



Book 2022 Page 2553

Document 2022 2553 Type 04 004 Pages 10
Date 8/25/2022 Time 3:53:33PM
Rec Amt \$52.00 Aud Amt \$5.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**AFFIDAVIT IN SUPPORT OF FORFEITURE
OF REAL ESTATE CONTRACT
Recorder's Cover Sheet**

Preparer Information: Daniel H. Swift, Swift Law Firm, 108 N. Madison St., PO Box 207,
Manchester, Iowa 52057, (563) 927-4901

Taxpayer Information: Kenneth P. Hart, 2093 Wapsie Y Rd., Coggon, IA 52218

Return Document To: Daniel H. Swift, Swift Law Firm, 108 N. Madison St., PO Box 207,
Manchester, Iowa 52057

Grantors:

Joshua James Diesburg and Jennifer Marie Diesburg

Grantees:

Kenneth P. Hart a/k/a Kenneth Paul Hart

Legal Description: See Page 2

Document or instrument number of previously recorded documents: Book 2010, Page 333



AFFIDAVIT IN SUPPORT OF FORFEITURE OF REAL ESTATE CONTRACT

TO WHOM IT MAY CONCERN: STATE OF IOWA, COUNTY OF DELAWARE

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.

308 SOUTH TAMA STREET, MANCHESTER, IA 52057
THE NORTH ONE-HALF (N ½) OF LOTS SEVENTEEN (17) AND EIGHTEEN (18),
AMSDEN'S ADDITION TO MANCHESTER, IOWA, ACCORDING TO PLAT
RECORDED IN BOOK 3 L.D., PAGE 276-277

That, as shown by such returns, more than 30 days have passed since the service of such Notice.

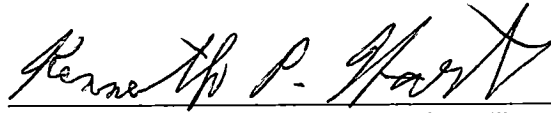
That the default mentioned in said Notice has not been removed nor performed nor paid in any amount by said vendees, nor by anyone; and that therefore the terms and conditions as to which there is and has been a default have not been performed within the thirty (30) days mentioned in said Notice, nor at any time by anyone; nor has any sum been offered or tendered by said vendees or anyone; that vendor has retaken possession of said real estate following the expiration of said thirty (30) day period.

That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendees' 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.

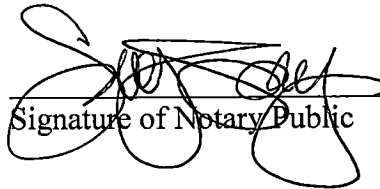
That this affidavit is made as supporting proof, record, and Notice that the contract referred to in said Notice of Forfeiture is now null and void, stands forfeited and canceled, and is of no force and effect whatsoever.

That Personal Service could not and cannot be made upon Joshua James Diesburg in the State of Iowa; that on June 15, 2022, a copy of said Notice was sent by ordinary mail addressed to said Joshua James Diesburg at his last known mailing address, to-wit: 203 N. Dubuque St., Anamosa, IA 52205; publication was made as shown by the proof attached on 6/15, 6/22, and 6/29, 2022 in the Manchester Press, a paper of general circulation in the County of Delaware pursuant to Iowa Code Section 656.3 and the Iowa Rules of Civil Procedure.



Kenneth P. Hart, Affiant

Signed and sworn to (or affirmed) before me on the 12th day of August 2022 by Kenneth P. Hart.


Signature of Notary Public



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:

Joshua James Diesburg
203 N. Dubuque St.
Anamosa, IA 52205

Jennifer Marie Diesburg
242 Hoover Ave.
Buffalo, NY 14217-2520

One Main Financial
121 Blairs Ferry Rd. NE #200
Cedar Rapids, IA 52402

You and each of you are hereby notified:

1. The written contract dated January 30, 2010, and executed by Kenneth P. Hart as vendor, and Joshua James Diesburg and Jennifer Marie Diesburg as vendees, recorded on February 2, 2010; in the Office of the Delaware County Recorder, in Book 2010, Page 333, for the sale of the following described real estate:

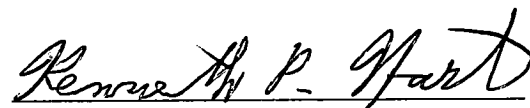
308 SOUTH TAMA STREET, MANCHESTER, IA 52057
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EIGHTEEN (18), AMSDEN'S ADDITION TO MANCHESTER, IOWA,
ACCORDING TO PLAT RECORDED IN BOOK 3 L.D., PAGE 276-277

has not been complied with in the following particulars:

a) Principal due on or before February 1, 2012	\$37,546.00
b) Interest as accumulated to February 1, 2022	\$33,728.00
c) Force Paid Insurance 2012-2022	\$4,496.00
d) Real Estate Taxes Force Paid 2012-2022	\$4,422.00

Total \$80,192.00

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.


Kenneth P. Hart, Vendor

SWIFT LAW FIRM

By


Daniel H. Swift/ICIS Pin# AT0007753

Attorney for Vendor

108 N. Madison St.

P.O. Box 207

Manchester, Iowa 52057

Phone: (563) 927-4901

Fax: (563) 927-4907

Email: dhsswift@iowatelecom.net

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



ERIE COUNTY SHERIFF'S OFFICE
CIVIL ENFORCEMENT DIVISION

JOHN C. GARCIA
SHERIFF

WILLIAM J. COOLEY
UNDERSHERIFF



134 W. EAGLE ST. — 4TH FLOOR BUFFALO, NY 14202

SHERIFF'S CERTIFICATE OF PERSONAL DELIVERY (CPLR § R306)

STATE OF NEW YORK
COUNTY OF ERIE

Sheriff's Docket # 00439391

KENNETH P. HART

Plaintiff/Petitioner

-against-

Defendant/Respondent

JENNIFER MARIE DIESBURG

Court Case/Index #

I, Richard Retzlaff, Deputy Sheriff in and for the County of Erie, State of New York do hereby certify that I am over eighteen years of age, not a party to the action or proceeding above and that the above captioned **DIRECTIONS FOR SERVICE OF NOTICE OF FOREFEITURE OF REAL ESTATE CONTRACT** in the above entitled action or proceeding was effected upon JENNIFER MARIE DIESBURG, the person named therein as defendant/respondent in said action or proceeding, at 12:30 PM on 5/11/2022 at 242 HOOVER AVENUE BUFFALO, NY 14217.

To the best of my knowledge, information and belief said JENNIFER MARIE DIESBURG at the time of service was not engaged in active military service of the United States.

Description of Person Served:

Approx. Age or DOB:	5/9/1982	Sex:	FEMALE
Eye Color:	HAZEL	Skin:	LIGHT
Approx. Weight:	160 lbs.	Height:	5' 5"

Dated: 5/11/2022

Deputy Richard Retzlaff
Erie County Sheriff's Office
Civil Enforcement Division

Case Name Kenneth P. Hart vs One Main Financial

RETURN OF SERVICE
Service Type: Corporation/Association

Date Rcvd: May 6, 2022

STATE OF IOWA

ss.

LINN COUNTY

I certify that I served a copy of Notice of Forfeiture of Real Estate Contract to One Main Financial by serving Jason Weddle, designee, at 1121 Blairs Ferry Rd. NE #200 Cedar Rapids, IA 52402 on 5/6/2022 @ 1:30 PM.

NOTES:

Corrected address.

Fees:

Mileage (\$8.19) Service Fee (\$30.00) Copy Fee (\$0.50)

Total: \$38.69

Brian D. Gardner, Sheriff, Linn County, Iowa

By

Deputy Jim V. Dunn #128

Deputy Sheriff Jim Dunn

Fees paid by Atty/Party:

Daniel H. Swift

PO Box 207

Manchester, IA 52057



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Anamosa, IA 52205

Jennifer Marie Diesburg
242 Hoover Ave.
Buffalo, NY 14217-2520

One Main Financial
121 Blairs Ferry Rd. NE #200
Cedar Rapids, IA 52402

RECEIVED
2022 MAY -6
BRIAN D. GARDNER
SHERIFF
DELAWARE COUNTY, IOWA

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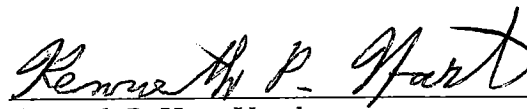
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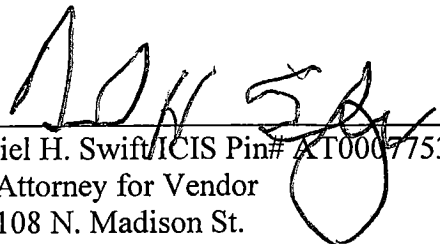
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Total \$80,192.00

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_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF IOWA
DUBUQUE COUNTY

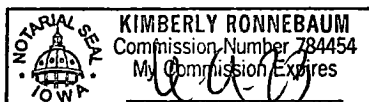
SS:

CERTIFICATE OF PUBLICATION

I, Tiffany Lott, of Woodward Communications, Inc., an Iowa corporation, publisher of the Manchester Press, a newspaper of general circulation published in the City of Manchester, County of Delaware and State of Iowa; hereby certify that the attached notice was published in said newspaper on the following dates 6-15, 6-22 & 6-29, 2022, and for which the charge is \$ 104.76.

Tiffany Lott

Subscribed to before me, a Notary Public in and for Delaware County, Iowa, this 24th day of June, 2022.



Kimberly Ronnebaum
Notary Public in and for
Delaware County, Iowa

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Kenneth P. Hart, Vendor
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Coggon, Iowa 52218
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Daniel H. Swift ICIS Pin# AT0007753
Attorney for Vendor
108 N. Madison St.
P.O. Box 207
Manchester, Iowa 52057
6-15-22-29