	P RETAIL II	OR USE IN THE STATE OF NSTALLMENT SALES CONTRAC THE PACESETTER CORPOL d/b/a PACESETTER PRODUC (THE SELLENCREDITOR)	T AND MORTGAGE SALE	RECORDED IN REAL ESTATE RECORDS $\frac{25}{17}$ TRACT NO. 14569
08351544	PORTLAND, OREGON 97224 (SR3) 628-1184 Alexanper LUF+	CONSUMER PAR	VUI.	<u>4532</u> <u>ngo Page 22629</u>
"Address" <u>4008-Dec</u> In this Contract the words I ₁ r buys this contract. If it does, I will I understand that if more than one one or any. This contract covers my a Total Sale Price. The Total Sale P contract, the products and services Corporation are covered by the 1	(FULL LICAL NAME OF ALL I Re, and my refer to the Buyer and make my payments to it. Under t "Buyer" signs below that each wi purchase of products manufacturn re is the total cost of the product	the Mortgage statutes, I am also lill be responsible for all promises ed and/or distributed and installe s and services if I buy on credit	f your refer to the Seller and/or nown as the "Mortgagor," and made and for paying the oblig d by The Pacesetter Corporation I now choose to buy, and you as	tract
LEGAL DESCRIPTION: The ab	ove described goods and service SEE AMOCN DUM	es are be installed and place	ed upon the "Address" design	ated above, and the legal description
SUMMARY OF SALE: Ba Total cash price \$_3200 S_TTEMIZATION OF THE A \$_2955 Amount of S_3200 Amount pa Amount(s) paid to others on m \$	se cash price \$ 3200	+ tax $-$ + additi payment \$ -245 + additi F \$ 6255 + 225 ount as the "Unpaid Balance.") tract with you. (e)	anal warranty/service coverag = Unpaid balance of \$	filing/recording fees
ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me. \$ 205-120	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount 1 will have paid after 1 have made all payments as scheduled. 20	Total Sale Price The total cost of my purchase on credit, including my down payment of $-\frac{60}{5}$ $\frac{245}{5}$
IST My payment schedule will be: Number of Payments Amount 1st Payment \$ /5 59 \$ /5 INSURANCE	of Payments When Payments are Du ZZ e First payment after date of i -/ ZZ All subsequent inst	due approximately 30 days nstallation. allments on the same day of eac until paid in full.	2. my real estate and in all at my "Address" d Filing/Recording fees \$ h Late Charge: If a payn late, I will be charged \$ whichever is greater.	and property being purchased, and mprovements, including my house, lesignated above
	ess I sign and agree to pay the Term Signature DIP want credit life Insurance. Item Strategies DIP Strategies Item Stra	additional cost.	Prepayment: If I pay of penalty.	off early, I will not have to pay a w other portions of this contract for bout non-payment, default, any re- ill before the scheduled date, and penalties.
portion of this contract, and legal the performance by me of all of commonly referred to as the "One in any order or simultaneously as I promise to pay you all that I o judgment or default, at the above REVERSE SIDE: I UNDERSTAND T PART OF THIS INSTALLMENT SAL INSTALLMENT SALES CONTRACT. 1. I do not have to sign this cont 2. I am entitled to a copy of this repossess goods purchased under office may have to review and acc IF THIS AGREEMENT WAS SOLICITED AT A R OTHER FINANCIAL GBLIGATION BY MALING AFTER I SIGN THIS ARGEEMENT THE NOTICE THE SELLER TO PROVIDE GOODS OR SERVIC NOTICE OF CANCELATION, AND (2) IN THE COPY RECEIVED: I acknowle ACKNOWLEDGMENT: The fo SCAP	ly described above as security for my other obligations hereunder. Form of Action Rule". You may you deem prudent. We you under this contract, inc. disclosed annual percentage rate ES CONTRACT AND THAT I AM E NOTICE: PROVISIONS PRINTED ract before I read it or if any of contract at the time I sign it. 3. this contract. 4. Due to the uni- rept this contract prior to your b BLESIDENCE OTHER THAN THAT OF THE SELL A NOTICE TO THE SELLER. THE NOTICE MU HUST BE MAILED TO: THE PACESCITER CO ES WITHOUT DELAY BECAUSE OF AN EMERT CASE OF GDOUS, THE GOUDS CANNOT BE dge receipt of a completely filled oregoing owner acknowledged to 19, at (city)	The reby waive any and all ri- take action against me, and will luding all applicable interest, fr e.according to the payment sch ND PROVISIONS PRINTED ON 1 BOUND BY THEM IN THE SAME ON REVERSE SIDE COMPRISE NOTICE TO BUYER The spaces intended for the ag It shall not be legal for you to iqueness of some of the produc- recoming bound by it. JYER'S RIGHT TO CAN ER AND I DO NOT WANT THE GOODS DR S IST SAT THAT I DO NOT WANT THE GOODS AN ER AND I DO NOT WANT THE GOODS AN SPORATION AT 18183 S.W. BOONES FER SENCY. AND (1) THE SELLER IN SUBSTANT d in copy of this contract along o me that he, she or they signed math colds SED THE BUT	this Retail Installment Sales ghts that I may have pursuan h respect to any and all securi rom the date of execution her edule disclosed above. (HE REVERSE SIDE OF THIS I MANNER AS IF THEY WERE P E ADDITIONAL TERMS LIMITI! reed terms to the extent of the enter my premises unlawfully is that you sell. I understand (CEL ERVICES, I MAY CANCEL THIS AGREEME OR SERVICES AND MUST BE MAILED E WY ROAD, PORTLAND, OREGON, 97224. H H MAKES A SUBSTANTIAL BEEINNING D IALLY AS GOOD CONDITION AS RECEIV! with two (2) copies of the Net this contract on this ESELLER INTENDS TO SELL THIS CO STREET, DMANA, NEBRASKA, BEIZY W OF THE CONTRACT AN EN ANY CANCEL THE ADDI CONCREMING ETHER TERMS OF THE FER OF THE CONTRACT AT THE ADDI CONCREMING ETHER TERMS OF THE FER OF THE CONTRACT AT THE ADDI CONCREMING ETHER TERMS OF THE FER OF THE CONTRACT AT THE ADDI CONCREMING ETHER TERMS OF THE FER OF THE CONTRACT AT THE ADDI CONCREMING ETHER TERMS OF THE CONCREMING ETHER TERMS O	anice of Right to Cancel Form. day of DNTRACT TO FEDERAL DIVERSIFIED SERVICES. HICH, IF IT BUYS THE CONTRACT, WILL BECOME TOR. AFTER THE SALE OF THIS CONTRACT, ALL CONTRACT OR PAYMENTS SHALL BE DIRECTED
County of <u>The More and Superior</u> The foregoing instrument was ac <u>SUDT</u> . Buyer(s) – Mortgagor(s). Robert E. Garrisch Oregon Notary SM-101 [°] OR-L/JA	, 19_ <u>4</u> , by the abo	L2 day of For value (non-buye purchased) ove designated purchased not liable AL Notary Pu Notary Pu REGON Address Address	and a montgage of the real es for payment of the obligations. blic <u>hobest E</u> CAA <u>905 St. CellAR Hild</u> ission expires JULY 26	the goods, services and property being tate and house designated above, but is CAISON S BUS #129 [ONTLAN] GR 97225

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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 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 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 accompanies this contract. It explains the conditions and circumstances in which the <u>installation</u> 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 "TO 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 TO 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 WHATSDEVER, 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.

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 that 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 1 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 Oblight to the set of the says that you are to be paid if there is a loss. Fauthorize the insurance company to pay you directly for any loss and you can not cancel my policy must have a beneficiary clause which says that you are to be paid if there is a loss. Fauthorize 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 or through a policy independently 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

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.

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 will be effective as of today and will continue only for the number of monthly payments. I understand that this particular insurance will be paid to you or to a financial institution if it purchases the effective date equal to the number of monthly 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 first one of us to die. Subject to exclusions, eliminations or waiting period stated in the insurance, locath base for ways before the insurance is for the baselity of state of the insurance from you if I am over 65 years of age today, and Health have to be prevented from working due to such total disability of more than fourteen (1-2) or sickness while I owe any payment to you; base 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; base 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 policy or coverage will be pay and an out of coverage will be payable only up and 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 policy or coverage stated in the insurance policy. I have to be paid by the insurance policy or c

• ----- Atldendum Number __ CESETTER 9-13-92 Date ____ 22631ADDENDUM TO SALES CONTRACT Buyer MilDred & AlexAnder Luft Local Office Address: Sw Boones Ferry RD 18183 Address 4008 - Deleware State Oregon Zip 97224 City Klamath Fulk State Oreyon Zip 97603 Portland City 4569 9-13-92 dated 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: Hareg Deliver + C-Stom Install PACESetter *t* a AS $\sigma v e$ 155 coates SolFit 0 Instal U, nal llosi DAC setter Jalles on ere Realy Insta Alby on 5.0C DF Home Facir 50 INSta On READY SAME SIDE Oorh cr Install OHCESC? 49 r. Vina \leftarrow Cartes last 10 OAcesetter Has Installes 5:009 Tha '0 e Porc color To Be White acá color ilite Also. ße 68 OF 40 wood Deemo Necessary POLLE Rotte/) 3 Flashing NECESSEN DEEMED Inchoe i 0 40 Vear Non Properto mas Yanufactures Fully CLUNE Ivear Quality DAcesetters H.50 worm warranty Cr LiFetime DEDIS. platto ean WORK complete Ina 41 C. Special Instructions: Additional Restriction on Terms of Warranty: LEGAL DESCRIPTION The East 5 feet of Tract 32 and all of Tract 24 in TOWNSEND TRACTS, Klamath County, Oregon. DO NOT SIGN THIS ADDENDUM BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. NOTICE YOU ARE ENTITLED TO AN EXACT COPY OF THE ADDENDUM YOU SIGN, COMPLETELY SIGNED. EACH OF THE UNDERSIGNED BUYER(S) ACKNOWLEDGES THAT SUCH BUYER RECEIVED AT THE TIME TO 2. THE 3. OF THE EXECUTION OF THIS ADDENDUM AN EXACT COPY HEREOF COMPLETELY FILLED IN. BUYER THE PACESETTER CORPROATION Signed PACESETTER PRODUCTS, INC./P.P.I., INC. PSTR-PPI, INC. William When Sign SM/S-101-14 ADD-F/IB ORIGINAL FINANCIAL INSTITUTION CONFIDENTIAL ONLY

SJTTEESTER Date 9-13-92 22632 22631 ADDENDUM TO SALES CONTRACT Buver Millores & Alczancer Luff Local Office Address 18183 Se Boones Ferry RO Address 4008 - DE/EWERY Since crease zip 9 7274 cin fortland City 12 lamath fulls State Overgen Tip 97603 14569 Original Sales Contract Number dated 7-13-52 Burger across to purchase the following described goods and services which are to be furnished as a part of the Contract referred to the Contract for the Contract for the Contract for the following changes in such contract for the second birth. STATE OF OREGON: COUNTY OF KLAMATH: SS. 29th _ the __ _ day Pacesetter Corp. Filed for record at request of _ Sept. A.D., 19 92 at 11:17 o'clock A.M., and duly recorded in Vol. M92 of ____ on Page _____ 22629 Mortgages of Evelyn Biehn - County Clerk By Dauline Mullen FEE \$25.00 ESC / MCBette Horces to Install unal castro Alley particles 2) The color Tobe White Also The color Pace OF The prick galag to Be Blate Also. (E. & REPACE AN Rotted wood Decmo NECESSAR By Installes Hetwor 13 Inchard NCCOSSIJ BY Fleshing Deconto pr syling かえい 2-1211 100 Forwardenes to year non payer to Fully Trunst goode 20 Ionic De Aftersetters I year Quelity ConFlortonship warming Also . -IFE trine Marines 6) prop 4 cloim All work Relatio Pages. I All Costs Hic Complete 7 Fined Special Instructions: Additional Restriction on Terms of Warranty: LEGAL DESCRIPTION The Base 5 feet of Trace 32 and all of Trace 24 in TOWNSEND TRACES, dismolX Country Gregon NOTICE DO NOT SIGN THIS ADDENDUM BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 1 YOU ARE ENTITLED TO AN EXACT COPY OF THE ADDENDUM YOU SIGN COMPLETELY SIGNED. 5 01 3. 387 DOTHER EXECUTION OF THIS ADDENDUM AN EXACT COPY HEREOF COMPLETELY FILLED IN SUYER THE PACESETTER CORPROATION PACESETTER PRODUCTS, INC. /P.RI., INC. Sized Kauren PSTR-PPI, INC. NUT a liber 2 for rale Signod & E min-ddx:4-101-8388 ALLO LATASCINCO AND TRADIT AND AND THE DISTO