



Document 2010 3226

Book 2010 Page 3226 Type 03 014 Pages 6

Date 12/17/2010 Time 10:54 AM

Rec Amt \$34.00 Aud Amt \$5.00

INDX ✓
ANNO ✓
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

This instrument prepared by and return to:

JOSEPH F. WALLACE, ABENDROTH AND RUSSELL LAW FIRM, 2560 – 73rd Street, Urbandale, Iowa 50322

Phone # (515) 278-0623

Mail tax statements to:

MAC SLAUSON, 16 – 34th Street, Des Moines, Iowa 50312

A&R File #17593-10-JFW (jfw)

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

Legal: Lot 5 in COUNTRY ESTATES WEST, located in the Southeast Quarter (SE ¼) and the Southwest Quarter (SW ¼) of Section 3, Township 76 North, Range 27, West of the 5th P.M., Madison County, Iowa

Address: 1654 McBride Ridge Court, Winterset, Iowa

The undersigned, first being duly sworn upon oath, deposes and states:

That there has been a noncompliance with the material terms of the written contract for sale of real estate executed by **Mac Joseph Slauson and Calandra Ann Slauson**, as Seller(s), and **Robert Glenn Silkman and Lynnette Lorene Silkman**, as Buyer(s), dated September 18, 2009, and filed October 6, 2009 in Book 2009, Page 3064 of the Madison County, Iowa, Recorder's Office, for the sale of the above-described real estate.

The specifics of the noncompliance is shown in the **Notice of Forfeiture of Real Estate Contract, hereto attached, together with return(s) of service thereof** attached hereto and by this reference hereby made a part of this Affidavit.

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 thirty (30) days have passed since the service of such Notice.

That the default(s) mentioned in said Notice 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 thirty (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 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 Servicemembers 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.

Further this Affiant sayeth naught.

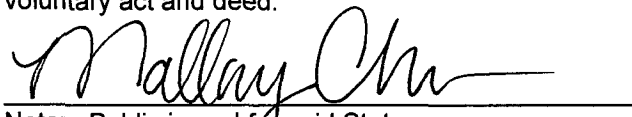
CONTRACT IN BOOK 2009 / PAGE 3064

STATE OF IOWA)

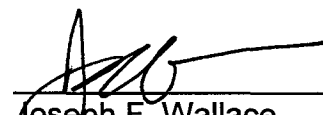
) SS:

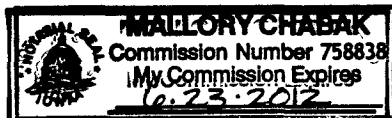
COUNTY OF POLK)

On this 13th day of December, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared **Joseph F. Wallace**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the same as that person's voluntary act and deed.


Notary Public in and for said State

Dated: December 13, 2010


Joseph F. Wallace
ABENDROTH AND RUSSELL LAW FIRM
2560 - 73rd Street
Urbandale, Iowa 50322
(515) 278-0623
ATTORNEY FOR CONTRACT SELLERS



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

**TO: Robert Glenn Silkman
Lynnette Lorene Silkman**

You and each of you are hereby notified:

1. There has been a noncompliance with the material terms of the written contract for sale of real estate executed by **Mac Joseph Slauson and Calandra Ann Slauson, a married couple**, as Sellers, and **Robert Glenn Silkman and Lynnette Lorene Silkman, a married couple**, as Buyers, dated September 18, 2009, and recorded on October 6, 2009 in Book 2009, Page 3064 of the Madison County, Iowa, Recorder's Office, for the sale of the following-described real estate:

Lot 5 in COUNTRY ESTATES WEST, located in the Southeast Quarter (SE ¼) and the Southwest Quarter (SW ¼) of Section 3, Township 76 North, Range 27, West of the 5th P.M., Madison County, Iowa

Locally known as 1654 McBride Ridge Court, Winterset, Iowa.

2. The material noncompliance is as follows:
 - a) Non-Payment

PAYMENT	DUE	PAID	TOTAL
Delinquent payment for October, 2010	\$1,735.03	\$0.00	\$1,735.03
Reasonable cost of serving this Notice	\$50.00	\$0.00	\$50.00
Attorney Fees	\$50.00	\$0.00	\$50.00
TOTAL	\$1,835.03	\$0.00	\$1,835.03

- b) Violation of Real Estate Contract – Paragraph 6

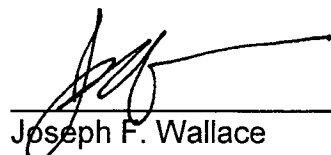
"Care of Property. Buyers shall take good care of property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair; and shall not injure, destroy, or remove the same during the life of this contract. **Buyers shall not make any material alteration in said premises without the written consent of the Sellers**, which consent shall be unreasonably withheld. Buyers shall not use or permit the premises to be sued for any illegal purpose."

Buyers have failed to obtain written consent of Sellers before making the following material alterations to the above-described premises:

1. Removal of chandelier in kitchen eating area;
 2. Installation of three (3) can lights into ceiling in kitchen eating area;
 3. Painting all of the rooms in the property white;
 4. Installation of shelving in pantry closet, hall closet, and bedroom closet; and
 5. Removal of Seller-provided appliances.
3. This contract shall stand forfeited unless the parties in default, within thirty (30) days after the completed service of this Notice, shall perform the terms and conditions in default, repair/replace the items listed in paragraph 2(b), above, and in addition pay the reasonable costs of serving this Notice. If the Seller is requesting payment of attorney fees, pursuant to Code of Iowa Section 656.7, payment of the attorney fees is not required to comply with this notice and prevent forfeiture.
4. The following is provided in compliance with the Fair Debt Collections Practices Act. You are advised that unless within 30 days of receipt of this Notice, you advise me that you dispute the debt, or any portion thereof, I will assume the debt to be valid. If you notify me in writing within the thirty-day period that the debt or any portion thereof is disputed, I will obtain verification of the debt and will mail a copy to you. Also, upon your written request within thirty days measured from the date of service of this Notice, I will provide you with the name and address of the original creditor if, in fact, it is different from the current original creditor. You are advised that this letter represents an attempt to collect a debt, and any information obtained from you will be used for that purpose. Please take notice and govern yourself accordingly.

Code of Iowa Chapter 656

Mac Joseph Slauson and Calandra Ann Slauson
Sellers, by:



Joseph F. Wallace AT0008809
ABENDROTH AND RUSSELL LAW FIRM
2560 – 73rd Street
Urbandale, Iowa 50322
(515) 278-0623
ATTORNEY FOR CONTRACT SELLER

IN THE IOWA DISTRICT COURT IN AND FOR MADISON COUNTY

Mac Joseph Slauson, Calandra Ann Slauson Sellers Vs. Robert Glenn Silkman Lynnette Lorene Silkman Buyers	AFFIDAVIT OF SERVICE
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I, **Jeff Zeller**, being first duly sworn upon oath, do hereby depose and state that I served the **Notice of Forfeiture of Real Estate Contract** upon **Lynnette Lorene Silkman** by delivering a true copy thereof at **1654 McBride Ridge Court, Winterset, Iowa** at **1:55pm** on the **11th** day of **November, 2010**.

- ☒ Personal service upon **Lynnette Lorene Silkman**, pursuant to Iowa Rule of Civil Procedure 1.305(1).
- ☐ Service upon _____ by serving _____, a co-occupant at the individual's house or usual place of abode, a person residing therein who is at least eighteen (18) years old, pursuant to Iowa Rule of Civil Procedure 1.305(1).
- ☐ After a diligent search, the Defendant does not live at the address stated and service was not obtained.

Further this Affiant sayeth naught.

STATE OF IOWA)
) SS:
COUNTY OF POLK)

Dated: November 12th, 2010.

On this **12th** day of **November, 2010**, before me the undersigned, a Notary Public in and for said State, personally appeared **Jeff Zeller**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the same as that person's voluntary act and deed.

Jeff Zeller
Zeller and Associates, L.C.
515-210-9700

Notary Public in and for the State of Iowa

Process Fee: \$35.00
Certified Mail: \$0.00
TOTAL: \$35.00



IN THE IOWA DISTRICT COURT IN AND FOR MADISON COUNTY

Mac Joseph Slauson, Calandra Ann Slauson Sellers Vs. Robert Glenn Silkman Lynnette Lorene Silkman Buyers	AFFIDAVIT OF SERVICE
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I, **Jeff Zeller**, being first duly sworn upon oath, do hereby depose and state that I served the **Notice of Forfeiture of Real Estate Contract** upon **Robert Glenn Silkman** by delivering a true copy thereof at **1654 McBride Ridge Court, Winterset, Iowa** at **1:55pm** on the **11th** day of **November, 2010**.

- ☐ Personal service upon _____, pursuant to Iowa Rule of Civil Procedure 1.305(1).
- ☒ Service upon **Robert Glenn Silkman** by serving **Lynnette Lorene Silkman**, a co-occupant at the individual's house or usual place of abode, a person residing therein who is at least eighteen (18) years old, pursuant to Iowa Rule of Civil Procedure 1.305(1).
- ☐ After a diligent search, the Defendant does not live at the address stated and service was not obtained.

Further this Affiant sayeth naught.

STATE OF IOWA)
) SS:
 COUNTY OF POLK)

Dated: November 12th, 2010.

On this **12th** day of **November, 2010**, before me the undersigned, a Notary Public in and for said State, personally appeared **Jeff Zeller**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the same as that person's voluntary act and deed.

 Jeff Zeller
 Zeller and Associates, L.C.
 515-210-9700

 Notary Public in and for the State of Iowa

Process Fee: \$5.00
 Certified Mail: \$0.00
 TOTAL: \$5.00

