

Mortgage Record, No. 90, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7640

Edith M. Harrell & husband, et al

#4367

Filed for record the 7 day of
July A.D. 1939 at 10:49 o'clock
A.M.

To

Fee \$1.00 ✓

Hawkeye Lumber Co.
Original 6477

PROPERTY IMPROVEMENT CONTRACT

Pearl E. Shetterly, Recorder

*For release of Property Improvement
Contract see Mtg Record 92-Page 607.*

It is hereby agreed by and between Hawkeye Lumber Company hereinafter referred to as contractor, and Edith M. Harrell and John Harrell, wife and husband, and Grace F. Boyce and Marcus J. Boyce, wife and husband, hereinafter referred to as purchasers, as follows:

Contractor agrees to make or install on purchasers' property known as Lots Five (5), Six (6), Seven (7) and Eight (8), Block Twelve (12), Pitzer & Knights Addition to Winterset, Madison County, Iowa, the following described fixtures and improvements, manufactured or sold by Hawkeye Lumber Company together with all necessary connections and trimmings;

Painting house and barn, new proch, repairing siding, new bathroom, water and sewer
Purchasers agree to pay:

A total sum of Five Hundred Seventy-Nine & 84/100 Dollars \$579.84 payable as follows:
....% of the total contract price or \$..... in cash upon the execution of this contract, and the balance of \$579.84 payable to the order of Hawkeye Lumber Company, at the office of the Iowa-Des Moines National Bank & Trust Company in Des Moines, Iowa, in installments as follows: \$9.70 on the 5th day of July 1939, and a like amount on the 5th day of each and every month following until the balance shall be fully paid. All payments shall bear interest at 7% after maturity.

It is understood that the herein described fixtures and improvements shall remain personal property as well after they are placed in the building or on the property as before, and that the title to same shall not pass until final payment is made in cash, with the right to remove the same on default of payment, and thereupon the holder of this contract may resell the property repossessed at public or private sale with or without notice and credit the net sale price on this contract and sue the purchaser for any deficiency remaining. Upon failure to make any payment on the date provided above, then all the unpaid balance herein shall immediately become due and payable, time of payment being the essence of this contract.

It is further agreed that contractor or his assigns shall have in addition to all other remedies available at law or in equity a lien on the premises on which said improvements are to be made or installed for the entire unpaid balance on the contract, together with interest, attorney's fees and costs, and such lien may be foreclosed by an action in equity. If any suit is brought on this contract, purchasers agree to pay reasonable attorney's fees.

If purchasers dispose of real estate, by sale or otherwise, in or upon which improvement is placed, the full amount remaining unpaid on this contract becomes due and payable.

Purchaser^s understand that contractor expects to assign this contract to Iowa-Des Moines National Bank & Trust Company and consents to such assignment. It is agreed that this contract contains all the agreements between the parties hereto, and no alterations are valid, unless reduced to writing and attached to this contract.

Executed in triplicate, one copy retained by purchasers, and dated at Winterset, Iowa, this 17th day of May, 1939.

HAWKEYE LUMBER COMPANY
By H F Steddom Contractor

Edith M. Harrell
John Harrell Purchaser

Grace F. Boyce
Marcus J. Boyce Purchaser

Acknowledgment
STATE OF IOWA MADISON COUNTY)ss.

On this 17 day of May, 1939, before me R.W. Matheny, a Notary Public in and for Madison County, Iowa, personally appeared Edith M. Harrell and John Harrell, and Grace F. Boyce and Marcus J. Boyce to me known to be the identical persons named in and who executed the foregoing contract as purchasers, and acknowledged that they executed the same as their voluntary act

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and deed.

(Notarial Seal)
Do not Write
In This Space

R.W.Matheny
Notary Public in and for Madison County, Iowa.

In consideration of the sum of One (\$1.00) Dollar, and other good and valuable considerations, to us in hand paid, the receipt whereof is hereby acknowledged, we hereby sell, assign, transfer, and set over unto Iowa-Des Moines National Bank & Trust Company all our right, title and interest in and to the within Contract.

Dated this 9 day of June, 1939.

COMPARED

HAWKEYE LUMBER COMPANY
By R.V.Porter Gen Mgr

44770

Filed for record the 8 day of July