

# 5955 RETAIL INSTALLMENT SALES CONTRACT AND MORTGAGE

FOR USE IN THE STATE OF OREGON

Vol. 1195 Page 24594  
 CONTRACT NO. 23597

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 \$ 3862.17 + tax 0.00 = \$ 3862.17

Total cash price \$ 3862.17 - Cash [total] down payment \$ 100.00 = Unpaid balance of \$ 3762.17

**ITEMIZATION OF THE AMOUNT FINANCED OF \$ 6300.00:** After recording return to:

\$ 3762.17 Amount credited to this contract (Same amount as the "Unpaid Balance.")

\$ 2412.83 Amount paid on net balance from prior contract with you. (e)

Amount(s) paid to others on my behalf:

\$ 0.00 to insurance company for Credit Life insurance

\$ 0.00 to insurance company for Accident and Health insurance

\$ 35.00 to public officials for filing/recording fees (e)

\$ 90.00 to (Specify) Title Search

## ANNUAL PERCENTAGE RATE

The cost of my credit as a yearly rate.

15.9 %

## FINANCE CHARGE

The dollar amount the credit will cost me.

\$ 6315.60

## Amount Financed

The amount of credit provided to me or on my behalf.

\$ 6300.00

## Total of Payments

The amount I will have paid after I have made all payments as scheduled.

\$ 12,615.60

## Total Sale Price

The total cost of my purchase on credit, including my down payment of \$ 100.00

\$ 12,715.60

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ <u>105.13</u>	e First payment due approximately 30 days after date of installation.
<u>119</u>	\$ <u>105.13</u>	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 (in mo.)	Signature
Credit Life	\$ <u>0.00</u>	-	I want credit life insurance. Signature -- Buyer
Credit Accident & Health	\$ <u>0.00</u>	-	I want credit accident and health insurance. Signature -- Buyer

Security: I am giving you:

- a security interest in the goods, services and property being purchased, and
- a mortgage on my real estate at my "ADDRESS" below and legally described on page 3 hereof.

Filing/Recording fees \$ 35.00

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.

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.

**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 12775 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 30th day of AUGUST, 19 95

BUYER'S "ADDRESS" 3333 Homedale Road City Klamath Falls County Klamath

Telephone No. (503) 884-0444 State OR Zip 97603

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.

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

By: Thelma D. Schuyler (AUTHORIZED OFFICER)

By: [Signature] (FACTORY REPRESENTATIVE)

BUYER - MORTGAGOR

Donald E. Struble  
 BUYER-MORTGAGOR - PRINTED NAME

Anita Struble  
 CO-BUYER - MORTGAGOR

Anita Struble  
 CO-BUYER-MORTGAGOR - PRINTED NAME

TO BE RECORDED IN REAL ESTATE RECORDS

FOR MR. GILBERT

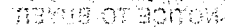
-Block 2, Lot 8, Homedale Subd. Blk 2B &3. Klamath County, State of Oregon.

State of Oregon )  
County of Klamath ) ss.

Buyer(s) — Mongagor(s)

Printed Name TRACIE V. CHANDLER State Oregon

My commission expires: 7-6-98



Filed for record at request of \_\_\_\_\_ the 12th day  
of Sept A.D., 19 95 at 10:21 o'clock A M., and duly recorded in Vol. M95,  
of Mortgages on Page 24594.

On Page 74594  
Bernetha G. Letsch, County Clerk  
By Supette Hertzog

**FEE** \$15.00