



Document 2014 213

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Date 1/29/2014 Time 10:13 AM

Rec Amt \$27.00 Aud Amt \$5.00

INDX ✓
ANNO ✓
SCAN

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)

James E. Nervig, Brick Gentry PC, 6701 Westown Parkway, Ste. 100, West Des Moines, IA 50266
(515) 274-1450

Taxpayer Information: (Name and complete address)

Matthew Thomas Hakeman, 1578 North River Trail, Winterset, IA 50273



Return Document To: (Name and complete address)

James E. Nervig, Brick Gentry PC, 6701 Westown Parkway, Ste. 100, West Des Moines, IA 50266

Grantor:

THM, Inc.

Grantee:

Matthew Thomas Hakeman

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 Dallas

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 personal service was attempted and could not and cannot be made upon Thomas Matthew Hakeman.

Service of said Notice of Forfeiture of Real Estate Contract was made by publication.

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.

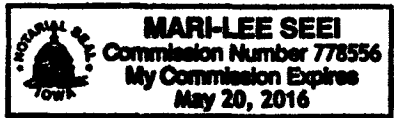
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(s) rights in such contract in accordance with Code Chapter 656.

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.

James E. Nervig
James E. Nervig, Attorney for THM, Inc. Affiant

Signed and sworn to (or affirmed) before me on January 21, 2014, by James E. Nervig



Mari-Lee Seei
Mari-Lee Seei, 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: Matthew Thomas Hakeman

You and each of you are hereby notified:

(1) The written contract dated August 31, 2011, and executed by
TMH, Inc.

as Vendors, and
Matthew Thomas Hakeman

as Vendees,

~~has not been recorded in the office of the County Recorder, recorded as document reference number~~
for the sale of the following described real estate:

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of
Section Thirty-two (32) in Township Seventy-seven (77) North, Range Twenty-seven (27) West of
the 5th P.M., Madison County, Iowa.

which contract was recorded on September 14, 2011, as Document 2011, 2421, in the
Office of the County Recorder.

has not been complied with in the following particulars:

(a) Default October 1, 2013	\$ <u>1,380.36</u>
(b) Default November 1, 2013	\$ <u>1,380.36</u>
(c)	\$ _____
(d)	\$ _____
Total	\$ <u>2,760.72</u>

(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.

TMH, Inc.

By James E. Nervig Vendors
(or Successors in Interest)
James E. Nervig Their Attorney -
Address: 6701 Westown Pkwy, Ste. 100
West Des Moines IA 50266

AFFIDAVIT OF SERVICE

State of Iowa)
) SS:
County of Polk)

I HEREBY certify and make return that I received the within and attached:

Notice of Forfeiture of Real Estate Contract (hereafter "Papers")

I HEREBY certify and make return that I attempted to serve the same on the within named

Matthew Thomas Hakeman, to wit:

- On December 2, 2013, service of process was attempted at 3194 V Avenue, Waukee, IA 50263; however, the property is vacant.
- After diligent investigation, the current whereabouts of the above-named party is unknown and service cannot be made personally in Iowa.

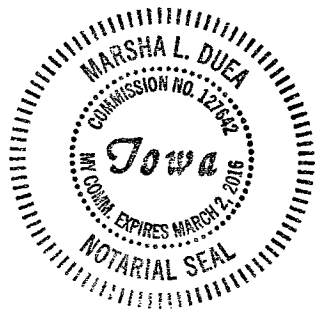
David Mosier

David Mosier, Process Server
Legal Support Services LC
2625 S 1st St
West Des Moines, IA 50265

SUBSCRIBED AND SWORN to before me by the said affiant this 18th day of December, 2013.

Marsha L. Dueda

NOTARY PUBLIC in and for the State of Iowa
Commission Expires:



STATE OF IOWA

SS

MADISON COUNTY

AFFIDAVIT OF PUBLICATIONS

**Notice of Forfeiture
of Real Estate Contract**

To: Matthew Thomas Hakeman

You and each of you are hereby notified:

(1) The written contract dated August 31, 2011, and executed by TMH, Inc. as Vendors, and Matthew Thomas Hakeman as Vendees, for the sale of the following described real estate:

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-Two (32) in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

has not been complied with in the following particulars:

(a) Default October 1, 2013	\$1,380.36
(b) Default November 1, 2013	\$1,380.36
	Total \$2,760.72

(2) The contract shall stand forfeited unless the parties in default, within 30 days after the complete 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.

TMH, Inc.

Vendors

By: James E. Nervig

Their Attorney

6701 Westown Parkway, Suite 100

West Des Moines, Iowa 50266

16-18

TED GORMAN being duly sworn says he is publisher of WINTERSET MADISONIAN a once weekly paper of General circulation, published in Winterset, Iowa, and that the notice, a copy which is annexed and made part hereof was correctly published in said paper.

for the period 3 consecutive weeks, the last publication thereof being

on the 26 day of Dec 20 13

Ted G. Gorman

Subscribed and sworn to before me this

27 day of Dec 20 13

Cleota Tapken

NOTARY PUBLIC

In and for Madison County

Fee
\$ 20.79

