

CONDITIONAL SALE CONTRACT

To Carl Hausen
(Seller)

Date Oct. 25 1943
Town and State _____

MODEL NO. OR NAME	SERIAL NO.	DESCRIPTION OF ARTICLE	MANUFACTURED BY
50	423	Aladdin Heating Oil	Johnston Bron

The undersigned Seller hereby agrees to sell, and the undersigned Purchaser hereby agrees to purchase, subject to the terms and conditions hereof, the above described article(s), complete with attachments and equipment, delivery and acceptance of which, together with an executed copy of this contract, are hereby acknowledged by the Purchaser.

The Cash Purchase Price is _____ \$ 34.30 179.50
 The Cash Down Payment Received by Seller is _____ \$ _____
 Goods Accepted in trade and Value Assigned Thereto: _____

Total Down Payment _____ \$ 34.30
 Deferred Balance _____ \$ 90.00
 Total Insurance and Finance Charges _____ \$ 4.82
 Time Balance Owed by Purchaser _____ \$ 94.82

Which Purchaser agrees to pay to the Seller, or his or its assignee, in consecutive _____ weekly Installments of _____ Dollars
 (\$ 13.82) each, payable on the 25 day of each and every month, beginning with the 23 day of Nov.

19_____, until paid, with interest on each installment after maturity at the highest rate permitted by law, together with all collection expenses incurred by the Seller or his or its assigns. Title to said article(s) shall remain in the Seller or his or its assigns until all amounts due hereunder are paid in cash, and thereupon shall pass to the Purchaser.

If the Seller, or his or its assigns, deems himself or itself insecure for any reason, or if the Purchaser fails to make any of the installment payments as above specified or to perform or observe any of the other terms or provisions hereof, then the Seller, or his or its assigns, may do any one or more of the following:

- (a) Declare the entire unpaid purchase price immediately due and payable and take such proceeding or action at law or in equity as it deems advisable for the collection thereof.
 - (b) Either with or without legal process, and either with or without further notice or demand, the Seller, or his or its assigns, may terminate this contract by retaking possession of the article(s) together with any replacements or additions thereto, but without liability to return to the Purchaser any sums theretofore paid hereon, and for this purpose the Seller may enter upon any premises where the article(s) may be located.
 - (c) With or without taking possession as aforesaid, the Seller may sell the article(s), including any replacements or additions thereto, free from any and all claims of the Purchaser or any one claiming by, through or under the Purchaser, by public or private sale and with or without advertisement, as the Seller may determine. Such sale may be held and conducted at Minneapolis, Minnesota, or at such other place as the Seller may fix; may be held without the necessity of having the article(s) physically present at the place of sale. The proceeds of any such sale shall be applied, first, to the cost of retaking possession and the cost of such sale; second, upon the unpaid balance of the purchase price including interest thereon and all other unpaid obligations of the Purchaser hereunder; and, third, the overplus, if any, shall be refunded to the Purchaser. Purchaser shall remain liable for and agrees to pay, upon demand of the Seller, any deficiency.
- The Purchaser further agrees to take good care of said article(s) and to be responsible for its or their loss by fire, theft or other casualty and not to remove said article(s) from the address of the Purchaser as indicated below unless written consent is first obtained from the Seller or his or its assigns. The interest of the Purchaser in, to and under this contract and in and to the said article(s), shall not be assigned or transferred in any way without the written consent of the Seller first had and obtained. This agreement, together with all of the Seller's right, title and interest herein, may be assigned by the Seller, and upon any such assignment the assignee of the Seller shall succeed to the title reserved to the Seller and to all the rights, privileges and powers herein vested in the Seller, but no such assignment shall relieve the Seller of his or its obligations thereunder, nor shall such assignee become liable for the performance of any obligation imposed upon the Seller by the terms hereof. Purchaser expressly agrees that the balance of the purchase price owing hereunder shall be payable to any such assignee without deduction, counterclaim or offset of any kind whatsoever arising out of any breach on the part of the Seller of any warranties, indemnity agreements or representations made by him or it at the time of or in conjunction with or as a part of the sale of the article(s) to the Purchaser, and that any claims or causes of action which the Purchaser shall have by reason of any such breach of warranty, indemnity agreement, or representation, shall be and remain enforceable only against the Seller.

It is understood and agreed that all rights and remedies hereunder are cumulative and not alternative. Said article(s) shall remain personal property and not become a part of the realty. All rights of exemption and homestead laws are hereby waived by the Purchaser. IT IS UNDERSTOOD AND AGREED THAT NO OTHER AGREEMENT, GUARANTY OR WARRANTY, VERBAL OR WRITTEN, EXPRESSED OR IMPLIED, SHALL LIMIT OR QUALIFY THE TERMS OF THIS CONTRACT.

The undersigned hereby certifies that the statements on the reverse side of this contract are true. Any part of this contract contrary to the laws of any State shall not invalidate other parts of this contract in that State.

Executed and delivered by both Seller and Purchaser in presence of:

 ★ _____ (Purchaser's Signature)
 Address _____
 ★ _____ (Seller's Signature)
 By _____

★Two Witnesses required