

**Beneficial Credit ServicesSM****KANSAS
RETAIL INSTALMENT AGREEMENT**Date of Agreement: 12-20, 1997

CREDITOR (called Seller or We, Us, and Our):

Janzen Sales & Serv., Inc.

Name
2834 Madison 1-800-44-KIRBYAddress
Topeka, KS 66605

State Zip Code

BUYER refers to all persons signing this Agreement as Buyer (called You, Your and Yours):

Joe Griffith

Buyer 1's Name

Buyer 1's Address
1084 E. 1479 rd. Lawrence KS 66046Buyer 2's Name
Nancy GriffithBuyer 2's Address
Same

City State and Zip

I. CONTRACT COVERAGE

We sell and you buy the following Goods and/or Services:

Description of Goods and/or Services	Manufacturer	Model No.	Serial No.	Cash Sale Price
KC2K	Kirby	G-4	896110 0814	\$ 1670.00 Inc.

Projected Delivery Date: 12-20-97Sales Tax \$ 90.00**II. ITEMIZATION OF AMOUNT FINANCED**

1) Cash Price (including Sales Tax)	\$ <u>1760.00</u>	4) Amounts Paid to Others on your Behalf: (a + b)	\$ <u>6.00</u>
2) Total Downpayment (a + b)	\$ <u>356.00</u>	a) *To Insurance Co. for Non-Filing Insurance	\$ <u>6.00</u>
a) Cash Downpayment	\$ <u>160.00</u>	b) To Public Officials	\$ <u>0.00</u>
b) Trade-In	\$ <u>206.00</u>	5) AMOUNT FINANCED (3 + 4)	\$ <u>1410.00</u>
Kirby		6) Prepaid Finance Charge	\$ <u>0.00</u>
(Description)			
3) Unpaid Balance of Cash Price (1-2)	\$ <u>1404.00</u>		

*Refers to a premium for insurance written under a Chattel Mortgage Non-Filing Insurance Policy issued to Beneficial Credit Services (BCS) by Wesco Insurance Company, which is affiliated with BCS.

III. DISCLOSURES OF YOUR CREDIT COSTS

ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate.	FINANCE CHARGE: The dollar amount the credit will cost you.	Amount Financed: The amount of credit provided to you or on your behalf.	Total of Payments: The amount you will have paid after you have made all payments as scheduled.	Total Sale Price: The total cost of your purchase on credit, including your downpayment of:
<u>20.24</u> %	\$ <u>482.52</u>	\$ <u>1410.00</u>	\$ <u>1892.52</u>	\$ <u>356.00</u> \$ <u>2248.52</u>

Your payment schedule will be:		
No. of Pmts.	Amount of Payments	When Payments are Due
36	\$ <u>52.57</u>	Monthly Beginning <u>E</u> <u>1-25-97</u>
	\$	

Security: You are giving a security interest in the goods you are purchasing.

Late Charge: If we receive an instalment 10 days or more after the date it is due, we shall charge you a late charge of the lesser of 5% of the unpaid amount of the instalment or \$25.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

See the Agreement for additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds.

☐ E means an estimate: We estimate the payment due dates as your first payment will be due 30 days after delivery or installation of the goods, and you must make all other payments on the same day of each month thereafter.

NOTICE TO THE BUYER: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THIS AGREEMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY.

YOU ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS CONTRACT AND THAT YOU HAVE READ ALL TERMS INCLUDING THOSE ON THE REVERSE SIDE

Signature of Seller: [Signature] Signature of Buyer 1: [Signature] Signature of Buyer 2: [Signature]**DOOR-TO-DOOR SALE**

If this transaction is a door-to-door or home solicitation sale as defined in the Federal Trade Commission Trade Regulation Rule or state law, YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

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NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

AP 24 KS-2 (55), Ed. 10/94

NOTICE OF CANCELLATION12-20-97
(date of transaction)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a

NOTICE OF CANCELLATION12-20-97
(date of transaction)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

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