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WHEN RECORDED RETURN TO:


 16195 S.W. 72ND AVENUE, BLDG. D  
 PORTLAND, OREGON 97224  
 (503) 670-1104

 FOR USE IN THE STATE OF OREGON  
 RETAIL INSTALLMENT SALES CONTRACT AND MORTGAGE  
 THE PACESETTER CORPORATION  
 d/b/a PACESETTER PRODUCTS, INC.  
 (THE SELLER/CREDITOR)

TO BE RECORDED IN REAL ESTATE RECORDS

SALES CONTRACT NO. 2719

Sold To

HOWARD L + MARGIE LUKENS  
 (FULL LEGAL NAME OF ALL BUYERS)

"CONSUMER PAPER"

Date of This Contract

5-5-88

In this Contract the words I, me, and my refer to the Buyer and/or Co-Buyer. The words you and your refer to the Seller and/or a bank or other financial institution if it buys this contract. If it does, I will make my payments to it. Under the Mortgage statutes, I am also known as the "Mortgagor," and you are referred to as the "Mortgagee". I understand that if more than one "Buyer" signs below that each will be responsible for all promises made and for paying the obligation(s) in full; you may collect against one or any. This contract covers my purchase of products manufactured and/or distributed and installed by The Pacesetter Corporation. You have quoted me a Cash Price and a Total Sale Price. The Total Sale Price is the total cost of the products and services if I buy on credit. I now choose to buy, and you agree to sell, pursuant to the terms of this contract, the products and services described below. I also agree to all of the other terms on both sides of this contract. Only products manufactured by The Pacesetter Corporation are covered by the 10 year Limited Warranty. No exterior or interior trim, painting or staining, will be provided unless specified in this Contract.

LEGAL DESCRIPTION: The above described goods and services are to be installed and placed upon the "Address" designated above, and the legal description for such "Address" is: SEE APPENDUM ONE

I hereby direct you to obtain and insert the legal description at a later date, if said legal description is not available at the time this contract is signed by me.

SUMMARY OF SALE: Base cash price \$ 8815.00 + tax 00.00 + additional warranty/service coverage 00.00 = \$ 8815.00  
 Total cash price \$ 8815.00 - Cash [total] down payment \$ 1995.00 = Unpaid balance of \$ 6820.00

ITEMIZATION OF THE AMOUNT FINANCED OF \$ 7000.00 : Amount credited to this contract (Same amount as the "Unpaid Balance.") \$ 6820.00

Amount(s) paid to others on my behalf: \$ 00.00 to insurance company for Credit Life insurance \$ 180.00 to insurance company for Property Damage insurance

\$ 00.00 to insurance company for Accident and Health insurance \$ 00.00 to public officials for filing/recording fees (Specify)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.	The total cost of my purchase on credit, including my down payment of
<u>15.90</u> %	\$ <u>4644.92</u>	\$ <u>7000.00</u>	\$ <u>11644.92</u>	\$ <u>1995.00</u>
				\$ <u>13639.92</u>

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ <u>138.63</u>	Estimated to be <u>30</u> days after the date of the Completion Certificate.
<u>83</u>	\$ <u>138.63</u>	All subsequent installments on the same day of each consecutive month until paid in full.

## INSURANCE

Credit life insurance and credit disability insurance are NOT required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term (in mos.)	Signature
Credit Life	\$ <u>00.00</u>	<u>0</u>	I want credit life insurance. Signature - Buyer <u>N/A</u>
Credit Accident & Health	\$ <u>00.00</u>	<u>0</u>	I want credit accident and health insurance. Signature - Co-Buyer <u>N/A</u> Signature - Buyer <u>N/A</u>

Property insurance is required, and I may obtain such insurance from anyone I want who is acceptable to you or I may provide it through an existing policy. If I obtain this insurance through you, I will pay \$ 00.00 for 0 months of coverage.

Security: I am giving a security interest in:  
 1. the goods, services and property being purchased, and  
 2. my real estate and improvements, including my house, all at my "Address" designated above.

Filing/Recording fees \$ 180.00

Late Charge: If a payment is more than fifteen (15) days late, I will be charged \$5.00 or 5% of the late payments, whichever is greater.

Prepayment: If I pay off early, I will not have to pay a penalty.

I will review other portions of this contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.  
 @ means an estimate.

MORTGAGE: I hereby grant, bargain, sell, convey and mortgage to you, as Mortgagee, my real estate and house located at my "Address" designated on the top portion of this contract, and legally described above as security for all amounts due to you under this Retail Installment Sales Contract and Mortgage, as security for the performance by me of all of my other obligations hereunder. I hereby waive any and all rights that I may have pursuant to Oregon Rev. Stat Section 88.040, commonly referred to as the "One Form of Action Rule". You may take action against me, and with respect to any and all security that I give you under this agreement, in any order or simultaneously as you deem prudent.

REVERSE SIDE: I UNDERSTAND THAT THE ADDITIONAL TERMS AND PROVISIONS PRINTED ON THE REVERSE SIDE OF THIS INSTALLMENT SALES CONTRACT ARE A PART OF THIS INSTALLMENT SALES CONTRACT AND THAT I AM BOUND BY THEM IN THE SAME MANNER AS IF THEY WERE PRINTED ON THE FRONT OF THIS VERY INSTALLMENT SALES CONTRACT. NOTICE: PROVISIONS PRINTED ON REVERSE SIDE COMPRISE ADDITIONAL TERMS LIMITING SELLER'S WARRANTY OBLIGATION.

## NOTICE TO BUYER

1. I do not have to sign this contract before I read it or if any of the spaces intended for the agreed terms to the extent of then available information are left blank.  
 2. I am entitled to a copy of this contract at the time I sign it.  
 3. It shall not be legal for you to enter my premises unlawfully or commit any breach of the peace to repossess goods purchased under this contract.  
 4. Due to the uniqueness of some of the products that you sell, I understand that in special situations your regional office may have to review and accept this contract prior to your becoming bound by it.

## BUYER'S RIGHT TO CANCEL

IF THIS AGREEMENT WAS SOLICITED AT A RESIDENCE OTHER THAN THAT OF THE SELLER AND I DO NOT WANT THE GOODS OR SERVICES, I MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY, CANCELLATION FEE OR OTHER FINANCIAL OBLIGATION BY MAILING A NOTICE TO THE SELLER. THE NOTICE MUST SAY THAT I DO NOT WANT THE GOODS OR SERVICES AND MUST BE MAILED BEFORE 12 MIDNIGHT OF THE THIRD BUSINESS DAY AFTER I SIGN THIS AGREEMENT. THE NOTICE MUST BE MAILED TO: THE PACESETTER CORPORATION AT 16195 S.W. 72ND AVENUE, BLDG. D, PORTLAND, OREGON, 97224. HOWEVER, I MAY NOT CANCEL IF I HAVE REQUESTED THE SELLER TO PROVIDE GOODS OR SERVICES WITHOUT DELAY BECAUSE OF AN EMERGENCY, AND (1) THE SELLER IN GOOD FAITH MAKES A SUBSTANTIAL BEGINNING OF PERFORMANCE OF THE CONTRACT BEFORE I GIVE NOTICE OF CANCELLATION; AND (2) IN THE CASE OF GOODS, THE GOODS CANNOT BE RETURNED TO THE SELLER IN SUBSTANTIALLY AS GOOD CONDITION AS RECEIVED BY THE BUYER.

COPY RECEIVED: I acknowledge receipt of a completely filled in copy of this contract along with two (2) copies of a Notice of Right to Cancel Form.

ACKNOWLEDGMENT: The foregoing owner acknowledged to me that he, she or they signed this contract on this MAY 5, 19 88, at (city) KLAMATH FALLS, State of Oregon.

 THE PACESETTER CORPORATION  
 d/b/a PACESETTER PRODUCTS, INC. (SELLER - MORTGAGEE)
By: Kimberly D. Johnson (AUTHORIZED OFFICER)By: Kimberly D. Johnson (FACTORY REPRESENTATIVE)State of Oregon KLAMATH County of KLAMATHThe foregoing instrument was acknowledged before me on this MAY 5, 19 88, day ofBuyer(s) - Mortgagor(s): Howard L. Lukens + Margie Lukens, by the above designated

NOTICE: THE SELLER INTENDS TO SELL THIS CONTRACT TO FEDERAL DIVERSIFIED SERVICES, 4405 S. 96 STREET, OMAHA, NEBRASKA, 68127 WHICH, IF IT BUYS THE CONTRACT, WILL BECOME THE OWNER OF THE CONTRACT AND MY CREDITOR. AFTER THE SALE OF THIS CONTRACT, ALL QUESTIONS CONCERNING EITHER TERMS OF THE CONTRACT OR PAYMENTS SHALL BE DIRECTED TO THE BUYER OF THE CONTRACT AT THE ADDRESS INDICATED ABOVE.

BUYER - MORTGAGOR Howard L. Lukens + Margie LukensCO-BUYER - MORTGAGOR Howard L. Lukens + Margie Lukens

For value received, X (non-buyer) grants a security interest in the goods, services and property being purchased and a mortgage of the real estate and house designated above, but is not liable for payment of the obligations.

Notary Public James P. DammellAddress 2008 N.W. 17th ALBANY OREMy commission expires: 3-29-92

SM-101-OR-LHG

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ORIGINAL FINANCIAL INSTITUTION.



ADDENDUM TO SALES CONTRACT

Date

5-5-88

Addendum Number

025

10441

Local Office Address:

16195 SW 72nd

City

State

Zip

Original Sales Contract Number

2719

dated

5-5-88

Buyer agrees to purchase the following described goods and services which are to be furnished as a part of the Contract referred to above, OR, Buyer requests that Seller make the following changes in such contract, previously executed by the parties hereto, subject to all the terms and conditions contained therein, except as otherwise stated herein:

Pacsetter agrees to custom build, deliver, and install the

following in the Brown finish:

Two (2) operating storm doors with keylocks

Two (2) white storm windows

Three (3) 5000 series therm-a-break picture windows

Two (2) 5000 series therm-a-break sliders

Low-e glass to be included in all applicable windows. Pacsetter

10 year transferable warranty include, installation will be accom-

plish to Pacsetter installation schedule. Storm door to include glass

Legal Description

Parcel 1: A portion of Lots 1 and 2, Subdivision of Homedale  
Tracts 49 and 50, situated in the E1/2 of Section 11, Township 39  
South, Range 9 East of the Willamette Meridian, more particularly  
described as follows: Beginning at the Northeast corner of said  
Lot 2; thence South 14°38' West along the Easterly boundary of said  
Lot 2 a distance of 334.05 feet; thence North 54°33' West along  
the Southerly boundary of said Lots 1 and 2 a distance of 187.50  
feet to the East boundary of Homedale Road; thence North 0°20' East  
along the East boundary of Homedale Road a distance of 147.70 feet;  
thence South 89°40' East a distance of 131.1 feet; thence North 0°20'  
East parallel with Homedale Road a distance of 112.7 feet to the  
Southwesterly boundary of Harlan Drive; thence South 66°33' East  
along the Southwesterly boundary of Harlan Drive a distance of 114.0  
feet, more or less, to the point of beginning. EXCEPTING the following  
tracts: A portion of Lot 2, Subdivision of Homedale Tracts 49 & 50  
situated in the E1/2 of Section 11, Township 39 South, Range 9 East  
of the Willamette Meridian, more particularly described as follows:  
Beginning at the Northeast corner of said Lot 2; thence North 66°33'  
West along the Southwesterly boundary of Harlan Drive a distance of  
14.0 feet; thence South 14°38' West parallel with the Easterly line  
of said Lot 2 a distance of 150.2 feet; thence South 10°23' East  
a distance of 33.1 feet to the Easterly line of said Lot 2; thence  
North 14°38' East along the Easterly line of said Lot 2 a distance  
of 180.0 feet, more or less, to the point of beginning.

10442

of the Willamette Meridian, more particularly described as follows: Beginning at the Northeast corner of said Lot 2; thence North 66°33' West along the Southwesterly boundary of Harlan Drive a distance of 14.0 feet; thence South 14°38' West parallel with the Easterly line of said Lot 2 a distance of 150.2 feet; thence South 10°23' East a distance of 33.1 feet to the Easterly line of said Lot 2; thence North 14°38' East along the Easterly line of said Lot 2 a distance of 180.0 feet, more or less, to the point of beginning.

10442

Parcel 2: A portion of Lot 1, Subdivison of Homedale Tracts 49 & 50 situated in the E&E of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 1; thence along the Southwesterly boundary of Harlan Drive South 43°30' East a distance of 101.90 feet and South 66°33' East a distance of 65.75 feet; thence South 0°20' West parallel with Homedale Road a distance of 112.7 feet; thence North 89°40' West a distance of 131.1 feet to the East boundary of Homedale Road; thence North 0°20' East along the East boundary of Homedale Road a distance of 212.0 feet, more or less, to the point of beginning.

EXCEPTING from Parcels 1 and 2 property deeded to Klamath County, a political subdivision of the State of Oregon, by Warranty Deed, dated April 27, 1981, recorded June 9, 1981, in Volume M81 page 10320, Deed records of Klamath County, Oregon.

NOTICE  
TO  
THE  
BUYER

1. DO NOT SIGN THIS ADDENDUM BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO AN EXACT COPY OF THE ADDENDUM YOU SIGN, COMPLETELY SIGNED.
3. EACH OF THE UNDERSIGNED BUYER(S) ACKNOWLEDGES THAT SUCH BUYER RECEIVED AT THE TIME OF THE EXECUTION OF THIS ADDENDUM AN EXACT COPY HEREOF COMPLETELY FILLED IN.

THE PACESETTER CORPORATION  
PACESETTER PRODUCTS, INC./P.P.I., INC.  
PSTR-PPI, INC.

By Jane P. O'Donnell 5-5-88  
Date

Signed Howard J. Jelinek  
BUYER  
5-5-88  
Date

Signed Margie Lukens  
CO-BUYER  
5-5-88  
Date

SM/S-101 ADD-H/HF

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of The Pacesetter Corp. the 5th day  
of July A.D., 1988 at 11:16 o'clock A.M. and duly recorded in Vol. M88  
of Deeds on Page 10440

FEE \$18.00

Evelyn Biehn County Clerk  
By Pauline Mueller