

IN THE COURT OF APPEALS OF IOWA

No. 8-082 / 07-0944
Filed February 27, 2008

**JOHN MARGESON, an Individual, and
JENNIFER MARGESON, an Individual,**
Plaintiffs-Appellees,

vs.

**THERESA A. ARTIS, a/k/a TERRI
ARTIS, an Individual, and MASYD
ENTERPRISES, L.L.C., an Iowa Limited
Liability Company,**
Defendants-Appellants.

Appeal from the Iowa District Court for Polk County, Karen A. Romano,
Judge.

Appeal from district court's grant of summary judgment. **AFFIRMED.**

Thomas G. Fisher Jr. of Parrish, Kruidenier, Dunn, Boles, Gribble, Cook,
Parrish, Gentry, & Fisher, L.L.P., Des Moines, for appellant.

Allison E. Wallace of Dreher, Simpson & Jensen, P.C., Des Moines, for
appellee.

Considered by Mahan, P.J., and Eisenhauer and Baker, JJ.

BAKER, J.

On October 1, 2004, John and Jennifer Margeson entered into an agreement to sell the assets and receivables of A Perfect Fit, L.L.C., to Theresa Artis and MASYD Enterprises, L.L.C., for “\$125,000, payable at closing, in lump sum or as otherwise allowed by Sellers in writing, contemporaneously or following execution of this agreement.” An addendum to the agreement, signed by John Margeson and Theresa Artis on October 7, 2004, lists the total sales price as \$155,000, comprised of a \$125,000 secured loan, \$10,000 cash, and \$20,000 to be paid monthly based on sales. MASYD failed to pay the full \$10,000 cash, and has made no monthly payment since March 2005.

The Margesons filed an action, alleging breach of contract and seeking a judgment for the remaining amount due under the contract. The district court granted the Margesons’ motion for summary judgment and entered judgment against Artis and MASYD for \$20,180, plus interest.

On appeal, Artis and MASYD contend the district court erred in granting summary judgment because (1) as a matter of law, the second agreement is void for lack of consideration, and (2) the agreements created disputed material facts.

We review summary judgment motions for errors at law. *Stevens v. Iowa Newspapers, Inc.*, 728 N.W.2d 823, 827 (Iowa 2007). We have reviewed the district court’s detailed and well-reasoned opinion regarding the issues raised on appeal. We conclude the district court correctly decided the issues, and we cannot significantly add to a discussion of those issues.

AFFIRMED.