

## ASSIGNMENT OF NOTE AND DEED OF TRUST BY BENEFICIARY

JOHN L. HALES and LOUISE V. HALES, who are the beneficiaries under that certain Trust Deed dated 08/21/90, executed and delivered by WILLIAM F. CHRISTOFFERSON, Grantor, to CRATER TITLE INSURANCE COMPANY, Trustee, in which JOHN L. HALES and LOUISE V. HALES are beneficiaries, recorded 08/23/90, Volume No. M90 on Page 16979, as Document No. 19295, Record of Mortgages of Klamath County, Oregon, and conveying real property in said county described in said Trust Deed which is incorporated herein by reference, hereby grants, assigns, transfers and conveys to JOHN LEWIS HALES and LOUISE V. HALES, TRUSTEES OF THE HALES FAMILY TRUST, DATED 10/17/90, all of said beneficiaries' beneficial interest in and under said Trust Deed, together with the notes, monies, and obligations therein described or referred to, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under said Note and Trust Deed.

This transfer is made without consideration but is made for the purpose of transferring the beneficiary's interest described herein to a Revocable Joint Living Trust Agreement created by beneficiaries.

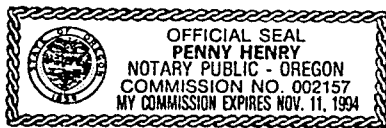
Signed this 17 day of October, 1991.

John Lewis Hales  
JOHN LEWIS HALES

Louise V. Hales  
LOUISE V. HALES

STATE OF OREGON                    )  
  ) ss.  
County of Jackson                )

This instrument was acknowledged before me on October 18, 1991, by JOHN LEWIS HALES and LOUISE V. HALES.



Penny Henry  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

After Recording Return To:  
Ben Lombard, Jr.  
Attorney at Law  
P.O. Box 1090  
Ashland, OR 97520

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ben Lombard, Jr. the 8th day of Nov. A.D., 19 91 at 12:00 o'clock P M., and duly recorded in Vol. M91 of Mortgages on Page 23525.

FEE \$8.00

Evelyn Biehn County Clerk  
By Randall S. Mendenhall

53253

# 1  
Addendum Number  
Date 10/1/91

34  
PACSETTER  
CORPORATION

23524

ADDENDUM TO SALES CONTRACT

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacesetter Corp. the 8th day  
of Nov. A.D., 19 91 at 12:00 o'clock PM., and duly recorded in Vol. M91,  
of Mortgages on Page 23521.

FEE \$23.00

Evelyn Biehn, County Clerk

By Pauline Mullendore

LEGAL DESCRIPTION

CO-BUYER



15255

Addendum Number # 1

23523

Date 10/17/91

## ADDENDUM TO SALES CONTRACT

Local Office Address:

Pacesetter Corp 18183 SW Bookan Lane

City Tualatin State OR Zip 97007Buyer Treva F. FittjeAddress 1911 W. W. LaneCity Klamath Falls State OR Zip 97601Original Sales Contract Number 11947 : dated 10/17/91

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 to install vinyl coated Alloy to the following

- ① Siding and fascia to the entire house in brown
- ② Replace all rotted wood deemed necessary by Installer + Fascia boards where necessary.
- ③ Install paint where necessary deemed necessary by Installer
- ④ Material Cover by Manufacturer 40 year non pro rated Warranty
- ⑤ Installation covered by 1 year Installation Warranty
- ⑥ Clean + dispose of all materials in excess.
- ⑦ All Prices are Final
- ⑧ Payment to Start 60 days after Installation.

## LEGAL DESCRIPTION

Lots 3 and 4, Block 3, INDUSTRIAL ADDITION, 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 [Signature] 10/17/91  
Date

Signed Treva Fittje  
BUYER

10/17/91  
Date

Signed \_\_\_\_\_  
CO-BUYER

## ADDITIONAL TERMS

**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 payments exactly on its due date. If I make an early payment, my finance charge will be less, if I pay late my finance charge will be higher. Any necessary adjustment to my 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 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 OWN BEHALF.** (b) I have read, in detail, the separate "LIMITED WARRANTY" which accompanies this contract. It explains the conditions and circumstances in 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 INSTALLATION WARRANTY" which, if made, accompanies this contract. It explains the conditions and circumstances in which the installation of the siding, siding accessories, and gutters will be redone. I 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 10 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, at law or in equity, where permitted by applicable state law.

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

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 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 purposes.

BUYER

CO-BUYER

**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.

**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 you 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 I 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 choose to use this insurance payment to either repay any amounts I owe you or to repair my house. I also understand that the insurance company must agree that it will not cancel my policy without first telling you. I have the option of providing Property Damage Insurance through an existing policy or through a policy independently obtained and paid for by me. If Property Damage Insurance is required and I do not obtain such insurance, you may obtain this insurance for me if you want (but you do 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 Percentage Rate".

**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 happens which causes you to believe in good faith that I do not intend to pay you as promised; or 4. I default on any obligations for which I am using my home as collateral; or 5. Something happens to my house which threatens your rights, if any, in it.

**IF I AM IN DEFAULT:** I understand 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 me, or, 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 expended to protect my house, if you are allowed to collect such amounts by law.

**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 PAYMENT:** 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 annual 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 agree in writing.

## NOTICE

**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 DEBTOR HEREUNDER.**

**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.

## NOTICE OF PROPOSED INSURANCE

I take notice that either Credit Life or Credit Accident and Health Insurance, or both, will be applicable to this Retail Installment Sales Contract and Mortgage on the reverse side only if I have chosen it by signing the request for such insurance. This insurance will only cover the person signing the request at the cost for each type of insurance shown. Subject to acceptance by the insurance company, the insurance will be effective as of today and will continue only for the number of months after the effective date equal to the number of monthly payments. I understand that this particular insurance may not provide coverage for my last few payments, and that during that period of time I will not have any insurance coverage. All benefits and proceeds of the insurance will be paid to you or to a financial institution if it purchases the Retail Installment Sales Contract and Mortgage to the extent of its interests and any balance will be payable to me. The initial amount of Credit Life Insurance is the amount 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 Retail Installment Sales Contract and Mortgage with a Co-Buyer, and we have both signed the request for Credit Life Insurance, death benefits will be payable only with respect to the first one of us to die. Subject to exclusions, eliminations or waiting period stated in the insurance policy or certificate, Credit Accident and Health Insurance is for the benefit amount of 1/30th of each month's payment for each day that I am totally disabled due to an injury or sickness while I owe any payment to you; however, I understand that I have to be prevented from working due to such total disability for more than fourteen (14) consecutive days before the insurance benefit is paid back to the first day of my total disability. I also know that I cannot obtain any insurance from you if I am over 65 years of age today, and I also know that the insurance coverage provided to me may contain a maximum amount of coverage which will not pay in some cases, the entire amount that I owe you. Due to the maximum amount of coverage stated in the insurance policy, I know that any unpaid amount in excess of the insurance coverage will still have to be paid by me. If the Retail Installment Sales Contract and Mortgage is prepaid in full prior to the last payment date, any unearned insurance premiums will be refunded to me in the manner prescribed by law. Within thirty (30) days, I will receive the certificate of insurance more fully describing my insurance coverage. If the insurance is not accepted by the insurance company, I will receive a refund of the insurance premiums I have paid.