Clarke

RETAIL SALES AGREEMENT AND SECURITY AGREEMENT

Date _____ 19____

The undersigned seller hereby sells and the undersigned buyer, or buyers, jointly and severally, hereby purchase and give to seller and its assigns a security interest in, subject to terms on reverse side hereof, the following property:

FILED NO. 4-8402
BOOK ____ PAGE ____
1969 SEP 30 AM 9:31
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

New or Used	Year	Make	Body Style	Color	Serial No.

other property:

39 1/3 SQ. YDS. OF CARPET AND PAD INSTALLED

490.71

together with all accessories, parts and equipment now and hereafter affixed thereto or used in connection therewith, which is hereafter collectively referred to as property, which buyer agrees will be only housed or garaged at:

NORMAN CLARK (No. Street) 610 W. GREEN (City) WINTERSET, IOWA (State)

unless consent is obtained from seller in writing. Said sale shall be upon the following terms:

Buyer or buyers, jointly and severally agree to pay the time balance shown above at the office of First Federal State Bank of Des Moines, Des Moines, Iowa in 24 equal (except the last which may be unequal) monthly installments of $ 22.90 beginning on the 25TH day of SEPT., 19 69, and on or before the same day of each month thereafter until paid, or _____. Past due installments shall draw interest at seven per cent per annum.

Buyer warrants that the property is to be used primarily for:

- [X] Personal, family or household use
- [ ] Business equipment
- [ ] Farm equipment

This instrument, including the terms on the reverse side hereof constitute the entire agreement and no modifications shall be valid unless in writing and signed by parties hereto, except that any co-signer or guarantors agree that there be extension or extensions of time of payment without notice to them.

The property sold hereunder is sold by the seller without any express warranties or implied warranties of merchantability or fitness for a particular purpose and no implied warranties of merchantability or fitness for a particular purpose and no implied warranties which extend beyond the description of the property on the face hereof. If property is new and seller purchased said property from manufacturer who issued a separate new product warranty in respect to said property and said warranty is in effect at the date hereof, seller assigns such rights as it may have against said manufacturer to buyer hereunder, and buyer agrees to look only to said manufacturer for redress.

Cash sales price	$ 490/71
Less:	
Down payment in cash	$
Trade in	$
Total	$
Difference	$ 490.71
Plus: Insurance (state type of coverage) **Bodily injury and property damage liability insurance not covered unless so stated and separate charge made.**	
	$
	$
	$
Filing fee	$
Principal balance	$
Finance charge	$ 58.88
Time balance owed by buyer	$ 549.59

Buyer or buyers and co-signers acknowledge that they have been advised of the intended sale of this instrument to First Federal State Bank of Des Moines and represents to said Bank that this is valid agreement, and buyer agrees to not assert against said Bank any defense he may have against the seller. Upon assignment to said Bank, the Bank shall have all the rights of the seller hereunder.

NOTICE TO BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Buyer acknowledges delivery of copy of this contract and warrants he is over the age of 21 years.

X Norman Clarke (husband) Buyer

X Mrs. Norman Clarke (wife) Buyer

Norman Clarke

Mrs. Norman Clarke

Co-signer

610 W. Green

Winterset, Iowa

Address

City and State

Home Carpet Co.

By R. G. Shuler V. Pres. Title

R. G. Shuler, V. Pres.

Address

4040 University Avenue

Des Moines, Iowa

Seller

GUARANTEE

The undersigned hereby guarantees prompt payment and full performance of this Agreement.

_____

ADDITIONAL TERMS AND PROVISIONS OF RETAIL SALES AGREEMENT AND SECURITY AGREEMENT

The security interest hereby granted also secures all indebtedness and liabilities whatsoever of buyer to seller, or its assigns, either direct or indirect, absolute or contingent, or due or to become due, or whether now existing or hereafter arising, and for all costs and expenses incurred in the collection of the same, including reasonable attorney fees.

Buyer hereby agrees that he will not use or permit the use of the property for any unlawful purpose, and that he will keep and maintain the same in good repair at his own expense.

Buyer warrants, covenants and agrees: (1) That no financing statement covering said property, or any proceeds thereof, is on file in any public office; (2) That buyer shall not sell, transfer or otherwise dispose of the property or any interest therein and will not permit any other lien or security interest to be attached thereto without the prior written consent of seller; (3) That buyer shall promptly pay, when due, any and all taxes, licenses or charges which may be assessed or levied against the property; (4) That buyer shall keep said property insured against loss or destruction by fire, theft, collision and all other perils as seller requires and in such amounts as seller requests, with said insurance being payable to seller as its interests may appear; and buyer hereby appoints seller as agent and attorney-in-fact for buyer in adjusting and cancelling said insurance and endorsing settlement drafts, and hereby assigns to seller all sums, including return premiums and dividends, as additional security, specifically agreeing that seller may cancel any said insurance upon any default by buyer and apply any refund to the balance then due hereunder; (5) That buyer will defend the property against all claims and demands of all persons at any time claiming the same or any interest therein; (6) That the seller has the option, but is not obligated, without notice to buyer, to pay and discharge taxes, license fees, liens, encumbrances or security interests upon the property, to pay for insurance on the property, and to pay for repairs, maintenance and preservation of the property and any amounts so paid by seller shall become additional obligations secured by this Agreement, and shall bear interest at the highest lawful contract rate from the dates of any such payments until repaid; and (7) That any extension of the time for payment of any installment hereunder, or the acceptance of only a part of such installment, or the failure of seller to enforce the strict performance of any covenant, promise or condition herein contained on the part of buyer to be performed, shall not operate as a waiver of the right of seller thereafter to require that the terms hereof be strictly performed according to the tenor hereof.

If and when, and so long as seller believes itself insecure, and even though buyer is not then in default, seller, at its option, and without liability for trespass, conversion and damages, may repossess and keep possession of the property; but without acceleration of maturity, unless and until buyer is in default.

The rights and remedies herein conferred upon seller shall be cumulative and shall not be alternative, and shall be in addition to, and not in substitution of, or in derogation of the rights and remedies conferred by the Uniform Commercial Code as adopted by the State of Iowa.

That all rights of seller hereunder shall inure to the benefit of its successors and assigns; and all obligations of the buyer shall bind his heirs, personal representatives, successors and assigns. If there be more than one buyer, their obligations hereunder shall be joint and several.

That, at any reasonable time, buyer will allow seller, or its representatives, to examine and inspect the property wherever located.

That upon the occurrence of any of the following events, seller may accelerate any obligation secured by this Agreement and may declare buyer in default under the Agreement without notice, said events being as follows: (1) If buyer fails to perform any obligation contained in this Agreement as to the payment of any obligation hereby secured; (2) If buyer fails or neglects to fully comply with any provision, term or warranty of this Agreement; (3) If any warranty, representation or statement made or furnished to seller by or on behalf of buyer (including any credit application) was false in any material respect when made or furnished; (4) If there occurs the dissolution, termination of existence or business failure of the buyer, or there is commenced any proceeding under any bankruptcy or insolvency laws by or against buyer, or if buyer shall make an assignment for the benefit of creditors; (5) If any loss, theft, damage or destruction of the property, not covered by insurance protecting seller, occurs; or (6) Should seller deem the indebtedness evidenced hereby insecure, or the property becomes unsafe or in jeopardy, or the property be lost or substantially destroyed.

That upon default or breach of any of the terms, covenants, conditions or agreements of this Agreement herein provided to be observed and performed by buyer, or at any time thereafter, seller may, without notice, declare all obligations owed hereunder immediately due and payable and shall have all the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Iowa and any other applicable laws. Buyer will, at seller's request, make the property available to seller at such place as is designated by seller, which shall be reasonably convenient, it being specifically agreed by buyer that any regular place of business of seller, which may be designated by seller, shall be deemed reasonably convenient to buyer and seller. Any requirements of reasonable notice by seller shall be met if such notice is mailed by certified mail, postage prepaid, to the address of buyer shown on the reverse side of this Agreement, or to such other address as buyer may have requested in writing, at least five (5) days before the time of the event set forth in such notice; and such notice shall be deemed to have been given upon the date that the envelope containing the notice, properly addressed, is deposited in the United States mails.

Buyer may prepay the indebtedness secured by this Agreement at any time before maturity, and a refund of the finance charge shall be made available as provided by the laws of the State of Iowa.

Delivery of said property covered hereby is accepted by buyer subject to approval of buyer's credit by seller or its assigns; and in the event that a credit report of buyer is not acceptable to seller, or its assigns, then buyer agrees, upon demand from seller, to immediately redeliver the said property to seller at its offices at Des Moines, Iowa, and seller shall have the right to take immediate possession of said property from buyer, with or without legal process. In the event of any such repossession by reason of nonapproval of buyer's credit only, and upon return of the said property by buyer to seller, seller shall refund to buyer all moneys paid by buyer to seller and return any property traded in as a down payment, or the fair and reasonable value thereof if said trade-in has been resold or is not otherwise available, less any sums required to repair any damage to the said property while in the possession of buyer, together with an amount equal to the fair and reasonable rental value for the use of said property while in the possession of said buyer, and all costs and expenses of repossession. Upon return of the said property and the settlement and adjustments as hereinabove provided, this Agreement shall thereupon be terminated and be of no further force and effect; and, thereafter, neither party shall have any further liability, one to the other, arising out of this Agreement and sale.

ASSIGNMENT (Without Recourse)

For valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby assigns and transfers unto First Federal State Bank of Des Moines the above and foregoing Agreement and all of the undersigned's right, title and interest, in and to the property therein described. The undersigned warrants that the above and foregoing Agreement represents a valid obligation for the amount therein set forth and is a bona fide purchase by parties having legal capacity to enter into the same; that said Agreement and all other documents submitted herewith, including credit application, are genuine in all respects and are what they are purported to be; that at the time of execution of said Agreement, the undersigned had good title to the property sold; that the security interest expressed in said Agreement is a perfected security interest and that the undersigned has no knowledge of any facts which impair the validity of said instrument.

_____
Seller

Date_____ By_____
Title

ASSIGNMENT AND REPURCHASE AGREEMENT

For valuable consideration, receipt of which is hereby acnowledged, the undersigned hereby assigns and transfers unto First Federal State Bank of Des Moines the above and foregoing Agreement and all of the undersigned's right, title and interest, in and to the property therein described. The undersigned warrants that the above and foregoing Agreement represents a valid obligation for the amount therein set forth and is a bona fide purchase by parties having legal capacity to enter into the same; that said Agreement and all other documents submitted herewith, including credit application, are genuine in all respects and are what they are purported to be; that at the time of execution of said Agreement, the undersigned had good title to the property sold; that the security interest expressed in said Agreement is a perfected security interest and that the undersigned has no knowldge of any facts which impair the validity of said instrument.

In the event that any warranty herein proves to be falsely made the undersigned will, upon demand by said Bank, repurchase said Agreement and will pay therefor the amount due under the Agreement.

The undersigned further agrees, upon demand by said Bank, to repurchase from said Bank the above and foregoing Agreement at the then unpaid balance due upon the obligation secured by said Agreement plus reasonable costs of repair and collection expense incurred by Bank in the event the property has been damaged or has been repossessed by Bank.

Home Carpet Co
Seller

Date_____ By_____
Title