

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177812-A

Witness our hands the 6th day of November, 1940.

Reva Dell Wilson & Husband

#6086

in and for Madison County, Iowa

Filed for record the 12 day of November

A.D. 1940 at 10:51 o'clock A.M.

To

Fee \$.80✓

Pearl E. Shetterly, Recorder

Wilma M. Wade, Deputy

FULLERTON LUMBER COMPANY

ORIGINAL

PROPERTY IMPROVEMENT CONTRACT

It is hereby agreed by and between Fullerton Lumber Company hereinafter referred to as contractor, and Reva Dell Wilson and Paul V. Wilson, wife and husband, hereinafter referred to as purchasers, as follows:

Contractor agrees to make or install on purchasers' property known as

SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 28, Township 74 North, Range 28 West of the 5th P.M. Madison County, Iowa,

the following described fixtures and improvements, manufactured or sold by Fullerton Lumber Company together with all necessary connections and trimmings:

Erecting new barn, painting barn and house

Purchasers agree to pay: A total sum of Thirteen Hundred Eighty-five & No/100 Dollars \$1385.00 payable as follows:.....% of the total contract price or ... \$-- in cash upon the execution of this contract, and the balance of..\$1385.00 payable to the order of Fullerton Lumber Company, at the office of the Iowa-Des Moines National Bank & Trust Company in Des Moines, Iowa, in installments as follows: \$138.50 on the 4th day of October 1941, and a like amount on the 4th day of each and every October 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

Mortgage Record 99 Page 472

488

# Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

remedies available at law or in equity, a lien on the premises on which said improvements <sup>to be</sup> are 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.

Purchasers 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 Macksburg, Iowa, this 4th day of October, 1940.

FULLERTON LUMBER COMPANY  
By J. G. Butler, Secy. Contractor

Reva Dell Wilson Purchaser  
Paul V. Wilson Purchaser

STATE OF IOWA Madison COUNTY )ss.

On this 8th day of October, 1940, before me, May Pinckney, a Notary Public in and for Madison County, Iowa, personally appeared Reva Dell Wilson and Paul V. Wilson to me known to be the identical persons named in who executed the foregoing contract as purchasers, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

May Pinckney 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 1st day of November, 1940.

COMPARED

FULLERTON LUMBER COMPANY  
By J. G. Butler, Secy.

4495 Filed for record the 14 day of November

such other place, either within or without the State, as the owner of the Note may from time