	WHEN RECORDED						
	. PAC	9892' ESETTO	R		FOR USE IN THE STAT ALL INSTALLMENT SALES CO THE PACESETTER (1//2 PACESETTER)	UNIRACT AND MORTGAGE	TO BE RECORDED IN REAL ESTATE REC
	J COIRPO	URAIION	181 Por (503	83 S.W. BOONES FERRY ROAL Tland, oregon 97224) 620-1104	d/b/a PACESETTER P (THE SELLER/CR "CONSUMER	RODUCTS, INC.	CONTRACT NO. 7331 Vol. 789 Page 6
6	Sold To	PROThy	<u>M.</u>	COONTS		PAPER"	
	In this Contract.	act the words I. If it does, I w	me, and r	T AVE City 54 ny refer to the Buyer	and/or Co-Buyer. The works	Date Of The Date Of The Zip 976	tis Contract $3/3//1989$ 0.3 Telephone No. $884-462and/or a bank or other financial institutionr^{"} and you are referred to as the "Mortgan"$
	a Total Sale Price.	f more than on ntract covers n The Total Sale	e "Buyer" y purchase Price is the	signs below that each of products manufaction of the second secon	der the Mortgage statutes. I an h will be responsible for all pro- ctured and/or distributed and it	and your refer to the Seller also known as the "Mortgago mises made and for paying th	0.3 Telephone No. $884-466and/or a bank or other financial institutionr," and you are referred to as the "Mortganc obligation(s) in full; you may collect be$
	Corporation are c	overed by the	s described 10 year L	i below: I also agree imited Warranty. N	to all of the other terms on be o exterior or interior trim, i	redit. I now choose to buy, and oth sides of this contract. Only Dainting or steining	Telephone No. 884-462 and/or a bank or other financial institution r," and you are referred to as the "Mortga oration. You have quoted me a Cash Price you agree to sell, pursuant to the terms of y products manufactured by The Paceso provided unless specified in this Contra
4.0	LEGAL DESCRIP	TION: The at	ove descri	ibed goods and serv	tion on the	a staning, will be	provided unless specified in this Contra-
	I hereby direct you	to obtain an	JEE d insert th	Had ENC	um <u><u><u></u></u></u>	placed upon the "Address" c	lesignated above, and the legal descrip
	SUMMARY OF Total cash price	SALE: Ва e S 377.	se cash pi 5/2	rice s <u>3975./</u>	at a later date, if said legal $2 + tax \underline{OC.CO} + ac$ n payment S/COC, / 2	description is not available Iditional warranty/service con	at the time this contract is signed by
	s 2975.0	OF THE A	MOUN	T FINANCED	OF \$ 2796.00	- 11	$\frac{2975.00}{2975.00}$ = $33775.1.6$
	Amount(s) paid .	a sultant par	iu on net n	alance from prior co	mtract with you		지수는 것 같은 것이 가지 않는 것이 가지 않았다.
	s_00.00	to insurance to insurance	company company	for Credit Life insu for Accident and He	rance S calth insurance S	$O_{-O_{-}}$ to insurance comp to public officials O_{-} to (Specify)	any for Property Damage insurance for filing/recording fees
25	ANNUAL PERCENTA RATE	the second of	FINAN CHAR	ICE	Amount Financed	Total of	
	The cost of my of a yearly rate.	credit as	The dolla credit wil	r amount the l cost me.	The amount of credit provided to me or on	Payments The amount 1 will have paid after 1	Total Sale Price The total cost of my purchase on credit, including my
	17.	87 %	\$ 89	4.16	my behalf. \$ 2996.00	as scheduled.	down payment of s_/CCO, 12-
APR	My payment sched	lule will be:		n an an tha an an an An tha an		\$ 3890.16	\$ 1/890.28
89 A	Ist Payment	Amount of \$ 108.0		When Payments are Due	ADS AME	Security: I am giving I. the goods, service 2. my real estate and	s and property being purchased and
	35	\$108.0		All subsequent insta consecutive month u	Oletetor Centi Sice	Filing/Recording fees	\$ 21.00
	INSURANCE Credit life insuran and will not be pro-	ice and credi			pula mituli.	Into Chan in a	ment is more than fifteen (15) days \$5.00 or 5% of the <u>late</u> payments.
	and will not be pro	Premium	lerm S	agree to pay the a signature want credit life	dditional cost.	Prepayment: If 1 pay	off early, I will not have to pay a
		\$ 00.00		isurance.	NA Signature - Buyer		
	Credit Accident & Health	\$00.00	7 I ar	want credit accident id health insurance.	Signature - Co-Buyer	additional information a quired repayment in fu prepayment refunds and	w other portions of this contract for bout non-payment, default, any re- Il before the scheduled date, and penalties
e	Property insura existing policy. If I o	ance is requir	ed, and I	may obtain such i	Signature - Buyer	e means an estimate.	
MOI porti- the_r							
comr in an I pro	nonly referred to as t y order or simultaned mise to pay you all	bt all of my o he "One Form ously as you d	ther obligation of Action eem prude	tions hereunder. I h Rule". You may take nt.	If amounts due to you under thereby waive any and all right action against me, and with	his Retail Installment Sales C this that I may have pursuant respect to any and all successful and	any "Address" designated on the top ontract and Morgage, as security for to Oregon Rev. Stat Section 88.040, that I give you under this agreement.
REVE	RSE SIDE: I UNDERS	STAND THAT T	sed annual HF Annuti	percentage rate, ac	cording to the payment sched	n the date of execution hered	of until paid, whether bafors and
Insia	LLMENT SALES CON	TRACT. NOTIC	E: PROVIS	SIONS PRINTED ON	D BY THEM IN THE SAME MA REVERSE SIDE COMPRISE	INNER AS IF THEY WERE PR	STALLMENT SALES CONTRACT ARE A
2. I an reposs office	o not have to sign th m entitled to a copy less goods purchased may have to review	is contract be of this contrac under this co	fore I read t at the th ntract. 4.	N it or if any of the s ne I sign it. 3, It sh Due to the union	DTICE TO BUYER spaces intended for the agreed all not be legal for you to end	I terms to the extent of then	INTED OH THE FRONT OF THIS VERY SELLER'S WARRANTY OBLIGATION. available information are left blank. r commit any breach of the peace to at in special situations your regional
IF THIS (Other f	AGREEMENT WAS SOLICITED	D AT A RESIDENCE	OTHER THAN	Drior to your becom BUYEF	ing bound by it. S RIGHT TO CANCE	hat you sell, I understand the	available information are left blank. r commit any breach of the peace to at in special situations your regional
AFTER IS THE SELL NOTICE O	SIGN THIS AGREEMENT. THE ER TO PROVIDE GOODS OR DF CANCELLATION AND (2)	NOTICE MUST BE Services withou	TO THE SELLE MAILED TO: T T DELAY BEC/	R. THE NOTICE MUST SAY He pacesetter corporations NUSE of an Emergency	THAT I DO NOT WANT THE GOODS OR SERVI THAT I DO NOT WANT THE GOODS OR TION AT 18183 S.W. BOONES FERRY RO	CES, I MAY CANCEL THIS AGREEMENT (SERVICES AND MUST BE MAILED BEFO AD. PORTLAND, DEFORM 2000	Commit any breach of the peace to at in special situations your regional WITHOUT ANY PENALTY, CANCELLATION FEE OR RE 12 MIDNIGHT OF THE THIRD BUSINESS DAY YER; I MAY NOT CANCEL IF I HAVE REQUESTED RFORMANCE OF THE CONTRACT BEFORE 1 EVEN
COPY ACKN	RECEIVED: 1 ackn OWLEDGMENT:	The foregoing	pt of a cor	OODS CANNOT BE RETURN	TION AT 18183 S.W. BOOMES FERRY RO NOD (1) THE SELLER IN GOOD FAITH MA ED TO THE SELLER IN SUBSTANTIALLY py of this contract along with at he, she or they signed this	KES A SUBSTANTIAL BEGINNING OF PEI AS GOOD CONDITION AS RECEIVED B	WITHOUT ANY PENALTY, CANCELLATION FEE OR RE 12 MIDNIGHT OF THE THIRD BUSINESS DAY VER: I MAY NOT CANCEL IF I HAVE REQUESTED RFORMANCE OF THE CONTRACT BEFORE I GIVE Y THE BUYER.
THE P	ACESETTER CODE	. 19 87	. at (cit	y) Khamath	at he, she or they signed this	contract on this Mirty	of Right to Cancel Form.
Ву:	Neilie Neilie	DUCTS, INC	SFLLER	MORTGAGEE	4405 S. 96 STREE THE OWNER OF T OUESTIONS COMP	LER INTENDS TO SELL THIS CONTRI T. OMAHA, NEBRASKA, 6B127 WHICH, HE CONTRACT AND MY CREDITOR, J	ACT TO FEDERAL DIVERSIFIED SERVICES, IF IT BUYS THE CONTRACT, WILL BECOME
By:	- Charles	IAUTHORIZET	1 11 1	ent-	TO THE BUYER OF	THE CONTRACT AT THE ADDRESS	RACT OR PAYMENTS SHALL BE DIRECTED
County o	Oregon // fAMA regging instrument wa	the		C	BUYER - MORTG	IGACOR	couls
Buyer(s)	- Mortgagor(s).	s acknowledge	u before me	on this 3/5 o			ood, services and property being nd bouse designated above, but is
SM-101-(na na lagon	rianna.	010	Notary Public	ment of the obligations	nd house designated above, but is
				1	Address <u>103</u> My commission e	-side find	have Wash
	IFIDENTIAL ONL	Y		ÖRIGINAL	My commission e FINANCIAL INSTITUTIC	xpires: 2/5/92 N	

288622

6047

A MAR EMAILORING SATTRESCAR SAT MOIRANDAROS RATTRESCAR SAT SIN STUDIES RETRESCAR SACH

rebèle randéros

REAR TRANSPORT

13949TRON

1218

TBAR BUD

PREPAYMENT AND ACCRUAL OF THE FINANCE CHARGE: Even though I do not have to pay more than the regular scheduled monthly payment, I have the right to prepay the whole amount owing to you in full at any time or in part from time to time. I understand that the finance charge (interest) is computed daily. The amounts shown on the reverse side for the Finance Charge, Total of Payments, and the Total Sale Price are estimates based on the assumption that you will receive each of the may total finance charge will be reflected in my final bill. I may voluntarily prepay the amount I owe you, in full or in part, at any time. If I make a partial prepayment, I understand that the finance charge will be higher. Any necessary adjustment to must continue to make my regular payments until I have paid all amounts owed.

must continue to make my regular payments until I have paid all amounts owed. IMPORTANT NOTICE ABOUT WARRANTIES: (a) SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN LIMITED WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS which the manufactured products will be repaired or replaced. I take notice of the limitations on the warranty, and I particularly recognize that any implied warranty which applies to the goods lasts only as long as the warranty or service contract. (c) I have read, in detail, the separate "LIMITED WARRANTY" which the installation of the limitations on the warranty, and I particularly recognize that any implied warranty which applies to the installation lasts only as long as the warranty or take notice of the limitations on the warranty, and I particularly recognize that any implied warranty which applies to the installation lasts only as long as the warranty or service contract.

LIMITED WARRANTY: My sole and exclusive remedy against you or your assignee shall be limited to my rights and remedies under the express 19 year LIMITED WARRANTY you extend to me at the time I sign this Contract. My exclusive rights and remedies under the warranty shall be in lieu of all-other rights or remedies,

ALL MANUFACTURED WINDOW PRODUCTS ARE NOT GUARANTEED AGAINST CONDENSATION, MOISTURE FORMATION OR FROST. PRODUCTS ARE NOT GUARANTEED AGAINST CORROSION DUE TO ADVERSE CLIMATIC CONDITIONS.

CURRUSIUN DUE IN ADVERSE CLIMATIC CUNDITIONS. BUYER, READ THE SEPARATE "10 YEAR LIMITED WARRANTY" WHICH IS A SEPARATE WRITTEN INSTRUMENT PERTAINING SOLELY TO MANUFACTURED PRODUCTS OF THE PACESETTER CORPORATION AND WHICH "LIMITED WARRANTY" HAS BEEN DELIVERED TO EACH RESPECTIVE BUYER IN CONNECTION WITH THIS SALE. PACESETTER'S 10 YEAR LIMITED WARRANTY AND THE FOREGOING PROVISIONS REGARDING CONDENSATION DO NOT APPLY TO SIDING.

Further, The Pacesetter Corporation makes NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO Further, Ine Pacesetter Corporation makes NU REPRESENTATION OR WARKANIY OF ANY KIND OR NATURE WHATSUEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ENERGY SAVINGS I COULD OR MAY ACHIEVE BY USE OF THE PRODUCT(S). I understand that any energy savings I may achieve is dependent upon a number of factors, including, but not limited to, the type, quantity and quality of insulation in my home, the particular size and style of my home, the type of quality of construction of my home, my particular life style, the number of openings in my home, proper monitoring of thermostat settings, climatic conditions and location of my home and even the type of energy consumed for heating and air conditioning numbers. (Som C

13 Saluas

SPECIAL-ORDER GOODS: I know that you have measured my house and its openings so that you can make the products to fit my particular house and that the goods probably will not fit any other houses, so I know that I cannot cancel this contract at any time after the period of time given to me by law in which to cancel. After that legal period of time, I know that I have the obligation to pay you in full the amount owed.

Itegat period of time, I know that I have the obligation to pay you in fail the another overa. **COMMENCEMENT OF THE FINANCE CHARGE:** The finance charge (interest) is estimated to start within 30 days of the date of this contract, except in the event pour complete the installation of the goods and services on another date, then the finance charge (interest) will begin to run on the date that I sign the Completion Certificate. The amount of finance charge (interest) may be more or less than the amount disclosed depending on the amounts I pay you and my timeliness in making payments. OBLIGATIONS PERTAINING TO PROPERTY DAMAGE INSURANCE AND MY REAL ESTATE: If Property Damage Insurance is required 1 understand that the policy must have a beneficiary clause which says that you are to be paid if there is a loss. I authorize the insurance company to pay you directly for any loss and you can not take the policy must have a beneficiary clause which says that you are to be paid if there is a loss. I authorize the insurance company to pay you directly for any loss and you can not cancel my policy without first telling you. I have the option of providing Property Damage Insurance through an existing policy must agree that it will not have to). If you do obtain such insurance for me I agree to pay you back on demand plus interest at the rate disclosed on the front side of this contract titled "Annual DEPTATES For the states".

DEFAULT: I will be in default under this contract if: 1. I don't make a payment when due; or 2. I break any promise I made to you in this contract; or 3. Something else or 5. Something happens to my house which threatens your rights, if any, in it.

IF I AM IN DEFAULT: I underst ind that you have the right to foreclose the mortgage I have given to you and have my house sold to repay any amounts I owe you if I am in default under this contract. Before my house is sold, you will do everything that the law requires. If you hire an attorney to assist you to sell my house, or, to sue expended to protect your rights, I agree to pay you for your reasonable attorneys' fees and for other related expenses such as court costs, title searches and money you

COLLECTION COSTS: If I am in default of this contract and you demand full payment, I understand that you may send it to an attorney for collection and enforcement. If you do so, I agree to pay your reasonable attorneys' fees plus any court costs and expenses incurred by you, that is, if you are allowed to collect such amounts by law.

OTHER RIGHTS: You can choose not to enforce any of the rights under this contract as often as you want without losing them. Or, you can delay enforcing any of the rights without losing them. You can also use any rights now or in the future given to you by law.

DELAYS: I know that you will use your best efforts to install the products I am purchasing on my house, but I also understand that in some situations you may encounter delays that are caused by strikes, weather conditions, delays you have in obtaining materials, or for other reasons that are beyond your control. I understand that you will not be liable for such delays.

REQUEST FOR FULL PAYMEN'E: If I am in default under this contract, you can declare all that I owe under this contract payable at once. I agree to pay you interest on that amount at the disclosed an ual percentage rate until the amount I owe you is paid. I also know that you can foreclose the mortgage I have given to you. SALVAGE VALUE: I know that the windows, woodwork, siding, brick and other materials that have to be removed by you for this installation have NO salvage value. When you remove them, you can have them for whatever purpose you want.

INVALID PROVISIONS: If any provision of this contract violates the law or is otherwise unenforceable, the rest of the contract will still be valid. If any part of this contract requires payment of more interest than the law permits, then you will only have the right to collect from me the amount of interest which the law allows you to collect. COMPLETENESS OF THIS CONTRACT: This contract constitutes the complete agreement between you and me and can only be changed if both you and I

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE

INSURANCE CANCELLATION: If I have requested insurance in this purchase, I may cancel such request for insurance for any reason within fifteen (15) days from the date of this contract by notifying you or the holder of this contract in writing. I know that the cancellation of my coverage will be arranged with the insurance carrier(s) and a full refund of my premium(s) together with applicable finance charge will be credited to this contract.

PLEASE NOTE: If I have requested insurance in this purchase, I will receive within thirty (30) days a certificate of insurance more fully describing the insurance coverage. I know that if there is any conflict in the coverage or the language of the certificate of insurance and the following Notice of Proposed Insurance that I am covered only to the extent stated in the following Notice of Proposed Insurance. I also know that I have insurance coverage only if I have been charged for it.

the extent stated in the following Notice of Proposed Insurance. I also know that I have insurance coverage only if I have been charged for it. **NOTICE OF PROPOSED INSURANCE** Teverse side only if I have chosen it by signing the request for such insurance, or both, will be applicable to this Retail Installment Sales Contract and Mortgage on the insurance showh. Subject to acceptance by the insurance company, the insurance of the insurance will be provide coverage for my last few payments, and that during the request for such insurance will be provide coverage for my last few payments, and that during required to repay the Total of Payments; I understand that this particular insurance will be paid to you or to a financial institution if it purchases the required to repay the Total of Payments; thereafter, the insurance decreases by the amount of each monthly payment on a scheduled 30 day basis. If I am jointly obligated on the request for each dong with respect to the first one of us to die. Subject to each month is payment for each day that I an totally disabled due to an injury or sickness while I way payment to you; and what a Co-Buyer, and we have both signed the request for Credit Life Insurance, each day basis. If I am jointly obligate only however, I understand that this payment for each day that I an totally disabled due to an injury or sickness while I way apprent to you; and what to be pay to total disability. I also know that I cannot obtain any insurance will be request for credit functions. (eith Accident and Health endities and in the insurance provide do any basis. If I am jointly obligate only however, I understand that this payment for each day that I an totally disabled due to an injury or sickness while I way apprent to you; and that could be accepted by the anount of coverage which will not a disability. The solution of the insurance the injurance and Mortgage is prepaid in full enotod by any while to be paid to you. The first and benefits will be payable to to be ach work the anount of cove

6048 PACESET LEU Addendum Number 7 Date MARC ADDENDUM TO SALES CONTRACT Local Office Address: Buyer SW BROKES ERRYRD 18183 Zip 978224 State -7in 97602 Original Sales Contract Number 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: PERGITING pontie to 4100 lôk SAMO Thehu KCEMENS SCRU 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 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 TO THE OF THE EXECUTION OF THIS ADDENDUM AN EXACT COPY HEREOF COMPLETELY FILLED IN. BUYER THE PACESETTER CORPORATION PACESETTER PRODUCTS, INC./P.P.I., INC. PSTR-PPI, JNC. Signed CO-BUYER SM/S-101 ADD-11/11F CONFIDENTIAL ONLY Date ORIGINAL FINANCIAL INSTITUTION STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of . The Pacesetter Corp. 10th 1 M89 the dav of ____ _April _____ at _____ 11:54 _____ o'clock _____ ____ A.D., 19 <u>____89</u> A.M., and duly recorded in Vol. of . Mortgages _ on Page ___6046 Evelyn Biehn · County Clerk FEE \$18.00 By Qaulia Muselinders