



Document 2013 1329

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Rec Amt \$42.00 Aud Amt \$5.00

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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:

SCOTT D. HOLT, 5807 SE 7th Court, Des Moines, Iowa 50315

A&R File #17393-10-JFW (jok)

AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

Legal: **Lot Thirteen (13) of EVANS RURAL ESTATES, PLAT 2, a subdivision of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section Twenty-four (24), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa**

Address: 3381 – 140th Street, Cumming, Iowa 50061

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 **Scott Douglas Holt**, as Seller(s), and **Ricky Dale Schad and Melissa Ann Schad**, as Buyer(s), dated October 8, 2010, and recorded in Book 2010, Page 2669 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.

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

**TO: Ricky Dale Schad
Melissa Ann Schad
All others in possession
3381 – 140th Street
Cumming, IA 50061**

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 **Scott Douglas Holt, a single person**, as Seller, and **Ricky Dale Schad and Melissa Ann Schad, a married couple**, as Buyers, dated October 8, 2010, and recorded on October 27, 2010 in Book 2010, Page 2669 of the Madison County, Iowa, Recorder's Office, for the sale of the following-described real estate:

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Locally known as 3381 – 140th Street, Cumming, Iowa 50061

2. The material noncompliance is as follows:

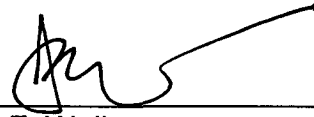
PAYMENT	DUE	PAID	TOTAL
Delinquent P&I payment – February 2013	\$1,656.86	\$0.00	\$1,656.86
Delinquent Escrow payment – February 2013	\$798.75	\$0.00	\$798.75
Late fees – February 2013	\$50.00	\$0.00	\$50.00
Delinquent P&I payment – March 2013	\$1,656.86	\$0.00	\$1,656.86
Delinquent Escrow payment – March 2013	\$798.75	\$0.00	\$798.75
Late fees – March 2013	\$50.00	\$0.00	\$50.00
Reasonable cost of serving this Notice	\$90.00	\$0.00	\$90.00
TOTAL	\$5,101.22	\$0.00	\$5,101.22

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, 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.

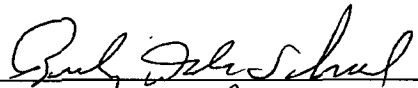
Code of Iowa Chapter 656

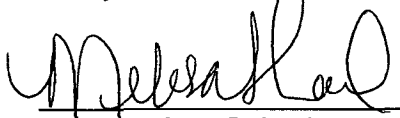
Scott Douglas Holt
Seller, by:



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

I hereby accept personal service of this Notice on 3/13, 2013.


Ricky Dale Schad


Melissa Ann Schad

IN THE IOWA DISTRICT COURT IN AND FOR MADISON COUNTY

IN THE FOREFEITURE OF
REAL ETATE CONTRACT
BETWEEN SCOTT D. HOLT
AND RICKY D. SCHAD AND
MELISSA. S. SCHAD

ACCEPTANCE OF SERVICE

COMES NOW Capital One Bank, by and through the undersigned attorney, and hereby acknowledges receipt of a copy of the Notice of Forfeiture of Real Estate Contract on March 21, 2013.

The undersigned hereby accepts said service with regard to the following:
SCSC014642, encaptioned Capital One Bank v. Ricky D. Schad, wherein on May 5, 2011, judgment was entered in favor of the Plaintiff, in the amount of \$1,108.54, with interest and costs

Respectfully submitted,

Charles L. Litow
LITOW & PECK, P.C.
PO Box 2165
Cedar Rapids, Iowa 52406
ATTORNEY FOR CAPITAL ONE

IN THE IOWA DISTRICT COURT IN AND FOR MADISON COUNTY

Scott Douglas Holt Seller Vs. Ricky Dale Schad; Melissa Ann Schad; Parties in Possession, 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 **Parties in Possession** by delivering a true copy thereof at **3381 140th Street, Cumming, Iowa** at **4:47pm** on the **18th** day of **March, 2013**.


- Personal service upon _____, pursuant to Iowa Rule of Civil Procedure 1.305(1).
- Service upon **Parties in Possession** by serving **Ricky Dale Schad** 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).

Further this Affiant sayeth naught.

STATE OF IOWA)
) SS:
 COUNTY OF POLK)

Dated: March 19th, 2013.

On this **19th** day of **January, 2013**, 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: \$30.00
 Certified Mail: \$0.00
 TOTAL: \$30.00

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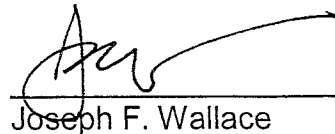
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Code of Iowa Chapter 656

Scott Douglas Holt
Seller, by:



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