

BK: 2018 PG: 3637
Recorded: 11/13/2018 at 8:15:06.0 AM
Pages 4
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa



**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)

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

Taxpayer Information: (Name and complete address)

Richard L. and Caroline S. Petersen
504 Highland Avenue
Maryville, Missouri 64468

Return Document To: (Name and complete address)

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

Grantors:

Martin D. Petersen

Grantees:

Richard L. Petersen

Caroline S. Petersen

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.

*

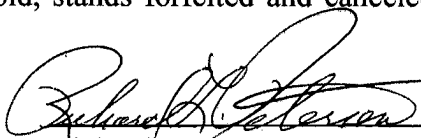
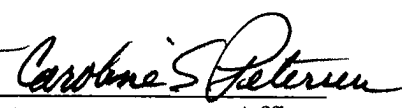
That, as shown by such returns, more than 30 days have passed since the service of such Notice.

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(~~x~~) has/~~have~~ retaken possession of said real estate following the expiration of said 30 day period.

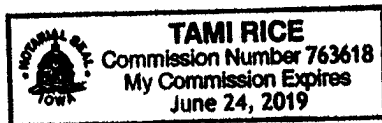
That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's(~~s~~) rights in such contract in accordance with Code Chapter 656.

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.



 Richard L. Petersen Caroline S. Petersen, Affiant

Signed and sworn to (or affirmed) before me on November 7, 2018, by Richard L. Petersen and Caroline S. Petersen.




 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: Martin D. Petersen, 430 N.E. Maple Avenue, Earlham, Iowa 50072

You and each of you are hereby notified:

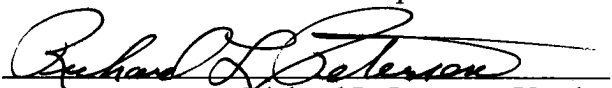
1. The written contract dated September 6, 2013, and executed by Richard L. Petersen and Caroline S. Petersen, husband and wife, as vendors, and Martin D. Petersen as vendees, recorded on September 10, 2013, in the office of the Madison County Recorder, recorded as document reference number Book 2013, Page 2657, for the sale of the following described real estate:

The North 22 feet of Lot 9 and all of Lot 10 in Block 1 of Johnston's Addition to the Original Town of Earlham, Madison County, Iowa,

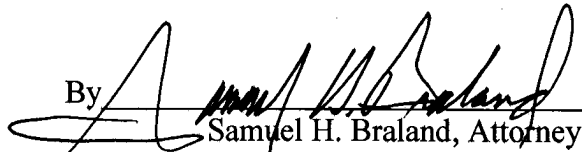
has not been complied with in the following particulars:

(a) August through December, 2016 payments are unpaid.	\$ <u>2,864.48</u>
(b) January through December, 2017 payments are unpaid.	\$ <u>4,296.72</u>
(c) January through October, 2018 payments are unpaid.	\$ <u>2,864.48</u>
(d)	\$ _____
Total	\$ <u>10,025.68</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- (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.


Richard L. Petersen, Vendor


Caroline S. Petersen, Vendor
(or Successors in Interest)

By 
Samuel H. Braland, Attorney
115 E. First Street
P.O. Box 370
Earlham, Iowa 50072

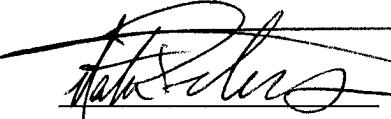
Address

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.

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.

 _____ Martin D. Petersen	Date of Service October 3 , 2018	Place of Service Earlham, Iowa
_____	_____	_____
_____	_____	_____
_____	_____	_____

~~MEMO AND AFFIDAVIT OF SERVICE~~

STATE OF IOWA, COUNTY OF _____

The undersigned, first being duly sworn, upon oath deposes and states that he/she served the Notice of Forfeiture 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

, Affiant

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

Signature of Notary Public