

NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. 3. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

RECEIPT OF A COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED BY BUYER(S).

Seller-Mortgagee
Varecho, Inc-dealer for Economy Certified Homes
100 Box 36 Ottawa, Kansas
By: *[Signature]* 11/24/70
John L. Dowell
Donna J. Dowell
1807 Ohio, Topeka, Kansas
Rt. 1 Le Compton, Kansas

STATE OF KANSAS, Shawnee COUNTY, ss.

BE IT REMEMBERED, That on this 24th day of November A.D. 1970 before me, the undersigned, a NOTARY Public in and for the County and State aforesaid, came *[Signature]* and *[Signature]* who ARE personally known to me to be the same person *[Signature]* who executed the within instrument of writing, and such person *[Signature]* HAS duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Term expires 12/28/73 1973 19
23340
Notary Public *[Signature]*

For VALUE RECEIVED the foregoing Agreement (on the reverse side) between the Buyer-Mortgagee and the undersigned, and all right, title and interest of the undersigned in and to the property therein described, together with all moneys due or to become due and payable thereunder are hereby sold, assigned and transferred with or without recourse as indicated by signature below, by the undersigned to AVCO Financial Services and/or Fidelity Investment Company the following warranties: (a) The undersigned warrants that the Agreement herein was made in good faith and was actually signed by the person or persons named therein as Buyer-Mortgagee. (b) That the property and/or services are correctly described in the Agreement, have not been misdescribed to the Buyer-Mortgagee, are not defective in any particular, and have been rendered, performed and accepted by Buyer-Mortgagee in satisfactory form and good order. (c) That at the time of making said Agreement the undersigned had a good, sufficient and legal title to said property without encumbrance of any kind whatsoever, and that no liens or claims against said property exist except the rights of the Buyer-Mortgagee as stated in said Agreement. (d) That the undersigned is the sole unconditional owner of the Agreement and that there shall be no liens or encumbrances of any kind against the Agreement. (e) That the Buyer-Mortgagee is of legal age, or if a corporation said Agreement was made by a duly authorized officer of said corporation. (f) That the initial payment shown by the said Agreement has been actually received by the undersigned from the Buyer-Mortgagee in lawful money of the United States, or in event said merchandise has been accepted by the undersigned in part payment for the services, labor or merchandise described therein, the allowance to said Buyer-Mortgagee is not in excess of the reasonable market value thereof. (g) That all legal requirements of Federal and State governments have been complied with. (h) That a legible copy of the contract fully completed in accordance with an applicable law was delivered to Buyer-Mortgagee by the undersigned at the time of sale. (i) That the contract contains the entire agreement of the parties with respect to the sale and terms of payment for the goods and/or services, labor or merchandise, including any Promissory Note or other evidence between the parties relating to the transaction. (j) That the undersigned has not, as an inducement to the Buyer-Mortgagee to become a party to this contract, made any promise, written or oral, to compensate Buyer-Mortgagee for referrals of any kind. (k) That no part of the down payment and no part of the funds necessary to meet any installment payment under the contract will be advanced or furnished by the undersigned directly or indirectly, either before or after such payment or contract is due or made. (l) That the Agreement is not subject to reclamation, set off or counterclaim of any nature, real or alleged. (m) That neither the undersigned nor any of their agents or employees shall in any manner whatsoever be guilty of any civil or criminal fraud with respect to the creation or any Contract or its transfer or assignment to Assignee. (n) That any credit statement of the Purchaser to Assignee by Sellers shall have been fully examined by the Sellers and shall fully and faithfully perform each and every one of their obligations, both present or future, under the terms of this Contract. (o) That whenever any applicable law requires the filing or recording of a Contract to preserve or protect the lien of the Seller or Holder upon the merchandise or goods set forth in a Contract, such Contract shall be properly filed or recorded within the time specified by the applicable laws.

Sellers agree that in the event of the breach of any of the foregoing warranties that as to any Contract with respect to which any such breach occurs, the waiver of recourse against Sellers shall be abrogated and Sellers, jointly and severally, unconditionally guarantee to pay on demand in cash from their own separate funds the net unpaid balance thereof. (p) Assignee to make a formal tender of any such Contract and Assignee are obligated to repurchase any Contract, if shall not be necessary for option, set off or counterclaim of any nature, real or alleged. (q) Assignee may modify or change any of the terms of this Contract without the consent of or knowledge of the Seller or Holder in any way releasing, waiving, or impairing any rights granted Assignee against said Seller.

Dated at Ottawa, Kansas
SELLER-MORTGAGEE'S TOWN AND STATE (this day of)
WITHOUT RECOURSE Without recourse except in the event of breach of the above warranties.
Economy Certified
Varecho, Inc dealer for Homes
Signed *[Signature]* (SEAL)
By *[Signature]* Pres.
(OFFICER-CO-PARTNER-OWNER)

For Assignment of Mortgage See Book 160 Page 82