



Document 2010 625

Book 2010 Page 625 Type 03 014 Pages 6

Date 3/26/2010 Time 10:32 AM

Rec Amt \$34.00 Aud Amt \$10.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK



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)

David L. Wetsch, 974 - 73rd Street, Suite 20, Des Moines, IA 50324, Phone: (515) 223-6000

Taxpayer Information: (Name and complete address)

Amanda Christensen and Ronald Christensen, 1721 Warren Ave., Norwalk, IA 50211

Return Document To: (Name and complete address)

David L. Wetsch, 974 - 73rd Street, Suite 20, Des Moines, IA 50324, Phone: (515) 223-6000

Grantor:

Penny Hormann
Curtis Hormann

Grantee:

Ronald Christensen
Amanda Christensen

Legal description: See Page 2

Document or instrument number of previously recorded documents: Bk 2009 Pg 2325



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.

Affiant

Signed and sworn to (or affirmed) before me on March 19, 2010 by DAVID L. Wetsch



Becky Lynn Sweeney, 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: Penny Hormann and Curtis Hormann, wife and husband
73192 - 390th Street, Ortonville, MN 56278

You and each of you are hereby notified:

(1) The written contract dated July 15, 2009, and executed by
Amanda Christensen and Ronald Christensen, wife and husband
as Vendors, and
Penny Hormann and Curtis Hormann, wife and husband

(insert recording data) recorded the 21st day of July, 2009, in the office of the
Madison County Recorder, recorded as document reference number
Book 2009 Page 2325 for the sale of the following described real estate:

Parcel "D", located in the Southeast Quarter (1/4) of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West and in the Southwest Quarter (1/4) of Section Six (6), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., all in Madison County, Iowa, containing 63.004 acres, as shown in Amended Plat of Survey filed in Book 3, Page 505 on October 29, 1999, in the Office of the Recorder of Madison County, Iowa, EXCEPT Parcel "E", a part of Parcel "D", containing 23.323 acres, as shown in Plat of Survey filed in Book 2002, Page 5913 on December 4, 2002, in the Office of the Recorder of Madison County, Iowa; AND EXCEPT Parcel "F", a part of Parcel "D", containing 19.174 acres as shown in Plat of Survey filed in Book 2002, Page 5913 on December 4, 2002, in the Office of the Recorder of Madison County, Iowa;

has not been complied with in the following particulars:

(a) 12-01-09 Payment	\$	<u>2,259.80</u>
(b) 01-01-10 Payment	\$	<u>2,259.80</u>
(c) 02-01-10 Payment	\$	<u>2,259.80</u>
(d)	\$	
Total	\$	6,779.40

(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.

Amanda Christensen
Ronald Christensen Vendors
(or Successors in Interest)
By David L. Wetsch Their Attorney -
Address 974 - 73rd Street, Suite 20, Des Moines
IA 50324

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.

NOTICE OF VALIDATION OF DEBT

DATE OF NOTICE: February 12, 2010

TO: (Name and address of each consumer) Penny Hormann and Curtis Hormann
73192 - 390th Street, Ortonville, MN 56278

REGARDING: Real Estate Contract
Amount of debt: \$ 6,779.40
Name of the creditor to whom the debt is owed: Amanda Christensen and Ronald Christensen

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector. If you notify the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by the debt collector. Upon your written request within the thirty-day period, the debt collector will provide you with the name and address of the original creditor, if different from the current creditor.

The debt collector is attempting to collect a debt and any information obtained will be used for that purpose.

Name and address of debt collector: David L. Wetsch
Wetsch, Abbott & Osborn PLC
974 - 73rd Street, Suite 20
Des Moines IA 50324


 **Certificate Of Service** 

Plaintiff

AMANDA CHRISTENSEN, RONALD CHRISTENSEN

--VS--

Defendant


CURTIS HORMANN

I hereby certify that on the 16th day of February, 2010 at 6:34 pm at 73192 390TH ST in the Township of Big Stone in the County of Big Stone, State of Minnesota, I duly served the following process:

**NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT
NOTICE OF VALIDATION OF DEBT**

by delivering a true copy to said CURTIS HORMANN personally.

Dated this 16th day of February, 2010

SHERIFF'S FEES

Service:	\$50.00
Mileage:	\$2.50
Total	\$52.50

John Haukos, Sheriff of Big Stone County, MN

by  Deputy.

DEPUTY MARK BROWN

 **Certificate Of Service** 

Plaintiff

AMANDA CHRISTENSEN, RONALD CHRISTENSEN

--VS--

Defendant

 PENNY HORMANN

I hereby certify that on the 16th day of February, 2010 at 6:34 pm at 73192 390TH ST in the Township of Big Stone in the County of Big Stone, State of Minnesota, I duly served the following process:

**NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT
NOTICE OF VALIDATION OF DEBT**

by delivering a true copy to CURTIS HORMANN a person of suitable age and discretion, then and there at said defendant's last usual place of abode.

Dated this 16th day of February, 2010

SHERIFF'S FEES

Service:	\$50.00
Mileage:	\$0.00
<hr/> Total	<hr/> \$50.00

John Haukos, Sheriff of Big Stone County, MN

by  Deputy.
DEPUTY MARK BROWN