creditor:

COMMERCIAL CONSTRUCTION PRODUCTS COMPANY

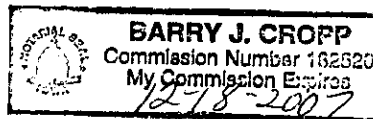
By:

  
\_\_\_\_\_

STATE OF Iowa )  
 ) SS:  
COUNTY OF Polk )

On this 15<sup>th</sup> day of October, 2006, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Max Steigleder, to me personally known, who being by me duly sworn, did say that he is the President of said Commercial Construction Products Company executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Max Steigleder acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Barry J. Cropp  
Polk Iowa, Notary Public  
in and for said County and State



STATE OF Iowa )  
 ) SS:  
COUNTY OF Polk )

On this 7 day of October, 2006, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Gregory T. Fath, to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

*Corey Gatzke*  
\_\_\_\_\_, Notary Public  
in and for said County and State

