THE PACESETTER® CORPORATION

91415

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. 19942

VOL MAY PAGE 35725

After recording return to;

☒ 12775 N.E. MARX STREET
PORTLAND, OREGON 97230
(503) 254-8154

11-21-94 11:14 AM

☒ 12775 N.E. MARX ST
PORTLAND OR 97230

Sold To HAROLD L FURREY / SARAH A FURREY
(FULL LEGAL NAMES OF ALL BUYERS)

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 Buyer. This contract covers my purchase of the following products ("The Products") manufactured and/or distributed and installed by The Pacesetter Corporation:

Pacesetter to inspect & replace any & all rotten wood as deemed necessary by installation manager.
(1) Pacesetter to install polystyrene underlayment board to the wall & gable on the east side of house
(2) Pacesetter to install Spec II 0-5 horizontal siding, white in color to the wall & gable on east side of house
(3) All materials covered by ATIS 40 year non prorated transferable warranty
(4) Installation covered by Pacesetter 1 year quality craftmanship warranty
(5) Site to be cleared of all job related debris
(6) Work subject to Pacesetter work schedule
(7) No work to be done to Soffit / Fascia, door trim, window trim, porch ceiling North, South & West side of house
(8) All work are complete & final

The Products are to be installed at the "Address" stated on page 2 unless a different address is stated here: _____

No exterior or interior trim, painting or staining will be provided unless specified in this contract.

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 recognize that any implied warranty which applies to the Products lasts only as long as the warranty or service contract. (c) I have read, in detail, 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. Siding Products are warranted separately by the manufacturer of those Products.

LIMITED WARRANTY: My sole and exclusive remedy against you or your assignee shall be limited to my rights and remedies under the express 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 "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. 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.

ORIGINAL FINANCIAL INSTITUTION

ADDITIONAL TERMS

PREPAYMENT AND ACCRUAL OF THE FINANCE CHARGE: Even if I 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. I know my finance charge will be less if I make an early payment, and it will be higher if I pay late; I also recognize that any necessary adjustment to my total finance charge will be reflected in my final bill; I also know that the amounts shown on page 2 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, and I know that there will be no refund if I prepay because there is nothing to refund when I am charged on a daily basis. I know that if all rebates, refunds and credits to which I might be entitled are less than one dollar ($1.00), no refund will be made. I may voluntarily prepay the amount I owe you, in full or in part, at any time. If I make partial prepayments, I must continue to make my regular payments until I have paid all amounts owed.

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 I pay you and my timeliness in making payments.

OBLIGATIONS PERTAINING TO PROPERTY 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 page two of this contract titled "Annual Percentage Rate".

DEFAULT: I will be in default under this contract if: 1. I don't make 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.

COLLECTION COSTS: If I am in default of this contract and you demand full payment, I understand that you have the right to foreclose the mortgage I have given to you and to have my house sold to repay any amounts I owe you. Before my house is sold, you will do all that the law requires. I understand that if you hire an attorney to assist you in the enforcement of your rights, including the sale of my house or a lawsuit, I agree to pay you for 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.

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 will not hold you 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 maximum contractual rate allowed by law until the amount I owe you is paid. I also know that you can foreclose the mortgage I have given to you.

ARBITRATION: If I have a dispute or claim with you concerning the quantity, quality or performance of the Products, I understand that my dispute may be submitted to and settled according to the mediation-arbitration program that may have developed in my community. I also know that any decision made by an arbitrator(s) would be entered in the court having jurisdiction over me and 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.

SPECIAL SITUATIONS: 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 approve this contract. I also understand that this sale occurred in my home and that you and I may not have had all the correct information important to this transaction at our fingertips; I give you my consent to correct any obvious errors that may have occurred when the blanks in this contract were completed

INVALID PROVISIONS: If any provision of this contract violates the law and is unenforceable, the rest of the contract will 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 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 Installment Sales Contract 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 Installment Sales Contract 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 or as scheduled 30 day basis. If I am jointly obligated on the Installment Sales Contract with a Co-Buyer, and we have both signed the request for Credit Life Insurance, 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 where I owe any payment to the insurance benefit. It is paid back to the first day of my total disability. I also know that I cannot total disability for more than fourteen (14) consecutive days before 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.** If the Installment Sales Contract is prepaid in full prior to the last payment date, any unpaid amount in excess of the insurance coverage will still have to be paid. If I cancel the maximum amount of coverage stated in the insurance policy, I know that 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.

35727

FOR USE IN THE STATE OF OREGON

~~RETAIL INSTALLMENT SALES CONTRACT~~ AND MORTGAGE

CONTRACT NO. 19942

You (Seller/Mortgagee) have quoted me (Buyer[s]/Mortgagor[s]) a Cash Price and a Total Sale Price for the Products described on page 1 of this contract. The Total Sale Price is the total cost of the Products and services if I buy on credit, subject to approval of my credit. I (Buyer) now choose to buy and you agree to sell, for the Total Sale Price set forth below, the Products and services described on page 1. I agree to pay you the Amount Financed in accordance with the payment schedule set forth below, together with interest thereon at the **annual percentage rate** disclosed below.

SUMMARY OF SALE: Base cash price $ 2793.52 + Tax 00.00 = $ 2793.52

Total cash price $ 2793.52 – Cash [total] down payment $ 100.00 = Unpaid balance of $ 2693.52 .

ITEMIZATION OF THE AMOUNT FINANCED OF $ 9130.13 :

$ 2693.52 Amount credited to this contract (Same amount as the "Unpaid Balance.")

$ 4206.48 Amount paid on net balance from prior contract with you. (e)

Amount(s) paid to others on my behalf:

$ 775.26 to insurance company for Credit Life insurance

$ 1354.87 to insurance company for Accident and Health insurance

$ 12.00 to public officials for filing/recording fees (e)

$ 88.00 to (Specify) TITLE SEARCH

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate. 15.9 %	The dollar amount the credit will cost me. $ 9154.27	The amount of credit provided to me or on my behalf. $ 9130.13	The amount I will have paid after I have made all payments as scheduled. $ 18,284.40	The total cost of my purchase on credit, including my down payment of $ 100.00 . $ 18,384.40

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	$ 152.37	e First payment due approximately 30 days after date of installation.
119th	$ 152.37	All subsequent installments on the same day of each consecutive month until paid in full.

Security: I am giving you:
1. a security interest in the goods, services and property being purchased, and
2. a mortgage on my real estate at my "ADDRESS" below and legally described on page 3 hereof.

Filing/Recording fees $ 12.00

Late Charge: If a payment is more than fifteen (15) days late, I will be charged $5.00 or 5% of the late payment whichever is greater.

Prepayment: If I pay off early, I will not have to pay a penalty, and I may be entitled to a refund of part of the finance charge.

→ I will review other portions of this contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate.

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 (in mos.)	Signature
Credit Life S/L	$ 775.26	120	I want credit life insurance. X Harold L Furrey (Signature — Buyer) X (Signature — Co-Buyer)
Credit Accident & Health	$ 1,354.87	120	I want credit accident and health insurance. X Harold L Furrey (Signature — Buyer)

MORTGAGE: I hereby grant, bargain, sell, convey and mortgage to you, as Mortgagee, my real estate at my "Address" below and as more particularly described on page 3 (reverse side) of this contract as security for all amounts due to you under this Retail Installment Sales Contract and Mortgage. I hereby grant to you a power of attorney to insert the legal description of my real estate hereon at a later time. 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 PAGES 1, 3 AND 4 OF THIS INSTALLMENT SALES CONTRACT AND MORTGAGE ARE A PART OF THIS INSTALLMENT SALES CONTRACT AND MORTGAGE AND THAT I AM BOUND BY THEM. NOTICE: PROVISIONS PRINTED ON PAGES 1, 3 AND 4 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 blank 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. I may pay off the full balance due under this contract at any time, and in so doing I may be entitled to a rebate of the insurance charges (if any). 4. I understand that this instrument is based upon a home solicitation sale and that this instrument is not negotiable. 5. 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.

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 1275 N.E. MARX STREET, PORTLAND, OREGON 97230. 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.

IN WITNESS WHEREOF, this Installment Sales Contract and Mortgage has been signed on this 19TH day of OCTOBER, 1994

BUYER'S "ADDRESS" 4022 FAWN AVE City KLAMATH FALLS County KLAMATH FALLS State OR Zip 97601

Telephone No 503-884-6349

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 at the "Address" above, but is not liable for payment of the obligations

X Harold L Furrey
BUYER – MORTGAGOR

HAROLD L FURREY
BUYER-MORTGAGOR – PRINTED NAME

X Sarah A Furrey
CO-BUYER – MORTGAGOR

SARAH A. FURREY
CO-BUYER-MORTGAGOR – PRINTED NAME
AKA: Sarah A. Ernest

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

By: Kelly D. Kruger (AUTHORIZED OFFICER)

By: Lawrence E. [illegible] (FACTORY REPRESENTATIVE)

ORIGINAL FINANCIAL INSTITUTION

AFTER RECORDING RETURN TO:

TO BE RECORDED IN REAL ESTATE RECORDS 35728

LEGAL DESCRIPTION

Lot 9, Block 2, Lenox edirium, in the cnty of Klamath, State of Oregon.

OFFICIAL SEAL
LAURENCE G. TURNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 006819
MY COMMISSION EXPIRES MAY 18, 1998

State of Oregon)
County of KLAMATH) ss.

The foregoing instrument was acknowledged before me on this 19TH day of October 19 94 by the above designated Buyer(s) - Mortgagor(s).

Notary Public Laurence G. Turner

Printed Name LAURENCE G. TURNER State OR

My commission expires: 5/18/98

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 21st day of November A.D., 19 94 at 2:14 o'clock P. M., and duly recorded in Vol. M94, of Mortgages on Page 35725.

Evelyn Biehn County Clerk

By Lynette Oldeg

FEE $25.00