

**THE PACESETTER CORPORATION**  
15935

18183 S.W. BOONES FERRY ROAD  
PORTLAND, OREGON 97224  
(503) 629-1184

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)  
"CONSUMER PAPER"

SALES CONTRACT NO. **7169**  
□ **250-22308**  
Vol. **m90** Page **11174**

Sold To **BERNARD PHILIP ELIZABETH R. Molschewski** Date Of This Contract **MAY 8 1990**  
FULL LEGAL NAME OF ALL BUYERS

"Address" **304 S. Roger** City **Hamath Falls** State **OREGON** Zip **97601** Telephone No. **503 882-5351**  
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 **\$7648.00** + tax **00.00** + additional warranty/service coverage **00.00** = **\$7648.00**

Total cash price **\$7648.00** - Cash (total) down payment **\$648.00** = Unpaid balance of **\$7000.00**

ITEMIZATION OF THE AMOUNT FINANCED OF **\$7000.00**:

**\$7000.00** 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 Property Damage insurance  
**\$00.00** to insurance company for Credit Life insurance **\$00.00** to public officials for filing/recording fees  
**\$00.00** to insurance company for Accident and Health insurance **\$00.00** to (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
<b>17.41 %</b>	<b>\$3531.20</b>	<b>\$7000.00</b>	<b>\$10,531.20</b>	<b>\$648.00</b>
				<b>\$11,179.20</b>

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	<b>\$175.52</b>	<b>July 8th 1990</b>
<b>59</b>	<b>\$175.52</b>	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	<b>\$00.00</b>	<b>0</b>	I want credit life insurance. <b>N.A.</b> Signature - Buyer
Credit Accident & Health	<b>\$00.00</b>	<b>0</b>	I want credit accident and health insurance. <b>N.A.</b> 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.

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

ACKNOWLEDGMENT: The foregoing owner acknowledged to me that he, she or they signed this contract on this **Eight** day of **May**, 19 **90**, at (city) **Hamath Falls**, State of Oregon.

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

By: **Thelma D. Desjardins** (AUTHORIZED OFFICER)  
By: **Bryan J. McCoy** (FACTORY REPRESENTATIVE)  
State of Oregon  
County of **Hamath**

The foregoing instrument was acknowledged before me on this **8th** day of **May**, 19 **90**, by the above designated Buyer(s) - Mortgagee(s).

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.

**X Bernard Philip Eliza R. Molschewski**  
BUYER - MORTGAGOR  
**X Elizabeth R. Molschewski**  
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 **James E. Pender**  
Address **1400 NE 9th St 98654**  
My commission expires: **5/5/92**

# 11175

Addendum Number 7-1

11176

Date May 8 1990

## ADDENDUM TO SALES CONTRACT

Local Office Address:

1818 1/2 SW Boones Ferry Rd  
City Boothano State OR Zip 97224

Buyer

Bernard Betty Motschenbacher

Address

304 S Rogers  
City Klamath Falls State OR Zip 97601Original Sales Contract Number 7169dated May 8 1990

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:

(4) Picture window Replacement 6000 SERIES with SUNGLASS AND LOW-E glass in the color white on the Virgin Unyl.

(1) Double Hung Replacement window 6000 SERIES with SUNGLASS AND LOW-E. Also to come with Full Screens. The Virgin Unyl in the color white.

(6) Fasttrack Storm windows in the color white on 6063 TS TC Aluminum Alloy. Screens to be Fiberglass with TEFLON like coating.

(2) One-lite picture window Storms in the color white on 6063 TS TC Aluminum Alloy.

(1) Prime door model #210 Primed AND Ready to Paint. This door to swing to outside with key lock.

(1) Prime door model 1081R Primed AND Ready to Paint. Door to swing from middle of Prime Doors to Right looking from inside of home to outside.

Included is Pacesetter 10 year limited Transferable Warranty. Installation subject to Pacesetter work schedule. All products to be same quality as sample shown. All prices are final AND complete. This Contract 30/60 days same as cash.

## LEGAL DESCRIPTION

Beginning at a point in the West line of Rogers Street 300 feet southerly from the southeast corner of Lot 4, block 8 of Lakeside Addition to the City of Klamath Falls, Oregon, and running thence southerly along westerly line of Rogers Street 60 feet; thence Westerly at right angles to first course 100 feet; thence northerly parallel with first course 60 feet; thence easterly 100 feet to point of beginning, situate in Lot 2, of Section 32, Township 38 South, Range 9 East Willamette Meridian, and being that parcel of land formerly designated as lot 10, Block 8 of Lakeside Addition to the City of Klamath Falls, 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

[Signature]  
Date 5/8/90

Signed

BUYER

[Signature]  
Date 5/8/90

Signed

CO-BUYER

[Signature]  
Date 5/8/90

ADDENDUM TO SALES CONTRACT

STATE OF OREGON: COUNTY OF KLAMATH: SS

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacesetter Corp. the 11th day  
of June A.D., 19 90 at 10:21 o'clock A.M., and duly recorded in Vol. M90  
of \_\_\_\_\_ of Mortgages on Page 11174.  
Evelyn Biehn County Clerk

FEE \$23.00

NOV 19 1988

00/10/20

02/07/0

6-5134

Yun: 0

CONFIDENTIAL - EYES ONLY

YIP, JAMES

927-971 INC.