AFTER RECORDING RETURN TO: 9505 I ST. OMAHA, NEBRASKA 68127 800-333-0275

INDEXED IN CHATTEL MTG. INDEX

Pacesetter Corp. 9505 I St. Omaha, NE 68127-1283

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POTTAWATTAMIE COUNTY, IOWA
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RECORDER
#21.00

Preparer Information FRANCIS T. MAHER 455 S.W. 5TH DES MOINES, IA.. 50309 515-244-7755
Name Street Address City, State, Zip Area Code - Phone

THE PACESETTER® CORPORATION

FOR USE IN THE STATE OF IOWA

INSTALLMENT SALES CONTRACT AND MORTGAGE

THE PACESETTER CORPORATION, A CORPORATION
(THE SELLER/CREDITOR)

SALES CONTRACT NO. 59777

☐ 9505 "I" STREET OMAHA, NEBRASKA 68127 (402) 331-0275

☒ 455 S. W. 5th STREET, SUITE F DES MOINES, IOWA 50309 (515) 244-7755

☐ 2251 52nd AVENUE MOLINE, ILLINOIS 61265 (309) 762-5605

☐ 11-149747

47-376

Sold To Christopher D. & Melody R. Kress
(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 this contract 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 agrees to custom build, deliver & install (2) two Vinylux 6000 series prime picture windows. To include white in color throughout 100% extruded vinyl frame & sash with impact modifiers & U.V stabilizers 7/8" insulated glass with low E, argon gass & swiggle stip seal. Also (1) one, 5000 series sliding Patio door to include white in color electro coated on 6063 T-5 extruded alloy frame with ground & lebridged thermal barrier, 1" insulated glass to be safty glass with low E, argon gas, swiggle strip seal, nylon pyle weather stripping. Sliding fiberglass screen with 6063 T5 alloy frame electro coated white. To include interior wood handle. Door & windows to include muntin bars. Customer has Tel. window brought Buyer understands & agrees that the unpaid balance may be paid at the time of installation as payment in full & buyer is solely responsible for finance charges that begin the day following installation. Customer is responsible for rough opening for the sliding patio door.

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. MK CK

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 particularly 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.

Although this contract provides for a mortgage or other lien against the Buyer's residence, Buyer is advised that Seller has a company policy which provides that the Seller will NOT foreclose on Buyer's home. No action will be taken by Seller which could cause Buyer to lose Buyer's home. Seller will retain any lien it may have against the home until Buyer's contract obligations have been met. Buyer has specific rights and remedies under the law to protect Buyer's home against sale without Buyer's permission, even in the event of default. MK CK

COPYRIGHT THE PACESETTER CORPORATION

ADDITIONAL TERMS

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.

PREPAYMENT AND ACCRUAL OF THE FINANCE CHARGE: Even though I do not have to 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. If the lending institution that buys my contract computes the finance charge 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 if I am charged on a daily basis. If the lending institution does **not** compute the finance charge daily, and if I prepay the whole amount, you will refund to me the unearned portion of the finance charge (interest) by the accounting procedure known as the actuarial method; and the amount of my rebate will be figured on the scheduled dates and amounts of my monthly payment and not on the actual dates and amounts of the prepayments that I pay to you. I know that if I prepay the whole amount, you may collect or retain from me a minimum charge not greater than $7.50. I also know that a refund of less than $1.00 will not be made. I may voluntarily prepay the amount I owe you, in full or in part, at any time. If I make a partial prepayment, 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.

DEFAULT: I will be in default under this contract if: 1. I don't make a 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 on a 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, death 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 while I owe any payment to you; however, I understand that I have to be prevented from working due to such total disability for more than fourteen (14) consecutive days before the insurance benefit is paid back to the first day of my total disability. **I also know that I cannot obtain any insurance from you if I am over 65 years of age today, and I also know that 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.** Due to the maximum amount of coverage stated in the insurance policy, I know that any unpaid amount in excess of the insurance coverage will still have to be paid. If the Installment Sales Contract is prepaid in full prior to the last payment date, any 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.

FOR USE IN THE STATE OF IOWA

INSTALLMENT SALES CONTRACT AND MORTGAGE 11-149747

SALES CONTRACT NO. 59777

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 $ 3548.00 + tax 00.00 = $ 3548.00

Total cash price $ 3548.00 − Cash [total] down payment $ 00.00 = Unpaid balance of $ 3548.00 .

ITEMIZATION OF THE AMOUNT FINANCED OF $ 6068.93 :

$ 3548.00 Amount credited to this contract (Same amount as the "Unpaid Balance.")

$ 1832.00 Amount paid on net balance from prior contract with you. **(e)**

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Amount(s) paid to others on my behalf:

$ 209.23 to insurance company for Credit Life insurance

$ 359.70 to insurance company for Accident and Health insurance

$ 30.00 to public officials for filing/recording fees **(e)**

$ 90.00 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.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.	The total cost of my purchase on credit, including my down payment of $ 00.00 .
16.25 %	$ 2834.47	$ 6068.93	$ 8903.40	$ 8903.40

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	$ 148.39	e First payment due May 1, 1997
59	$ 148.39	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	$ 209.23	60	I want credit life insurance. Christopher D. Kress Signature − Buyer ____ Signature − Co-Buyer
Credit Accident & Health	$ 359.70	60	I want credit accident and health insurance. Christopher D. Kress Signature − Buyer

Security: I am giving you:
1. a security interest in the goods, services and property being purchased, and
2. my real estate and improvements, including my house, at my "Address" designated above.

Filing/Recording fees $ 30.00

Late Charge: If a payment is more than ten (10) days late, I will be charged 5% of the unpaid amount of the installment or $20.00, or the deferral charge to defer the unpaid amount of the installment, 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 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. MK CK

CONSOLIDATION: If I now have a balance due you from a previous purchase, I understand I must continue to make my payments on that obligation until payments begin under this Contract.

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 any of the 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 unearned finance and insurance charges (if any) in accordance with the law. 4. If I prepay the unpaid balance, I may have to pay a minimum charge not greater than $7.50. 5. Each co-signor who is not my spouse acknowledges that such co-signor has signed and delivered to you a statement entitled "Explanation of Co-Signor Obligation" and has received from you a copy of such statement. 6. I understand that this instrument is based upon a home solicitation sale and that this instrument is not negotiable, but I understand that you may assign this contract. 7. 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 15 day of Feb. , 19 97 .

BUYER'S "ADDRESS" 113 Kayle Dr. City Manchester County Delaware

Telephone No. (319) 927-2532 State Ia. Zip 52057

THE PACESETTER CORPORATION (SELLER − MORTGAGEE)

By: Kelly D. Schrager HARLEY D. SCHRAGER (AUTHORIZED OFFICER)

By: Francis T Maher (FACTORY REPRESENTATIVE)

FRANCIS T. MAHER

Christopher D. Kress
BUYER − MORTGAGOR

Christopher D. Kress
BUYER-MORTGAGOR − PRINTED NAME

Melody R. Kress
CO-BUYER − MORTGAGOR

MELODY R. KRESS
Melody R. Kress
CO-BUYER-MORTGAGOR PRINTED NAME

ORIGINAL TO RECORDER

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Pacesetter Corporation, 9505 "I" Street, Omaha, NE 68127,

TO BE RECORDED IN REAL ESTATE RECORDS

Prepared by; Pacesetter Corporartion
and Francis Maher

LEGAL DESCRIPTION

Lot Twenty-Six (26) of Grayson's First Subdivision, a Subdivision of Lot Twelve (12) of Sunrise Acres Addition, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 182.

State of Iowa)
County of Delaware) ss.

Before me on this 15 day of Feb, 19 97.

personally appeared the above designated Buyer(s) -- Mortgagor(s) and acknowledged, voluntarily, the execution of the foregoing instrument.

FRANCIS MAHER
MY COMMISSION EXPIRES
5-4-97

NOTARIAL SEAL IOWA

Notary Public Francis T Maher

Printed Name Francis T Maher State Ia.

My commission expires: May 4, 1997

ACKNOWLEDGMENT OF NOTARY PRESENCE
I (We) hereby confirm that the Notary Public whose name appears within did personally appear, sign, and seal this document in my (our) presence.
Initials: C T Buyer Co-buyer