



Document 2017 1181

Book 2017 Page 1181 Type 03 014 Pages 4

Date 4/17/2017 Time 8:22:17AM

Rec Amt \$22.00 Aud Amt \$5.00

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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)

American State Bank, 809 N. John Wayne Drive, Winterset, IA 50273

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

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

Grantors:

N / A

Grantees:

N / A

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.

*

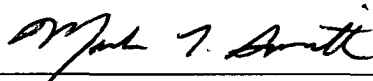
That, as shown by such returns, more than 30 days have passed since the service of such Notice.

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.

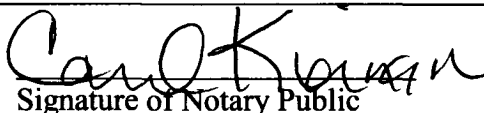
That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similar act or acts amendatory thereof or supplementary thereto.

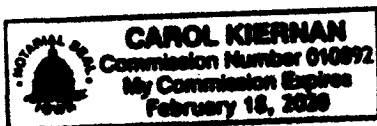
That this affidavit is made as supporting proof, record and notice, that the contract referred to in said Notice of Forfeiture is now null and void, stands forfeited and canceled and is of no force and effect whatsoever.



Mark L. Smith, Affiant

Signed and sworn to (or affirmed) before me on 4/14/17, 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.

RETURN OF SERVICE

The attached Notice of Forfeiture of Real Estate Contract was received on the 8th day of March, 2017, and I certify that I served the same on the person(s) named below by delivering a copy thereof to said person(s) personally at the time and place set opposite his name:

I certify that I served, on March 13, 2017, a Notice of Forfeiture of Real Estate Contract on Vicky Morlan, personally, at 622 West Washington, Winterset, IA 50273.

Service: \$70.00

pd by ASB

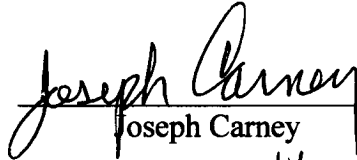
MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA :

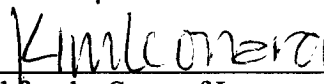
:SS

MADISON COUNTY :

The undersigned, first being duly sworn upon oath, deposes and states that he served the attached notice or document on each of the persons named above by delivering a copy of said notice or document to each of said persons at the time and place set out above opposite their respective names:


Joseph Carney

Subscribed and sworn to before me by Joseph Carney on this 14th day of March, 2017.


Notary Public in and for the State of Iowa



NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO:

Vicki Morlan
622 West Washington
Winterset, IA 50273

You and each of you are hereby notified:

(1) The written contract dated January 28, 2011, and executed by Exchange State Bank, as Vendor, which was assigned to American State Bank, and Vicki Morlan as vendees, which Real Estate Contract was recorded on February 1, 2011, in Book, 2011, Page 357, which Assignment was recorded on July 28, 2011, in Book 2011, Page 1973, and which Extension was recorded on March 12, 2014, in Book 2014, Page 567, all recorded in the office of the MADISON County Recorder, (Attached and incorporated by this reference are copies of the Contract, Assignment and Extension), for the sale of the following described real estate:

Lot Four (4) in Block Sixteen (16) of West Addition to the Town of Winterset,
Madison County, Iowa

has not been complied with in the following particulars:

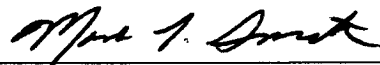
- | | |
|----------------------------------|-------------------|
| (a) Monthly payments past due | 1,793.96 |
| (b) Forced placed insurance | 555.00 |
| (c) Delinquent real estate taxes | Must also be paid |

Total 2,348.96

(2) The contract and other documents 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. Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.

AMERICAN STATE BANK



By: Mark L. Smith, Attorney for
Vendor

POB 230, Winterset, IA 50273

Telephone: 515/46203731

E-Mail: Msmith@jowlaw.com