MATT PARROTT & SONS CO., WATERLOO, IOWA 58-0443

For Release of Annexed Mortgage See Mortgage Record 110 Page 425

Larry J. Mewhirter & wife
To
Winter-Seal of Iowa

#2006

Fee $2.50

F.L

Filed for record the 23 day of June A. D. 1962 at 11:45 o'clock A. M.
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

For Assignment of Annexed Mortgage See Mortgage Record 108 Page 350

PROPERTY IMPROVEMENT CONTRACT

It is hereby agreed by and between Winter-Seal of Iowa hereinafter referred to as contractor, and Larry J. Mewhirter and Hazel Mewhirter (Husband and Wife) hereinafter referred to as purchasers, as follows:

MATT PARROTT & SONS CO., WATERLOO, IOWA 58-0443

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

501 So. 2nd Ave., Winterset, Iowa or legally known as:
Lot 4 in Block 1 of Bowlsby's Addition to the City of
Winterset, Madison County, Iowa,

the following described fixtures and improvements, manufactured or sold by Winter-Seal of Iowa together with all necessary connections and trimmings: Aluminum Siding and windows

Purchasers agree to pay: A total sum of Two Thousand Four Hundred Ninety Three and 92/100 Dollars $2493.92 payable as follows: - % of the total contract price or $ - - in cash upon the execution of this contract, and the balance of $2493.92 payable to the order of Winter-Seal of Iowa, at the office of the United Federal Savings and Loan Association of Des Moines, Des Moines, Iowa, in installments as follows: $41.57 on the 22 day of July, 1962 and a like amount on the 22 day of each and every month following until the balance shall be fully paid. All payments shall bear interest at 7% per annum 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.

Purchasers understand that contractor expects to assigns this contract to United Federal Savings and Loan Association, of Des Moines, Des Moines, Iowa, 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 Des Moines, Iowa, this 23 day of May, 1962.

Winter-Seal of Iowa
By Joseph A. Gillotti
Joseph A. Gillotti Contractor

Larry Mewhirter
Larry Mewhirter
Mrs. Larry Mewhirter
Mrs. Larry Mewhirter Purchaser

ACKNOWLEDGMENT

STATE OF IOWA POLK COUNTY) SS.

On this 23 day of May, 1962, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared Joseph A. Gillotti to me known to be the identical person named in and who executed the foregoing contract as purchaser, and acknowledged that he executed the same as his voluntary act and deed.

(NOTARIAL SEAL)

Dorothy J. Dwyer Notary Public
in and for Polk County, Iowa.

ACCEPTANCE

We, the undersigned, named as purchasers herein, do hereby accept as satisfactory the property and work which constitute the consideration for this obligation, and state that

MATT PARROTT & SONS CO., WATERLOO, IOWA 58-0443

the covenants thereof are binding obligations, free from any defense, counter claim or set-off. We hereby agree to make the payments stipulated herein to contractor or his assigns.

Dated this 23 day of May, 1962.

Larry Mewhirter
Larry Mewhirter
Mrs. Larry Mewhirter
Mrs. Larry Mewhirter
Purchasers

CONTRACTOR'S DECLARATION

I hereby certify that the work provided for in the within contract has been completed; that the initial payment specified therein has been received by me; that the indebtedness herein referred to is payable without offset, and represents the entire amount remaining unpaid.

Dated this 23 day of May, 1962.

WINTER-SEAL OF IOWA
By Joseph A. Gillotti
Joseph A. Gillotti Contractor

ASSIGNMENT

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 United Federal Savings and Loan Association of Des Moines, all our right, title and interest in and to the within contract.

Dated this 23 day of May, 1962.

WINTER-SEAL OF IOWA
By Joseph A. Gillotti
Joseph A. Gillotti

ACKNOWLEDGMENT

STATE OF IOWA POLK COUNTY) SS.

On this 23 day of May, 1962, before me, Edward Samouris a Notary Public in and for Polk County, Iowa, personally appeared Mr & Mrs Larry Mewhirter to me known to be the identical persons named in and who executed the foregoing assignment, and acknowledgement that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Edward Samouris Notary Public
in and for Polk County, Iowa.