



Document 2016 2432

Book 2016 Page 2432 Type 03 014 Pages 5

Date 8/24/2016 Time 8:16:32AM

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)

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

Taxpayer Information: (Name and complete address)

Lynn and Karen Winkleman, POB 41, Truro, IA 0257

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

Mark L. Smith, POB 230, Winterset, IA 50273

Grantors:

Mark L. Smith

Grantees:

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, 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.

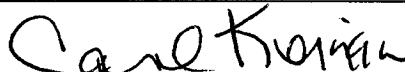
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled 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.

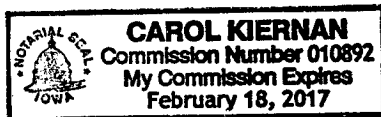


Mark L. Smith, Affiant

Signed and sworn to (or affirmed) before me on Aug. 23 2016, by Mark L. Smith



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.



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Ryan Scalzo

You and each of you are hereby notified:

1. The written contract dated June 4, 2012, and executed by Lynn Winkelmann and Karen Winkelmann as vendors, and Ryan Scalzo as vendees, recorded on June 5, 2012, in the office of the MADISON County Recorder, recorded as document reference number Book 2012, Page 1633, for the sale of the following described real estate:
See Attached Legal

has not been complied with in the following particulars:

(a) 4 payments are delinquent	\$ <u>1,258.80</u>
(b) Nonpayment of insurance	\$ <u>494.00</u>
(c) Nonpayment of taxes, plus accruing interest	\$ <u>3,079.00</u>
(d)	\$ <u></u>
Total	\$ <u>4,831.80</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 \$ 0.00 (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

Karen Winkelmann, Vendor

Lynn Winkelmann, Vendor
(or Successors in Interest)

By Mark L. Smith
Mark L. Smith, Attorney
ICIS PIN No: AT0007354

POB 230, Winterset, IA 50273
Address

Chapter 656. The Iowa Code

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.

Addendum

Legal Description of Property

A tract of land commencing 66 feet West of the Northwest Corner of Block Two (2) of Clanton's Addition to the town of St. Charles, Madison County, Iowa, being 363 feet West of the East line of Section Twenty-three (23), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, running thence West 132 feet, thence South 132 feet, thence East 132 feet, thence North 132 feet to the point of beginning.

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

x Raymond S. Sja

5/25/16

Libertyville, IL

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA, COUNTY OF _____

The undersigned, first being duly sworn, upon oath deposes and states that he 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	Date	City and County	State

Signed and sworn to (or affirmed) before me on _____, by _____

Signature of Notary Public