

PHILIP SHERIDAN (AGENT)

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FORM No. 1204  
Retail Installment Contract—Motor Vehicles  
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Portland, Oregon 97204

34148

RETAIL INSTALLMENT CONTRACT

Consumer Paper

Motor Vehicles—Trailers—Mobile Homes

Date 05 SEPTEMBER 1991

Seller's No.

N/A

Buyer's Name SADIE KING PINE RIDGE ROAD  
P.O. BOX 1024 CHILOQUIN OREGON 97624  
(Buyer's residence or place of business as specified by him) City State Zip

Seller's Name VIRGINIA SMALL  
19750 CHEYNE RD KLAMATH FALLS, OR 97603  
(Seller's place of business) City State Zip

Section 1. Sales Agreement

1.1 The above named buyer (if more than one, then all buyers jointly and severally) having been quoted both a time sale price and a lesser cash price, hereby purchases from seller, and seller sells to buyer on the greater time sale price basis the following described motor vehicle, trailer, semi-trailer, mobile home or trailer home (strike items not included in sale) which, together with all equipment, attachments, substitutions and replacements now thereon or subsequently added thereto, for brevity, hereinafter are called "vehicle."

Model Year	New/Used	Manufacturer	Make Trade Name	Type of Body	If truck, No. of tons If trailer, state size	Motor No.	Serial No.	If mobile or trailer home	
								Model & Color	Length/Width
<u>1982</u>	<u>USED</u>	<u>HILLCREST</u>	<u>HT</u>	<u>14 FT</u>	<u>x 60 FT</u>	<u>—</u>	<u>02950121R</u>	<u>BEIGE/BRN</u>	<u>14'x60'</u>

including the following extras and accessories:  Heater  Radio  Power Steering  Power Brakes  Power Windows  Power Seats  Air Cond.  Auto. Trans.  Other \_\_\_\_\_ all for the time sale price stated below and computed as follows:

1.2 Time sale price.

- (a) Cash Sale Price of Vehicle \$10,000.00
- License \$
- Registration \$
- (b) Credits to buyer: Cash down \$ -0-
- Trade-in (description below) \$ N/A
- (c) Unpaid balance of cash sale price—line (a) minus (b) \$10,000.00
- (d) Official fees: Filing, perfecting seller's lien on vehicle and release therefrom \$
- (e) Total premiums for insurance itemized opposite AWNCE SLATER AGENCY PROVIDED BY BUYER
- (f) Principal balance; line (c) plus (d) plus (e) \$12,000.00
- (g) FINANCE CHARGE \$2,209.41
- (h) Time balance owed by buyer; line (f) plus (g) \$12,209.41
- (i) Time sale price; lines (a) plus (d) plus (e) plus (g) \$12,209.41

Notice to the Buyer — Do not sign this contract before you read it or if it contains any blank space, except that if delivery of the vehicle is to be made to you after this contract is signed, the serial number or other identifying information and the due date of the first installment may be filled in at the time of delivery. You are entitled to a copy of this contract. You have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge.

Coverage	Premium	Term in Months
<input type="checkbox"/> Fire and Theft	\$	
<input type="checkbox"/> Comprehensive	\$	
<input type="checkbox"/> Collision, \$_____ded.	\$	
<input type="checkbox"/> Credit Life and Disability	\$	
<input type="checkbox"/>	\$	

Liability insurance coverage for bodily injury and property damage caused to others is not included in this contract, unless a premium therefor is shown above.

Description of Trade-in N/A  
(If motor vehicle, state make, year and serial number)

1.3 Terms of Payment. Buyer promises to pay to seller's order the said time balance (line h above) in 12,209.41 consecutive monthly installments of \$ 225.00 each payable on the 15 day of each month hereafter commencing with the month of OCTOBER, 1991 and one final installment of \$ 59.41 payable on APRIL 15, 1996 (If payments are unequal or irregular, show same on rider to be attached.) All or any part of said price may be paid in advance at any time.

1.4 Late Charges. If buyer defaults in the payment of any installment and such default continues for a period of 10 days or longer, seller shall be entitled to collect, and buyer agrees to pay, in addition to the foregoing, a delinquency charge for each such delinquent installment of 5% thereof, plus reasonable collection costs and, if referred for collection to an attorney not a salaried employee of the holder of this contract, reasonable attorney's fees, plus the court costs and disbursements.

1.5 Refund Credit. If the buyer pays in full before maturity, the time balance in line (h) of Section 1.2 above, buyer shall receive a refund credit computed as follows: The refund credit shall be not less than the total Finance Charge to maturity, less the greater of (a) 10 percent of the amount financed or \$75, which ever is less, or (b) the Finance Charge earned to the date of prepayment or the installment due date nearest the date of prepayment, computed by applying the effective rate of the contract to the actual principal balances outstanding, for the periods of time the balances were actually outstanding, as provided in ORS 83.620. No refund less than \$2 will be made; all unexpired insurance policies included in line (e) of Section 1.2 above shall be released and surrendered to the buyer.

See additional provisions on reverse side.

If the purchase herein agreed to be made is for buyer's personal, family or household purposes (see paragraph 1.6 above) then the following NOTICE is given. 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 with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder. If the purchase is not for buyer's personal, family or household purposes, the above Notice is inapplicable and should be disregarded.

NOTICE: The seller intends to sell this contract to N/A Address \_\_\_\_\_ which, if it buys the contract, will become the owner of the contract and your creditor. After the sale of this contract, all questions concerning either terms of the contract or payments should be directed to the buyer of the contract at the address indicated above.

If the contract is transferred to a holder other than the one identified in the notice, or is retained by the seller, the seller shall cause notice in writing of the name and address of the actual holder to be delivered to the retail buyer within 10 days of the decision.

This agreement is subject to the additional provisions set forth on the reverse hereof, the same being incorporated herein by reference. The buyer acknowledges a receipt of a copy of this RETAIL INSTALLMENT CONTRACT.

Virginia Small (Seller) Sadie King (Individual Buyer)

By \_\_\_\_\_ (Corporate Organization Buyer)

By \_\_\_\_\_  
\*\*Delete, by lining out, whichever warranty (a) or (b), is not applicable; if warranty (a) is applicable, and if the seller is a creditor, as defined by the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making the required disclosures to the buyer; for this purpose use Stevens-Ness Form No. 131B or equivalent and further, if buyer's performance of the contract is guaranteed, Stevens-Ness Form No. 131B may also be used for disclosures to the guarantor and for filing his receipt therefor.

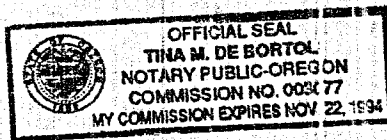
33 SEP 5 9 12 53

ATTACHMENT TO RETAIL INSTALLMENT CONTRACT BETWEEN SADIE KING AND VIRGININA SMALL.

17722

Subscribed and sworn to before me this 5<sup>th</sup> day and year September, 1991.

Tina M DeBortoli  
Notary of Public, State of Oregon



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Virginia Small the 5<sup>th</sup> day  
of Sept. A.D., 19 91 at 12:53 o'clock P.M., and duly recorded in Vol. M91,  
of Miscellaneous on Page 17721.

Evelyn Biehn County Clerk

By Douglas Mulindore

FEE \$10.00

Return: Virginia Small  
19750 Cheyne Rd.  
Klamath Falls, Or. 97603

2/10.0