



Document 2011 2889

Book 2011 Page 2889 Type 03 014 Pages 15

Date 10/31/2011 Time 10:21 AM

Rec Amt \$77.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA



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)

Mark L. Smith, POB 230, Winterset, IA 50273, Phone: (515) 462-3731

Taxpayer Information: (Name and complete address)

Wilson and Ruth Young, 1838 Earlham Road, Winterset, IA 50273

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

Mark L. Smith, POB 230, Winterset, IA 50273, Phone: (515) 462-3731

Grantor:

N/A

Grantee:

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.

Mark L. Smith

Affiant

Signed and sworn to (or affirmed) before me on 31st day of October, 2011, by Mark L. Smith



Carol Kiernan

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:

RICHARD EUGENE SLIGHT, POB 141, Creston, IA 50801;

BRENDA SLIGHT, POB 141, Creston, IA 50801;

MICHELLE RENEE BAKER, F/K/A MICHELLE RENEE SLIGHT, 328 S. 4th Ave.,
Winterset, IA 50273;

MADISON COUNTY MEMORIAL HOSPITAL, c/o Mary Corkrean, President of the Board of
Directors, 621 West Mills, Winterset, IA 50273;

MIDLAND FUNDING, LLC, c/o Corporation Service Company, Registered Agent, 505 - 5th
Ave., Ste. 729, Des Moines, IA 50309;

MIDLAND CREDIT MANAGEMENT, INC., c/o Corporation Service company, Registered
Agent, 505 - 5th Avenue, Ste. 729, Des Moines, IA 50309;

IFR, INC., c/o Tony Denkinger, Registered Agent, 7405 University Avenue, Ste. 10, Des
Moines, IA 50325

You and each of you are hereby notified:

(1) The written contract dated the st day of June, 2009, and executed by Wilson H. Young and Ruth J. Young as vendors, and Anthony Slight and Linda Slight as vendees, filed June 1, 2009, in Book 2009, Page 1703 of the Recorder's Office of Madison County, Iowa, and assigned to Richard Eugene Slight and Brenda Slight, by Warranty Deed dated May 12, 2011, and filed May 13, 2011, in Book 2011, Page 1209 of the Recorder's Office of the Madison County, Iowa, for the sale of the following described real estate:

Parcel "B" being a tract of land located on part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Five (5), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at an iron pin found at the northwest corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence N 90°00'00" E a distance of 166.46' to the Point of Beginning; thence N 90°00'00" E a distance of 564.98'; thence S 00°00'00"E a distance of 333.57'; thence N 90°00'00" W a distance of 564.98'; thence N 00°00'00" E a distance of 333.57' to the point of beginning, containing 4.32 acres, including 0.48 acres of county road right-of-way easement.

has not been complied with in the following particulars:

(a) Vendees abandoned property with a balance owing on contract of 79,086.74

Total 79,086.74

(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. Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

WILSON H. YOUNG
RUTH J. YOUNG, VENDORS

By 

Mark L. Smith, Their Attorney

POB 2307

Winterset, IA 50273

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 FORFEITURE
OF REAL ESTATE CONTRACT**

TO:

RICHARD EUGENE SLIGHT, POB 141, Creston, IA 50801;

BRENDA SLIGHT, POB 141, Creston, IA 50801;

MICHELLE RENEE BAKER, F/K/A MICHELLE RENEE SLIGHT, 328 S. 4th Ave.,
Winterset, IA 50273;

MADISON COUNTY MEMORIAL HOSPITAL, c/o Mary Corkrean, President of the Board of
Directors, 621 West Mills, Winterset, IA 50273;

MIDLAND FUNDING, LLC, c/o Corporation Service Company, Registered Agent, 505 - 5th
Ave., Ste. 729, Des Moines, IA 50309;

MIDLAND CREDIT MANAGEMENT, INC., c/o Corporation Service company, Registered
Agent, 505 - 5th Avenue, Ste. 729, Des Moines, IA 50309;

IFR, INC., c/o Tony Denkinger, Registered Agent, 7405 University Avenue, Ste. 10, Des
Moines, IA 50325

You and each of you are hereby notified:

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Parcel "B" being a tract of land located on part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Five (5), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at an iron pin found at the northwest corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence N 90°00'00" E a distance of 166.46' to the Point of Beginning; thence N 90°00'00" E a distance of 564.98'; thence S 00°00'00"E a distance of 333.57'; thence N 90°00'00" W a distance of 564.98'; thence N 00°00'00" E a distance of 333.57' to the point of beginning, containing 4.32 acres, including 0.48 acres of county road right-of-way easement.

has not been complied with in the following particulars:


(a) Vendees abandoned property with a balance owing on contract of 79,086.74

Total 79,086.74

(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. Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

WILSON H. YOUNG
RUTH J. YOUNG, VENDORS

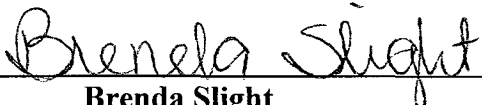
By 

Mark L. Smith, Their Attorney
POB 2307
Winterset, IA 50273

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.

ACCEPTANCE OF SERVICE

The undersigned hereby accepts and acknowledges due, timely and legal service of the foregoing Notice of Forfeiture of Real Estate Contract attached and acknowledges receipt of a copy thereof at Creston, Iowa, on this 30 day of September, 2011.



Brenda Slight

**NOTICE OF FORFEITURE
OF REAL ESTATE CONTRACT**

TO:

RICHARD EUGENE SLIGHT, POB 141, Creston, IA 50801;

BRENDA SLIGHT, POB 141, Creston, IA 50801;

MICHELLE RENEE BAKER, F/K/A MICHELLE RENEE SLIGHT, 328 S. 4th Ave.,
Winterset, IA 50273;

MADISON COUNTY MEMORIAL HOSPITAL, c/o Mary Corkrean, President of the Board of
Directors, 621 West Mills, Winterset, IA 50273;

MIDLAND FUNDING, LLC, c/o Corporation Service Company, Registered Agent, 505 - 5th
Ave., Ste. 729, Des Moines, IA 50309;

MIDLAND CREDIT MANAGEMENT, INC., c/o Corporation Service company, Registered
Agent, 505 - 5th Avenue, Ste. 729, Des Moines, IA 50309;

IFR, INC., c/o Tony Denkinger, Registered Agent, 7405 University Avenue, Ste. 10, Des
Moines, IA 50325

You and each of you are hereby notified:

(1) The written contract dated the st day of June, 2009, and executed by Wilson H. Young and Ruth J. Young as vendors, and Anthony Slight and Linda Slight as vendees, filed June 1, 2009, in Book 2009, Page 1703 of the Recorder's Office of Madison County, Iowa, and assigned to Richard Eugene Slight and Brenda Slight, by Warranty Deed dated May 12, 2011, and filed May 13, 2011, in Book 2011, Page 1209 of the Recorder's Office of the Madison County, Iowa, for the sale of the following described real estate:

Parcel "B" being a tract of land located on part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Five (5), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at an iron pin found at the northwest corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence N 90°00'00" E a distance of 166.46' to the Point of Beginning; thence N 90°00'00" E a distance of 564.98'; thence S 00°00'00"E a distance of 333.57'; thence N 90°00'00" W a distance of 564.98'; thence N 00°00'00" E a distance of 333.57' to the point of beginning, containing 4.32 acres, including 0.48 acres of county road right-of-way easement.

has not been complied with in the following particulars:

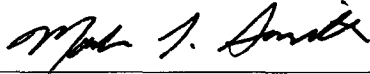
(a) Vendees abandoned property with a balance owing on contract of 79,086.74

Total 79,086.74

(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. Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

WILSON H. YOUNG
RUTH J. YOUNG, VENDORS

By 

Mark L. Smith, Their Attorney

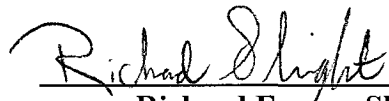
POB 2307

Winterset, IA 50273

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.

ACCEPTANCE OF SERVICE

The undersigned hereby accepts and acknowledges due, timely and legal service of the foregoing Notice of Forfeiture of Real Estate Contract attached and acknowledges receipt of a copy thereof at Creston, Iowa, on this 30 day of September, 2011.



Richard Eugene Slight

RETURN OF SERVICE

The within Notice of Forfeiture of Real Estate Contract received by me the 22nd day of September, 2011, and I certify that I served the same on the person(s) named below by delivering a copy thereof to said person(s) personally at the time and place set opposite his name:

I certify that I served, on September 23, 2011, a Notice of Forfeiture of Real Estate Contract, on Michelle Renee Baker, F/K/A Michelle Renee Slight, personally, at her place of residence, 328 S. 4th Avenue, Winterset, IA 50273..

FEES:

Service: \$35.00

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 each of the persons named above by delivering a copy of said notice or document to each of said persons at the time and place set out above opposite their respective names:

Joseph Carney

Joseph Carney

Subscribed and sworn to before me by Joseph Carney on this 23 day of September, 2011..

Carol Kiernan

Notary Public in and for the State of Iowa



RETURN OF SERVICE

The within Notice of Forfeiture of Real Estate Contract received by me the 22nd day of September, 2011, and I certify that I served the same on the person(s) named below by delivering a copy thereof to said person(s) personally at the time and place set opposite his name:

I certify that I served, on September 23, 2011, a Notice of Forfeiture of Real Estate Contract on Madison County Memorial Hospital, by serving Mary Corkrean, personally, President of the Board of Directors of the Madison County Memorial Hospital, at 621 West Mills Street, Winterset, IA 50273.

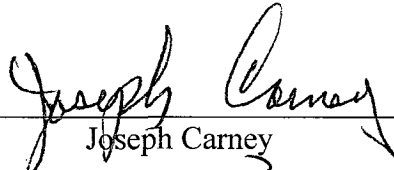
FEES:

Service: \$25.00

MEMO AND AFFIDAVIT OF SERVICE

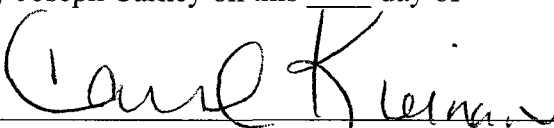
STATE OF IOWA :
:SS
MADISON COUNTY :

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

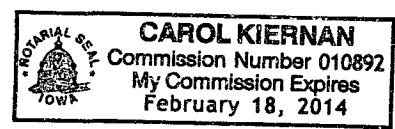


Joseph Carney

Subscribed and sworn to before me by Joseph Carney on this 23 day of September, 2011..



Notary Public in and for the State of Iowa



RETURN OF SERVICE

The within Notice of Forfeiture of Real Estate Contract received by me the 22nd day of September, 2011, and I certify that I served the same on the person(s) named below by delivering a copy thereof to said person(s) personally at the time and place set opposite his name:

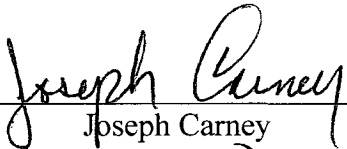
I certify that I served, on September 23, 2011, a Notice of Forfeiture of Real Estate Contract on IFR, Inc. by serving Tony Denkinger, Registered Agent for IFR, Inc. by serving Nate Rogers, personally, at 7405 University Avenue, Ste. 10, Des Moines, IA 50325.

Service: \$40.00

MEMO AND AFFIDAVIT OF SERVICE

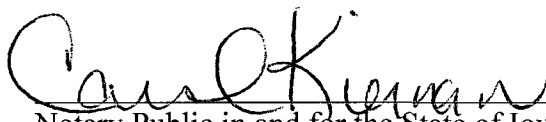
STATE OF IOWA :
 :SS
MADISON COUNTY :

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

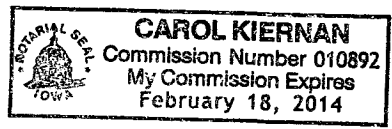


Joseph Carney

Subscribed and sworn to before me by Joseph Carney on this 23 day of September, 2011..



Notary Public in and for the State of Iowa



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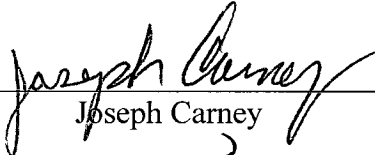
I certify that I served, on September 23, 2011, a Notice of Forfeiture of Real Estate Contract on Midland Credit Management, Inc. by serving Corporation Service Company, Registered Agent for Midland Credit Management, Inc. by serving Cindy Halverson, personally, at 505 - 5th Avenue, Ste. 729, Des Moines, IA 50309.

Service: \$30.00

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 each of the persons named above by delivering a copy of said notice or document to each of said persons at the time and place set out above opposite their respective names:



Joseph Carney

Subscribed and sworn to before me by Joseph Carney on this 23 day of September, 2011..



Notary Public in and for the State of Iowa



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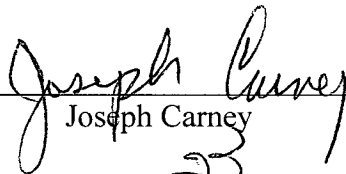
I certify that I served, on September 23, 2011, a Notice of Forfeiture of Real Estate Contract on Midland Funding, LLC by serving Corporation Service Company, Registered Agent for Midland Funding, LL, by serving Cindy Halverson, personally, at 505 - 5th Avenue, Ste. 729, Des Moines, IA 50309.

Service: \$30.00

MEMO AND AFFIDAVIT OF SERVICE

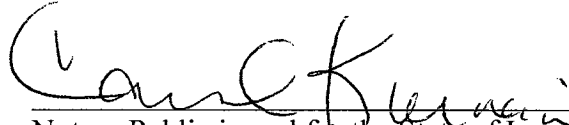
STATE OF IOWA :
:SS
MADISON COUNTY :

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



Joseph Carney

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Notary Public in and for the State of Iowa

