

# INSTALLMENT SALES CONTRACT AND MORTGAGE

SALES  
CONTRACT NO. **88729**

15-198484

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 \$ 6473.24 + tax 420.76 = \$ 6894.00  
Total cash price \$ 6894.00 - Cash [total] down payment \$ 3000.00 = Unpaid balance of \$ 3894.00

**ITEMIZATION OF THE AMOUNT FINANCED OF \$ 4169.24 :**

\$ 3894.00 Amount credited to this contract (Same amount as the "Unpaid Balance.")  
\$ 0.00 Amount paid on net balance from prior contract with you (e)  
Amount(s) paid to others on my behalf:  
\$ 82.54 to insurance company for Credit Life insurance \$ 20.00 to public officials for filing/recording fees (e)  
\$ 172.70 to insurance company for Accident and Health insurance \$ 0.00 to (Specify) N/A

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate. <u>15.90</u> %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me. \$ <u>910.36</u>	<b>Amount Financed</b> The amount of credit provided to me or on my behalf. \$ <u>4169.24</u>	<b>Total of Payments</b> The amount I will have paid after I have made all payments as scheduled. \$ <u>5079.60</u>	<b>Total Sale Price</b> The total cost of my purchase on credit, including my down payment of \$ <u>3000.00</u> . \$ <u>8079.60</u>
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My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ <u>169.32</u>	e First payment due approximately 45 days after date of installation.
<u>29</u>	\$ <u>169.32</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 mos.)	Signature
Credit Life	\$ <u>82.54</u>	<u>30</u>	I want credit life insurance. <u>Karen Prouty</u> Signature - Buyer <u>N/A</u> Signature - Co-Buyer
Credit Accident & Health	\$ <u>172.70</u>	<u>30</u>	I want credit accident and health insurance. <u>Karen Prouty</u> Signature - Buyer

**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 \$ 20.00**

**Late Charge:** If a payment is more than ten (10) days late, I will be charged the greater of (a) \$25.00 or 5% of the late payment whichever is less, or (b) the deferral charge permissible for the delinquency period.

**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.**

**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 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.

**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

I HAVE BEEN ORALLY ADVISED THAT I MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. (I HAVE READ THE ACCOMPANYING NOTICE OF RIGHT TO CANCEL FORM FOR AN EXPLANATION OF THIS RIGHT.)

**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 25 day of Nov, 19 94.

BUYER'S "ADDRESS" 120 Chapel City Baldwin City County Douglas

Telephone No. 913-594-4124 State Ks Zip 66006

**THE PACESETTER CORPORATION** (SELLER - MORTGAGEE)

By: Harley D. Schrage (AUTHORIZED OFFICER)

By: Mark S. Ankrom (FACTORY REPRESENTATIVE)  
Mark S. Ankrom

Karen Prouty  
BUYER - MORTGAGOR

Karen Prouty  
BUYER MORTGAGOR - PRINTED NAME Karen Prouty

CO-BUYER - MORTGAGOR

CO-BUYER MORTGAGOR - PRINTED NAME