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Book 2014 Page 3036 Type 03 014 Pages 4

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Rec Amt \$22.00 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 #176

Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

Samuel H. Braland, 115 E. First Street, P.O. Box 370, Earlham, Iowa 50072 (515) 758-2267

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

Michael L. and Kathleen F. McLaughlin  
245 N.W. Poplar Avenue  
Earlham, Iowa 50072

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

Samuel H. Braland  
P.O. Box 370  
Earlham, Iowa 50072

**Grantors:**

Matthew F. Montgomery

**Grantees:**

Michael L. McLaughlin  
Kathleen F. McLaughlin

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



### NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Matthew F. Montgomery  
465 N.W. 4th Street, Earlham, Iowa 50072

You and each of you are hereby notified:

(1) The written contract dated December 28, 2012, and executed by  
Michael L. McLaughlin and Kathleen F. McLaughlin, husband and wife,  
as Vendors, and  
Matthew F. Montgomery

\_\_\_\_\_ as Vendees,  
(insert recording data) recorded the 4th day of January, 2013, in the office of the  
Madison County Recorder, recorded as document reference number  
Book 2013, Page 37 for the sale of the following described real estate:

A tract of land commencing 469.2 feet South and 399.08 feet West of the Northeast corner of the Southeast Quarter (SE¼) of Section One (1) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, and running thence West 90 feet, thence South 1 chain and 90 links, thence East 90 feet, thence North 1 chain and 90 links to the point of beginning,

has not been complied with in the following particulars:

- |   |                           |
|---|---------------------------|
| (a) Installment payment due September 1, 2014 is unpaid.              | \$ <u>591.19</u>          |
| (b) Installment payment due October 1, 2014 is unpaid.                | \$ <u>591.19</u>          |
| (c) Real estate taxes are unpaid. \$758 plus penalty, interest, fees. | \$ <u>769.00</u>          |
| (d)   | \$ _____                  |
| <b>Total</b>  | <b>\$ <u>1,951.38</u></b> |

(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.

Michael L. McLaughlin

Kathleen F. McLaughlin

By Samuel H. Braland Vendors  
(or Successors in Interest)

Samuel H. Braland Their Attorney -

Address: 115 E. First Street, P.O. Box 370  
Earlham, Iowa 50072

**ACKNOWLEDGMENT 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

**MEMO AND AFFIDAVIT OF SERVICE**

STATE OF IOWA }  
 County of Madison } SS.

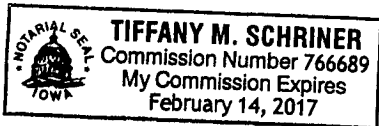
The undersigned, first being duly sworn, upon oath deposes and states that (he)(she) served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of said persons at the time and place set opposite their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

Name	Month	Day	Year	City Town or Township	County	State
<u>Matthew F. Montgomery</u>	<u>10</u>	<u>21</u>	<u>2014</u>	<u>Earlham</u>	<u>Madison</u>	<u>IA</u>

Doug Buchan  
 Doug Buchan

Subscribed in my presence and sworn to before me by said affiant this 23 day of October, 2014.

TMSchriner  
Tiffany M. Schriener  
 Notary Public in and for said County and State





## AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN: STATE OF IOWA, COUNTY OF MADISON, ss:

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 canceled and is of no force and effect whatsoever.

*Michael L. McLaughlin*

Michael L. McLaughlin

*Kathleen F. McLaughlin*

Kathleen F. McLaughlin Affiant

Signed and sworn to (or affirmed) before me this 25<sup>th</sup> day of November, 2014,  
by Michael L. McLaughlin and Kathleen F. McLaughlin



*Tami Rice*

Signature of 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.