



Document 2026 411

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Date 2/13/2026 Time 12:00:30PM

Rec Amt \$27.00 Aud Amt \$5.00

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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

Preparer Information: Mason T. McCoy, 200 W. Jefferson St, PO Box 199, Osceola, IA 50213, Tel: 641-342-2157

Taxpayer Information: George Montross Trust, PO Box 31, Winterset, Iowa 50273

Return Document To: Mason T. McCoy, 200 W. Jefferson, Osceola, Iowa 50213

Grantors: George L. Montross Trust

Grantees: Jorge Gonzalez

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 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 defaults mentioned in said Notice 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 has 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.

Mason T. McCoy, Affiant

Signed and sworn to (or affirmed) before me on January 20, 2026, by Mason T. McCoy,.



Signature of Notary Public



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Jorge Gonzalez and Kevin Brammer, 1905 313th Street, Lorimor, IA 50149

You and each of you are hereby notified:

1. The written contract dated July 9, 2011, and executed by George L. Montross Trust as vendors, and Jorge Gonzalez and Kevin Brammer as vendees, recorded on November 10, 2025; in the office of the Madison County Recorder, recorded as document reference number 2025-0318; for the sale of the following described real estate:

~~3018~~
3018

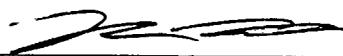
A tract of land commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE4) of Section Twenty-one (21), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., running thence North 7 rods, thence West 251 feet, thence South 7 rods, thence West 251 feet to the point of beginning (the "property"),

has not been complied with in the following particulars:

a)	Insurance from December 2022 to October 2025	\$2,587.82
b)	Property Taxes 2022	\$1,040.00
c)	Property Taxes 2023	\$533.00
d)	Property Taxes 2024	\$1,074.00
e)	Property Taxes 2025	\$1,076.00
f)	Past Due Payments	\$8,100.00
	Total	\$14,410.82

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.

George Montross Trust
Vendor(s)

By 

 Mason T. McCoy, Attorney
 ICIS PIN: AT0014145
 Reynoldson, Van Werden & McCoy, L.L.P.
 200 W. Jefferson St
 PO Box 199
 Osceola, IA 50213

Return of Service

IN THE IOWA COURT IN AND FOR MADISON COUNTY

**GEORGE MONTROSS TRUST
VS
JORGE GONZALEZ AND KEVIN BRAMMER**

Case Number: **25NOTICE020**
Civil Number: **25-000407**
Date Received: **12/04/2025 @ 14:57**
Date Printed: **12/29/2025 @ 10:49**

**STATE OF IOWA
MADISON COUNTY**

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I hereby certify that I served a copy of:
NOTICE

To: **BRAMMER,KEVIN ALLEN** at **1905 313TH ST, LORIMOR, IA 50149**
on **12/05/2025 @ 12:50** Type of Service: **PERSONAL**
Remarks:

Fees:

Service Fees:	30.00
Mileage:	18.20
Copies:	1.50
Total:	49.70

**JASON BARNES, SHERIFF
MADISON COUNTY**

By: **/S/ DEPUTY DONALD KINNEY**

Paid By: **REYNOLDSON VAN WERDEN & MCCOY LLP**
Date: **12/29/2025**
Check #: **30064**

Return of Substitute Service
IN THE IOWA COURT IN AND FOR MADISON COUNTY

GEORGE MONTROSS TRUST
VS
JORGE GONZALEZ AND KEVIN BRAMMER

Case Number: **25NOTICE020**
Civil Number: **25-000407**
Date Received: **12/04/2025 @ 14:57**
Date Printed: **12/29/2025 @ 10:49**

STATE OF IOWA
MADISON COUNTY

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I hereby certify that I served a copy of:
NOTICE

To: **GONZALEZ,JORGE LUIS at 1905 313TH ST, LORIMOR, IA 50149**
on **12/05/2025 @ 12:50** Type of Service: **PERSONAL**

By substitute service on:

BRAMMER,KEVIN at 1905 313TH ST LORIMOR IA 50149
Relationship/Title: **ROOMMATE**

Legal Age:

Remarks:

Fees:

Service Fees:	20.00
Mileage:	0.00
Copies:	1.50
Total:	21.50

JASON BARNES, SHERIFF
MADISON COUNTY

By: IS/ DEPUTY DONALD KINNEY

Paid By: REYNOLDSON VAN WERDEN & MCCOY LLP
Date: 12/29/2025
Check #: 30064