

WHEN RECORDED RETURN TO:



98927

18183 S.W. BOONES FERRY ROAD
PORTLAND, OREGON 97224
(503) 628-1104

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. 7331
Vol. 089 Page 6046

"CONSUMER PAPER"

Sold To Dorothy M. CoontsAddress 5331 STURDIVANT AVE City Klamath FallsDate of This Contract 3/31/1989Zip 97603 Telephone No. 503 884-4636

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.

See Addendum #1

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 Addendum #1

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 \$ 3975.12 + tax 00.00 + additional warranty/service coverage 00.00 = 3975.12

Total cash price \$ 3975.12 - Cash [total] down payment \$ 1000.12 = Unpaid balance of \$ 2975.00

ITEMIZATION OF THE AMOUNT FINANCED OF \$ 2996.00

\$ 2975.00 Amount credited to this contract (Same amount as the "Unpaid Balance.")

\$ 00.00 Amount paid on net balance from prior contract with you.

Amount(s) paid to others on my behalf:

\$ 00.00 to insurance company for Credit Life insurance

\$ 00.00 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

to (Specify)

ANNUAL
PERCENTAGE
RATE

The cost of my credit as a yearly rate.

17.87 %

FINANCE
CHARGE

The dollar amount the credit will cost me.

\$ 894.16

Amount
Financed

The amount of credit provided to me or on my behalf.

\$ 2996.00

Total of
Payments

The amount I will have paid after I have made all payments as scheduled.

\$ 3890.16

Total Sale Price

The total cost of my purchase on credit, including my down payment of

\$ 1000.12

\$ 4890.28

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$108.06	Payments are due 30 days after completion of certificate
35	\$108.06	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	Signature
Credit Life	\$ 00.00	0	I want credit life insurance. <u>NA</u> Signature - Buyer
Credit Accident & Health	\$ 00.00	0	I want credit accident and health insurance. <u>NA</u> Signature - Co-Buyer
			<u>NA</u> Signature - Buyer

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.

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.

I promise to pay you all that I owe you under this contract, including all applicable interest, from the date of execution hereof until paid, whether before or after judgment or default, at the above disclosed annual percentage rate, according to the payment schedule disclosed above.

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 18183 S.W. BOONES FERRY ROAD, 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.

ACKNOWLEDGMENT: The foregoing owner acknowledged to me that he, she or they signed this contract on this March 27 day of March, 19 89, at (city) Klamath Falls, State of Oregon Thirtieth Street.

THE PACESETTER CORPORATION
d/b/a PACESETTER PRODUCTS, INC. (SELLER - MORTGAGEE)

By: Healy D. Schuler
(AUTHORIZED OFFICER)

By: Ronda M. Wright
(FACTORY REPRESENTATIVE)

State of Oregon Klamath

The foregoing instrument was acknowledged before me on the 31st day of March, 19 89, by the above designated Buyer(s) - Mortgagee(s).

Buyer(s) - Mortgagee(s).

SM-101-OR-A/H1

CONFIDENTIAL ONLY

ORIGINAL FINANCIAL INSTITUTION

CO-BUYER - MORTGAGOR

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, Donald J. Hansen

Address 10323 NE 97th Ave Wash

My commission expires: 5/5/92

Addendum Number #1

Date March 31 1989

ADDENDUM TO SALES CONTRACT

Local Office Address:

18183 SW Boones Ferry Rd
City Portland State Ore Zip 97024

Buyer Dorothy M. Coonts
Address 5331 Sturdivant Ave
City Klamath Falls State Ore Zip 97603

Original Sales Contract Number 7331 : dated 3/31/89

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:

Pacesetter Corp agrees to custom build, deliver and install the following products. (1) Sliding 5000 series window replacements. (2) Operating Storm door with key lock. All products to come with 100% nylon pile weatherstripping. Frame work to be 6063 T5 T6 Aluminum Alloy Electrocoated in the color white. All products to be same quality as sample shown. To include Pacesetter 10 year limited transferable warranty. All prices are final. Installation subject to Pacesetter schedule. (1) - 31x5 Sliding 5000 Replacement window.

Legal Description: Lot 34 of Lamron Homes, according to the official plat thereof on file in the office of the County Clerk 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 Donald J. Pender 3/31/89
Date

Signed Dorothy M. Coonts
BUYER
3-31-89
Date

Signed _____
CO-BUYER

SM/S-101 ADD-H/HF

CONFIDENTIAL ONLY

ORIGINAL FINANCIAL INSTITUTION

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of The Pacesetter Corp. the 10th day of April A.D. 19 89 at 11:54 o'clock A.M., and duly recorded in Vol. M89 of Mortgages on Page 6046.

FEE \$18.00

Evelyn Biehn, County Clerk
By Dorothy M. Coonts