



Document 2012 833

Book 2012 Page 833 Type 03 014 Pages 4

Date 3/23/2012 Time 8:17 AM

Rec Amt \$22.00 Aud Amt \$5.00

INDX ✓  
ANNO ✓  
SCAN

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)

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

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

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

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

**Grantor:**

Sandra D. Kirk

**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.

The Real Estate Contract referred to in the Notice of Forfeiture is recorded in Book 131, Page 388 of the Recorder's Office of Madison Conty, Iowa

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.

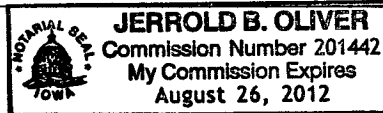
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s') rights in such contract in accordance with Code Chapter 656.

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.

Sandra D. Kirk  
Sandra D. Kirk Affiant

Signed and sworn to (or affirmed) before me on March 15, 2012, by Sandra D. Kirk



Jerrold B. Oliver  
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

RECEIVED  
MADISON COUNTY SHERIFF  
WINTERSSET, IOWA

COPY

TO: Leo J. Dixon  
Janet L. Dixon

NOV 22 1994

R.R. 1, Box 29, Lorimor, IA 50149

BY

You and each of you are hereby notified:

(1) The terms of the written contract dated April 10, 1993, and executed by Terry Dean Kirk, a single person, as Vendors, and Leo J. Dixon and Janet L. Dixon, husband and wife, as joint tenants with full rights of survivorship and not as/ tenants in common, as Vendees,

for the sale of the following described real estate:

Southeast Quarter of Northeast Quarter (SE 1/4 NE 1/4) of Section 30, Township 74 N, Range 27, Madison County, Iowa,

has not been complied within the following specific particulars:

- (a) November 1, 1994, installment of \$3,243.00 \$ 3,243.00
- (b) Interest on installment due November 1, 1994, at the rate of 8.3% per annum from 11/1/94 to date of payment (\$.74/day) Unknown
- (c) Service costs (estimated) 22.02
- (d) \_\_\_\_\_

Total \$3,265.02 + Interest

(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, The Code 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.

SANDRA KIRK, Successor in Interest to  
TERRY DEAN KIRK,

Vendors (or Successors in Interest)

Chapter 656, The Code

By Dallas J. Janssen  
Dallas J. Janssen Their Attorney—  
Address: 8515 Douglas Avenue, Suite 9  
Urbandale, IA 50322

### ACKNOWLEDGEMENT 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.

|       | Date of Service | Place of Service |
|-------|-----------------|------------------|
| _____ | _____           | _____            |
| _____ | _____           | _____            |
| _____ | _____           | _____            |
| _____ | _____           | _____            |

RETURN OF SERVICE — Personal

STATE of IOWA

ss.

County of MADISON

The undersigned first being duly sworn, upon oath deposes and states that he served the notice on the reverse side on each of the persons to whom the notice is addressed, and named below, by delivering a copy of the notice to each of the persons at the time and place set opposite their respective names:

Table with 7 columns: Persons Served, Day, Month, Year, City, Town or Township, County, State. Row 1: Janet L. Dixon, 22nd, November, 1994, Walnut, Madison, Iowa.

Craig Busch, Deputy (Signature)

Subscribed in my presence and sworn to before me by the affiant November 22, 19 94

Lois E. Thompson (Signature)

Lois E. Thompson, Notary Public in the above State.

FEES

Service \$ 15.00
Copies \$
Mileage \$ 7.02
Total \$ 22.02

NOV 28 1994 Vendor Atty (Stamp and Signature)

RETURN OF SERVICE — Leaving Copy

STATE OF Iowa

ss.

County of Madison

The undersigned, being first duly sworn, upon oath deposes and states that on November 22nd 19 94 he served the notice on the reverse side on Leo Dixon at his usual dwelling house or usual place of abode in the City, town or Township of Walnut in Madison County, IA, and which place was not a rooming house, hotel, club or apartment building, by there delivering a copy of the notice to Janet L. Dixon, wife a person residing there who was then at least eighteen years old.

Craig Busch, Deputy (Signature)

Subscribed in my presence and sworn to before me by the affiant November 22nd, 1994

Lois E. Thompson (Signature)

Lois E. Thompson, Notary Public in the above State.