



Document 2013 2490

Book 2013 Page 2490 Type 03 014 Pages 10

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Rec Amt \$52.00 Aud Amt \$5.00

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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)

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

Taxpayer Information: (Name and complete address)

Nathan and Heather Owen, 3670 Underwood, Osage, IA 50461

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

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

Grantor:

See Page 2

Grantee:

Legal description: See attached Notice of Forfeiture of Real Estate Contract

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 _____, by Mark L. Smith

_____, 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 Burgess, 2769 Peru Road, Peru, IA 50222

You and each of you are hereby notified:

(1) The written contract dated September 28, 2012, and executed by
Nathan Owen and Heather Owen
as Vendors, and
Richard Burgess and Amy Burgess

_____ as Vendees,
(insert recording data) recorded the 4th day of October, 2012, in the office of the
Madison County Recorder, recorded as document reference number
Book 2012, Page 2981 for the sale of the following described real estate:

Parcel "D" located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve
(12), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison
County, Iowa, containing 7.086 acres, as shown in Plat of Survey filed in Book 2007, Page 4034 on
November 2, 2007, in the Office of the Recorder of Madison County, Iowa

has not been complied with in the following particulars:

- | | |
|-----------------------------------|----------------------|
| (a) Failure to make July 1, 2013, | \$ _____ |
| (b) Balloon Payment | \$ <u>148,161.45</u> |
| (c) | \$ _____ |
| (d) | \$ _____ |
| Total | \$ 148,161.45 |

(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.

Nathan Owen

Heather Owen Vendors
(or Successors in Interest)

By Mark L. Smith
Mark L. Smith Their Attorney -
Address: POB 230, Winterset, IA 50273

RETURN OF SERVICE

The within Notice of Forfeiture of Real Estate Contract was received on the 10th day of July, 2013, 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 July 13, 2013, a Notice of Forfeiture of Real Estate Contract on Richard Burgess, personally, at 2769 Peru Road, Peru, IA 50222, by serving him personally at said address on said date.

FEES:

Service: \$35.00

*pd by
50222*

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 12 day of July, 2013.

Carol Kiernan

Notary Public in and for the State of Iowa





NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Amy Burgess, 2769 Peru Road, Peru, IA 50222

You and each of you are hereby notified:

(1) The written contract dated September 28, 2012, and executed by
Nathan Owen and Heather Owen
as Vendors, and
Richard Burgess and Amy Burgess

_____ as Vendees,
(insert recording data) recorded the 4th day of October, 2012, in the office of the
Madison County Recorder, recorded as document reference number
Book 2012, Page 2981 for the sale of the following described real estate:

Parcel "D" located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve (12), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 7.086 acres, as shown in Plat of Survey filed in Book 2007, Page 4034 on November 2, 2007, in the Office of the Recorder of Madison County, Iowa

has not been complied with in the following particulars:

- | | |
|-----------------------------------|----------------------|
| (a) Failure to make July 1, 2013, | \$ _____ |
| (b) Balloon Payment | \$ <u>148,161.45</u> |
| (c) | \$ _____ |
| (d) | \$ _____ |
| Total | \$ 148,161.45 |

(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.

Nathan Owen

Heather Owen Vendors
(or Successors in Interest)

By Mark L. Smith
Mark L. Smith Their Attorney -
Address: POB 230, Winterset, IA 50273

RETURN OF SERVICE

The within Notice of Forfeiture of Real Estate Contract was received on the 10th day of July, 2013, 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 July 13, 2013, a Notice of Forfeiture of Real Estate Contract on Amy Burgess, by serving Richard Burgess, her husband who is at least 18 years of age and resides at the same address, personally, at 2769 Peru Road, Peru, IA 50222, by serving him personally at said address on said date.

FEES:

Service: \$35.00

Handwritten initials/signature

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 12 day of July, 2013.

Carol Kiernan

Notary Public in and for the State of Iowa





NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Dr. M. J. Tindle, 2224 West Summit, Winterset, IA 50273

You and each of you are hereby notified:

(1) The written contract dated September 28, 2012, and executed by
Nathan Owen and Heather Owen
as Vendors, and
Richard Burgess and Amy Burgess

_____ as Vendees,
(insert recording data) recorded the 4th day of October, 2012, in the office of the
Madison County Recorder, recorded as document reference number
Book 2012, Page 2981 for the sale of the following described real estate:

Parcel "D" located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve (12), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 7.086 acres, as shown in Plat of Survey filed in Book 2007, Page 4034 on November 2, 2007, in the Office of the Recorder of Madison County, Iowa

has not been complied with in the following particulars:

- | | |
|-----------------------------------|----------------------|
| (a) Failure to make July 1, 2013, | \$ _____ |
| (b) Balloon Payment | \$ <u>148,161.45</u> |
| (c) | \$ _____ |
| (d) | \$ _____ |
| Total | \$ 148,161.45 |

(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.

Nathan Owen

Heather Owen Vendors
(or Successors in Interest)

By Mark L. Smith
Mark L. Smith Their Attorney -
Address: POB 230, Winterset, IA 50273

RETURN OF SERVICE

The within Notice of Forfeiture of Real Estate Contract was received on the 10th day of July, 2013, 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 July 13, 2013, a Notice of Forfeiture of Real Estate Contract on Dr. M. J. Tindle, personally, at 2224 West Summitt, Winterset, Madison County, Iowa. by serving him personally at said address on said date.

FEES:

Service: \$35.00

paid by Tindle

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 12 day of July, 2013.

Carol Kiernan

Notary Public in and for the State of Iowa





NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Exchange State Bank, 322 Adair Street, Adair, IA 50002

You and each of you are hereby notified:

(1) The written contract dated September 28, 2012, and executed by
Nathan Owen and Heather Owen
as Vendors, and
Richard Burgess and Amy Burgess

_____ as Vendees,
(insert recording data) recorded the 4th day of October, 2012, in the office of the
Madison County Recorder, recorded as document reference number
Book 2012, Page 2981 for the sale of the following described real estate:

Parcel "D" located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve
(12), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison
County, Iowa, containing 7.086 acres, as shown in Plat of Survey filed in Book 2007, Page 4034 on
November 2, 2007, in the Office of the Recorder of Madison County, Iowa

has not been complied with in the following particulars:

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| (a) Failure to make July 1, 2013, | \$ _____ |
| (b) Balloon Payment | \$ <u>148,161.45</u> |
| (c) | \$ _____ |
| (d) | \$ _____ |
| Total | \$ 148,161.45 |

(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.

Nathan Owen


Heather Owen Vendors
(or Successors in Interest)

By Mark L. Smith
Mark L. Smith Their Attorney -
Address: POB 230, Winterset, IA 50273

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 Adair, Iowa, on this 10th day of July, 2013..

EXCHANGE STATE BANK

By  Pres.
Randal G. Baird, Pres