FIDLAR & CHAMBERS CO

Mary G. Prohaska
To
George E. Prohaska

#36 REED

Fee $2.50

Filed for record the 8 day of January A.D. 1970 at 11:15 o'clock A. M.

Mary E. Welty, Recorder

AGREEMENT

This agreement made and executed in duplicate on this - - day of September, A.D., 1965 by and between Mary G. Prohaska of Earlham, Iowa and George E. Prohaska and Luella Prohaska, husband and wife, of Earlham, Iowa, hereinafter designated as Landlord and Tenant, respectively.

Whereas the Tenants are occupying Lots Seven (7) and Eight (8) of Block Seven (7) of Taylor's Addition to the Town of Earlham, Madison County, Iowa

Whereas, the Tenants have installed a furnace in said house, a true copy of said installation agreement, No. 1421165, marked Exhibit "A" is hereto attached and by this reference incorporated herein and,

Whereas, the Landlord and Tenant are desirous of defining the rights and duties therein.

IT IS THEREFORE AGREED by and between the parties hereto and they exchange their mutual promises as consideration hereof as follows:

1. That the Tenants will pay the cost of such installation and other house repairs incidental thereto.

2. That if the Landlord sells or otherwises disposes of the property or in the event of death of the Landlord, the Landlord agrees to pay the installation cost and the cost of house repairs in connection therewith. That the cost of the same shall become due upon the occurance of such event aforesaid stated.

3. That the amount shall not carry interest until the same becomes due, it being fully understood by all parties that no amount shall be due until the Landlord sells said property, disposes of the same otherwise, or in the event of death of the Landlord.

This Agreement is binding upon the purchasers and heirs, assigns of all parties.

Mary G. Prohaska
(Mary G. Prohaska) LANDLORD.

George E. Prohaska
(George E. Prohaska)
Luella Prohaska
(Luella Prohaska)
TENANTS

STATE OF IOWA DALLAS COUNTY: SS

On this 3rd day of September, A.D., 1965, before me, the undersigned, a Notary Public in and for the County of Dallas, State of Iowa, personally appeared Mary G. Prohaska, George E. Prohaska and Luella Prohaska, to me known to be the identical persons named in

# Town Lot Deed Record, No. 39

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 52804

and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Marian A. Mark
Marian A. Mark Notary Public
in and for said County and State.

---

2 CUSTOMER'S COPY

**SEARS, ROEBUCK AND CO.**
ESTIMATE AND PROPOSAL

No. 1421165

Div. 52 Date 7-16-65
Central heating
(Type of installation)

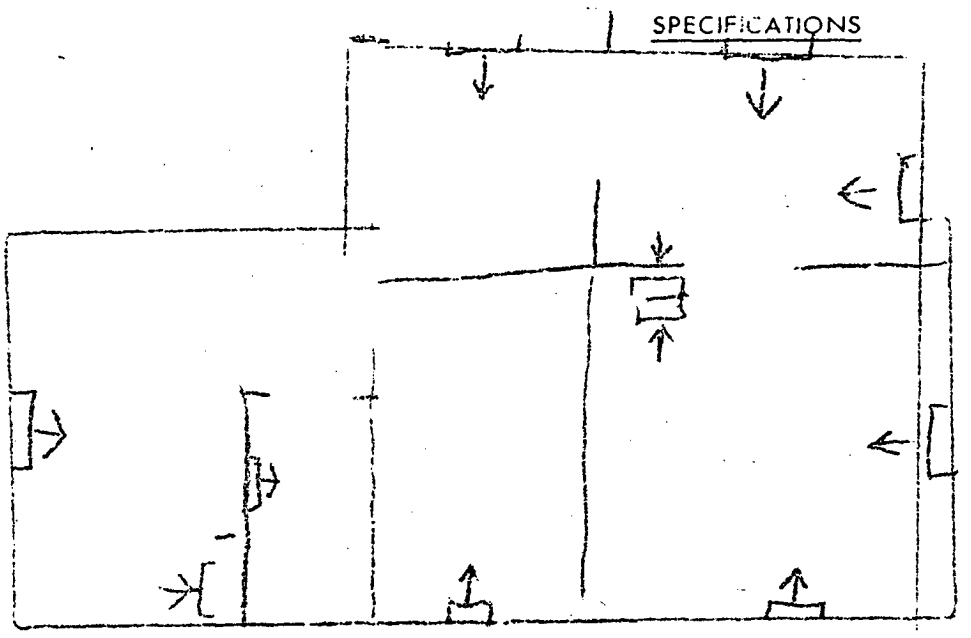
Store 1012
Geo E Rohastka
(Customer's Name)
213 Chestnut St.
(Address)
Earlham Ia
(City) (State) (Phone)

DO NOT WRITE IN THIS SPACE

Same
(Installation Address)

Sears, Roebuck and Co. (hereinafter called "Sears") hereby offers subject to the approval of its credit and estimating departments to furnish, deliver and arrange for installation of the materials listed below and/or on attached sketches and specification sheets for the amount shown below.

SPECIFICATIONS



Sears will furnish + install 1- 105,000 BTU. 600 Series furnace - install 8 w.a. runs on first floor +2 w.a. in Basement - 3 R.A. runs on first floor - line chimney Set furnace on 8" Blocks. Work will be neat
Will lead to your satisfaction
1- year free service + parts (no billing till Oct.)
15 year warranty on heat exchanger

(ENTER ADDITIONAL SPECIFICATIONS ON REVERSE SIDE)

INSTALLATION. It is understood that Sears will not install said materials but that by the acceptance of this proposal you authorize Sears to arrange with a licensed contractor to make the installation; you authorize Sears (1) to issue to said contractor an installation work order with above specification, (2) to inspect the installation upon completion thereof, and (3) to pay the contractor his charge for such installation upon your execution of a completion certificate establishing; that the installation has been satisfactorily completed. You agree to pay to Sears the amount specified below which will cover the price of said materials and the installation charges.

This estimate is based on a completed job and any surplus material remains the property of Sears, Roebuck and Co.; no credit due customer on returns.

Verbal understandings and agreements with representatives shall not be binding unless set forth herein.

There shall be no liability for delays in, or failure to complete, delivery or installation of all or any of the above mentioned merchandise, if due to fire, strikes, war, governmental regulations, or any cause beyond our control.

Any changes made by you in the above specifications necessitating additional materials or labor shall not be included or covered by this proposal, but shall be provided for under separate and additional orders from you.

| CASH PRICE | CREDIT SALE PRICE | DOWN PAYMENT | MONTHLY PAYMENT |
|---|---|---|---|
| 675.78 | | | |

THIS PROPOSAL AND SAID EASY PAYMENT AGREEMENT, IF ANY, SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES, WHICH ENTIRE AGREEMENT AND SAID SPECIFICATIONS SHALL NOT BE ALTERED OR MODIFIED EXCEPT BY WRITTEN AGREEMENT BETWEEN THE PARTIES HERETO.

In the event this Proposal is not approved by Sears Estimating, Installation and Credit Departments, any payment made hereunder, shall be refunded to the customer and this Proposal shall be null and void and of no effect.

APPROVED AND ACCEPTED

X George B Rohastka
Customer

☐ CASH
☐ EASY PAYMENT
☐ M.C.P.
☒ P.O.C.

SEARS, ROEBUCK AND CO.

By _____
Authorized Representative
James H Barkhardt
Salesman