AFTER RECORDING RETURN TO:

DELAWARE COUNTY IOWA
FILED
1999 JA 19 AM 10: 53
BOOK 199 PAGE 187
DEBORAH L. HEYDON
DELAWARE COUNTY RECORDER
$21.00

Preparer Information (EMS) Pacesetter Corporation (Name) | 9505 "I" Street (Street Address) | Omaha, NE 68127 (City, State, Zip) | (402) 331-0275 (Area Code - Phone)

THE PACESETTER® CORPORATION

FOR USE IN THE STATE OF IOWA
INSTALLMENT SALES CONTRACT, SECURITY AGREEMENT AND MORTGAGE
THE PACESETTER CORPORATION, A CORPORATION
(THE SELLER / CREDITOR)

SALES CONTRACT NO. 68445

☒ 9505 "I" STREET, OMAHA, NEBRASKA 68127, (402) 331-0275
☐ 455 S.W. 5th STREET, SUITE F, DES MOINES, IOWA 50309, (515) 244-7755
☐ 2201 52nd AVENUE, MOLINE, ILLINOIS 61265, (309) 762-5605
☐ 510-23930

Sold To Christopher and Melody Kress
(FULL LEGAL NAMES OF ALL BUYERS)

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

Telephone No. 319-927 2532 State IA Zip 52057

In this Contract the words **I, me,** and **my** refer to the Buyer and Co-Buyer. The words **you** and **your** refer to the Seller. 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 to Custom build, deliver, and install (5) Vinylume 6000 Double Hung windows - color white - with MUNTIN BARS - to be installed as follows: (2) in Upstairs West Bedroom, (2) in Downstairs West Basement, and (1) in Upstairs East Bedroom. All Windows Compute with Low-E Glass, Argon Fill, and Warm Edge Technology as well as All Warranties. Price includes removal of old units and all clean-up and removal of job related debris. Muntin Bars to Match existing units. No other work to be done at this time.

This is a 30 day delayed payment contract.

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.

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, gutters, flooring and blinds will be redone. Siding Products, Flooring and Blinds are warranted separately by the manufacturer of those Products.

REVERSE SIDE: I UNDERSTAND THAT THE ADDITIONAL TERMS AND PROVISIONS PRINTED ON PAGES 2, 3 AND 4 OF THIS INSTALLMENT SALES CONTRACT, SECURITY AGREEMENT AND MORTGAGE ARE A PART OF THIS INSTALLMENT SALES CONTRACT, SECURITY AGREEMENT AND MORTGAGE AND THAT I AM BOUND BY THEM. NOTICE: PROVISIONS PRINTED ON PAGES 2, 3 AND 4 COMPRISE ADDITIONAL TERMS LIMITING SELLER'S WARRANTY OBLIGATION.

ORIGINAL FINANCIAL INSTITUTION

ADDITIONAL TERMS

LIMITED WARRANTY: Except as expressly provided otherwise in the LIMITED WARRANTY; all products are sold AS IS. 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. WHERE PERMITTED BY STATE LAW, ALL IMPLIED WARRANTIES ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

BUYER, READ THE SEPARATE "LIMITED WARRANTY" WHICH IS A SEPARATE WRITTEN INSTRUMENT PERTAINING SOLELY TO PRODUCTS SOLD, MANUFACTURED AND/OR INSTALLED BY THE PACESETTER CORPORATION AND WHICH "LIMITED WARRANTY" HAS BEEN DELIVERED TO EACH RESPECTIVE BUYER IN CONNECTION WITH THIS SALE.

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 form time to time. If I make a partial prepayment, I must continue to make my regular payments until I have paid all amounts owed. I know that the finance charge will be computed daily, so it will be less if I make an early payment and higher if I pay late. The amounts shown on page 2 for the Finance Charge, Total of Payments and the Total Sale Price are based on the assumption that you will receive each of the payments exactly on its due date. I know that there will be no refund of finance Changes if I prepay, because the Finance Charge is calculated on a simple interest basis. I also understand that no refund of an amount less than $1.00 will be made.

MINIMUM FINANCE CHARGE: I agree that I may be charged a Minimum Finance Charge of $5.00 when the Amount Financed does not exceed $75.00, and $7.50 when the Amount Financed exceeds $75.00.

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 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 will begin to run on the date that I sign the Completion Certificate. The amount of finance charge 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.

COLLECTION COSTS: If I am in default under this Contract, and you hire an attorney who is not one of your regular salaried employees to assist you in collecting the amount I owe, I agree to pay you for your reasonable attorney's fees as well as any other related expenses such as court costs, title searches and amounts you expend to protect your security, if you are allowed to collect such amounts 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 then owe you under this contract payable at once. I agree to pay you interest on that amount at the annual percentage rate shown on page 2 until the amount I owe you is paid.

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 may dispose of them.

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 finance charge than the law permits, then you will only have the right to collect from me the amount of finance charge which the law allows you to collect.

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 here is any conflict in the coverage or the language of the certificate of insurance and the separate Notice of Proposed Insurance that I am covered only to the extent stated in the Notice of Proposed Insurance. I also know that I have insurance coverage only if I have been charged for it.

FOR USE IN THE STATE OF IOWA

INSTALLMENT SALES CONTRACT, SECURITY AGREEMENT AND MORTGAGE

SALES CONTRACT NO. 68445

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 and the Finance Charge in accordance with the payment schedule below.

510 - 23930

SUMMARY OF SALE: Base cash price $ 4053.36 + tax 00.00 = $ 4053.36

Total cash price $ 4053.36 - Cash [total] down payment $ 00.00 = Unpaid balance of $ 4053.36.

ITEMIZATION OF THE AMOUNT FINANCED OF $ 7760.00 :

$ 4053.36 Amount credited to this contract (Same amount as the "Unpaid Balance.")

$ 3706.64 Amount paid on net balance from prior contract with you. **(e)**

Amount(s) paid to others on my behalf:

$ 00.00 to insurance company for Credit Life insurance

$ 00.00 to insurance company for Accident and Health insurance

$ 00.00 to public officials for filing/recording fees **(e)**

$ 00.00 to (Specify) N/A

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	**FINANCE CHARGE** The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.	Total Sale Price The total cost of my purchase on credit, including my down payment of $ 00.00.
14.81 %	$ 3995.44	$ 7760.00	$ 11755.44	$ 11755.44

My payment schedule will be:

Number of Payments	Amount of Payments	~~When Payments are Due~~ 1st of Month
1st Payment	$ 163.27	e First Payment due April 1st, 1999
71	$ 163.27	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	$ N/A	N/A	I want credit life insurance. ⊗ Signature – Buyer N/A Date ⊗ Signature – Buyer N/A Date
Credit Accident & Health	$ N/A	N/A	I want credit accident and health insurance. ⊗ Signature – Buyer N/A Date

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 on page 1.

Filing/Recording fees $ 00.00

Returned Check Charge: I will be charged $20.00 for any check I give you which is returned unpaid by the bank or other financial institution.

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: If and only if the Amount Financed is $1000.00 or more, I hereby convey and mortgage to you, as Mortgagee, my real estate at my "Address" on Page 1 and more particularly described on page 3 (reverse side) of this contract as security for all amounts due to you under this Installment Sales Contract, Security Agreement and Mortgage. I hereby authorize you to obtain and insert the legal description of my real estate hereon at a later time.

⊗ CK Buyer ⊗ MK Co-Buyer

SELLER WILL NOT INITIATE A FORECLOSURE OR SIMILAR ACTION WHICH COULD CAUSE BUYER TO LOSE BUYER'S HOME, EVEN IN THE EVENT OF DEFAULT. SELLER MAY RETAIN A LIEN AGAINST THE HOME UNTIL BUYER'S CONTRACT OBLIGATIONS HAVE BEEN MET.

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 payment begin under this Contract.

NOTICE TO THE BUYER

1. This contract should not be signed before being read by the Buyer. 2. You are entitled to a copy of this contract at the time you sign it. 3. You may pay off the full balance due under this contract at any time, without penalty, and in so doing you may be entitled to a rebate of the unearned finance and insurance charges (if any) in accordance with the law. 4. If you prepay the unpaid balance, you may have to pay a minimum finance charge not greater than $7.50. 5. Each co-signer who is not your spouse acknowledges that such co-signer has signed and delivered to me a statement entitled "Notice to Co-Signer" and has received from me a copy of such statement. 6. This instrument is based upon a home solicitation sale and is not negotiable, but you understand that I may assign this contract

BUYER'S RIGHT 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 at the time of execution 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 19th day of December, 98.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

THE PACESETTER CORPORATION (SELLER-MORTGAGEE)

By: Shelly D. Schuyler (AUTHORIZED OFFICER)

BY: (FACTORY REPRESENTATIVE)

JAMES DRAPER

⊗ Christopher A Kress
BUYER - MORTGAGOR CHRISTOPHER KRESS

Christopher Kress
BUYER-MORTGAGOR-PRINTED NAME

⊗ Melody Kress
CO-BUYER-MORTGAGOR MELODY KRESS

Melody Kress
CO-BUYER-MORTGAGOR-PRINTED NAME

ORIGINAL FINANCIAL INSTITUTION

PACESETTER CORPORATION
9505 I STREET
OMAHA NE 68127-1283

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)
) ss.
County of Delaware)

On this 9th day of December, A.D. 19 98, before me, the undersigned, a Notary Public in and for said County and State personally appeared Christopher and Melody Kress to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

James A Draper
Print Name
Notary Public in and for the State of Iowa

JAMES A. DRAPER
MY COMMISSION EXPIRES
7-2000

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: ⊗CK Buyer ⊗MK Co-Buyer