This FINANCING STATEMENT is presented to THE FILING OFFICER for filing for record in the real estate records:

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
Sposeto, Frank T, Maschele K P.O. Box 248 Truro, Iowa 50257	DialPlan Inc. 619 Grand Des Moines, Iowa 50309	FILED NO. 1655 BOOK 2 PAGE 267 UCC Rec. 1981 MAY -7 AM 10:48 MARY E. WELTY RECORDER MADISON COUNTY, IOWA Fee $4.00

4 This Financing Statement covers the following types or items of property:

5 Name and Address of Assignee

1- Culligan Water Conditioner Mark 40 F.S.

For Termination see U.C.C. Rec. 2-292

6 Check appropriate box(s) The above goods are or are to become fixtures on ☒ The above timber is standing on ☐ The above minerals or the like (including oil and gas) or mineral accounts will be financed at the wellhead or minehead located on ☐ (Describe real estate below. See instruction #4):

Lot 4, Block 1, of ATKINSION DIVISION of Truro, Madison County, Iowa

The name of a record owner is Sposeto, Frank T

7 ☐ Products of collateral are covered.

8

Signature of Debtor

Signature of Debtor

Type or Print all names (Iowa Code 335.2)

Type or Print all names (Iowa Code 335.2)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), 9-408 and 11105, and must be identified when substituted.

Form Approved (7-1-76) By: MELVIN D. SYNHORST, Secretary of State

1. FILING OFFICER COPY—ALPHABETICAL

834 L77 IA

RETAIL INSTALMENT CONTRACT

appvn

BRANCH ORIGINAL

BUYERS NAMES: Last Name SPOSETO First Name FRANK Middle Initial T
Last Name SPOSETO First Name MARCHELE Middle Initial K

Street Address: P.O. BOX 248

City: TRURO State Abbr. IA Zip 50257

Executed At: TRURO IA. (City and State)

Seller: CULLIGAN WATER (Dealer's Name)

Seller's Address: 111 1ST West Des Moines IA 50265 (Street, City, State, Zip)

By: Stan Evenson (Owner, Officer, or Firm Member) Date of Contract 9/5/79

DELINQUENCY CHARGE: If any part of a scheduled instalment is more than 10 days delinquent, Seller may charge a delinquency charge equal to 1½% of that portion of the instalment that is delinquent or $5.00 whichever is less.

REBATE UPON PREPAYMENT IN FULL: Rebate of unearned portion of finance charge upon prepayment in full is computed by applying the Annual Percentage Rate stated hereon, according to the actuarial method, to the unpaid balances and time remaining, as originally scheduled for the period following prepayment, subject to a minimum earned charge of $5.00 (or the entire Finance Charge if the Finance Charge is less than $5.00) if the Amount Financed is $75.00 or less, or $7.50 (or the entire Finance Charge if the Finance Charge is less than $7.50) if the Amount Financed exceeds $75.00. No rebate is made if unearned portion of finance charge is less than $1.00. Minimum earned charge not applicable if this contract is refinanced and consolidated with another contract between Buyer and Seller.

SELLER IS GRANTED SECURITY INTEREST IN FOLLOWING PROPERTY

DESCRIPTION OR ARTICLES	SERIAL NO.	CASH PRICE INCLUDING SALES TAX
Mark 40	F.S	$895.00
	TAX	$ 26.85
		$
		$
		$

1. CASH PRICE (Total)		$821.85
2. A. CASH DOWNPAYMENT .... $ 26.85		
B. TRADE-IN ..... $ (Description)		
TOTAL DOWNPAYMENT (A & B) (Deduct)		$ 26.85
3. UNPAID BALANCE OF CASH PRICE, UNPAID BALANCE AND AMOUNT FINANCED		$895.00
4. **FINANCE CHARGE**		$300.20
5. TOTAL OF PAYMENTS (3 & 4)		$1195.20
6. DEFERRED PAYMENT PRICE (2 & 5)		$1222.05
7. **ANNUAL PERCENTAGE RATE**		14.98 %

8. 48 monthly payments of $ 24.90 due beginning one month from the date of contract and the same day of each month thereafter until fully paid.

Pursuant to the terms and conditions herein and on the reverse side hereof the Seller hereby sells, and the Buyer hereby purchases the above described property and agrees to pay to Seller the Total of Payments shown in item 5 payable per item 8.

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.

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

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.

Buyer Acknowledges Receipt of a Copy of this Contract

BUYER (X) Frank T Sposeto II

BUYER (X) Marchele K. Sposeto

(To detach, tear along perforation)

NOTICE OF CANCELLATION

9/5/79 (Date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE 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 CANCELED.

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 TELEGRAM, TO Culligan (Name of seller), AT 111 7ST WDM (Address of seller's place of business) IA 50265

NOT LATER THAN MIDNIGHT OF 9/10th/79 (Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date) (Buyer's Signature)

TERMS AND CONDITIONS

Buyer agrees to pay to Seller the Total of Payments shown in item 5 herein, payable per item 8 at Seller's office or place designated by Seller's assignee. For the purpose of determining payment due dates, a month is from any date in a month to the corresponding date in the next month but if there is no such date then to the last day of the next month.

Default hereunder as defined in Section 5.109 of the Iowa Consumer Credit Code, and subject to Sections 5.110 and 5.111 of said Code, shall, at the option of the holder hereof and without notice or demand unless required by law, render the entire sum remaining unpaid at once due and payable, less any required rebate of finance charge. On each instalment which is delinquent for not less than 10 days, Buyer will pay a delinquency charge equal to 1½% of that portion of the instalment that is delinquent or $5.00 whichever is less.

Title to said property remains in the Seller until this contract is fully performed and during that time Buyer will not sell or encumber the property. Buyer may possess the property until default as defined in Section 5.109 of the Iowa Consumer Credit Code shall exist hereunder, When such default exists, *and subject to the Iowa Consumer Credit Code, the Seller may recover a judgment for the balance due without retaking the property, or without notice* or demand unless required by law take possession of any or all of said property and, except as limited by the Uniform Commercial Code, retain all sums paid hereunder, as compensation for the use and depreciation of said property and as liquidated damages; or the Seller may utilize any one or more of the remedies provided in Article 9, Part 5 of the Uniform Commercial Code. If the Seller sells the property after retaking it, the proceeds of such resale shall be applied (1) to the payment of any expenses of retaking, storing, repairing and selling such property, and (2) to the satisfaction of the Total of Payments due. Any sum remaining after the satisfaction of such claims shall be paid to the Buyer. If such claims are not satisfied from the proceeds of resale, Buyer agrees to pay the deficiency. Where permitted by law, the Seller may enforce any one or more of the remedies hereunder successively or concurrently and any such action shall not prevent Seller from pursuing any remedy hereunder.

It is agreed that any property sold hereunder shall remain personalty and not become a fixture, whether or not attached to realty. Seller waives all liens on any real property used or to be used as Buyer's principal residence. This debt is incurred primarily for a personal, family, household or agricultural purpose. Buyer authorizes Seller to communicate with his or her spouse concerning this debt.

Upon prepayment in full of this contract, a rebate of unearned finance charge shall be made as stated on the reverse side hereof.

Buyer authorizes Seller to retain the original of this contract after it has been paid in full in order to establish compliance with disclosure laws. Any assignee of this contract shall have all rights and benefits of the Seller.

SELLER'S ASSIGNMENT AND WARRANTY

FOR VALUE RECEIVED, the undersigned does hereby sell and assign on 9-5, 19 79, to

DialPlan Financial Services, Inc.-#219

(Full Corporate Name and Address)

or order, all right, title and interest in and to the contract set forth above and on the reverse side hereof and the property covered thereby and authorizes said assignee, or order, to do every act and thing necessary to collect and discharge the same, including the right to endorse any check or draft payable to the undersigned in connection with this obligation.

We shall have no authority, without assignees prior written consent to accept collections or receipts or consent to the return of the property or equipment or modify the terms of this contract.

WITHOUT RECOURSE

This assignment is made WITHOUT RECOURSE, except as to the following warranties and representations made by the Seller, to-wit: That the said contract is a bona fide one and was actually executed by the person named therein as Buyer; that said Buyer was of legal age and competent to execute said contract at the time of the execution thereof; that the property which is the subject of said contract is truly and accurately described therein; that said property has been delivered into the possession of said Buyer; that the amount recited in said contract as having been received upon the signing thereof as part of the purchase price of said property was actually paid in cash and/or by property received in trade, at no more than its actual cash value; that Seller has complied with all applicable federal and state laws in connection with said contract; that said contract is not subject to right of cancellation by the Buyer; that the Seller has the full and complete title to said property *subject only to the rights of said Buyer which exist by virtue of said contract; that the amount owed upon* said contract at the time of its execution is correctly stated therein; that there are no defenses with respect to the said contract such as set-offs, counterclaims, lack of consideration, fraud, forgery, and alteration; that there have been no representations or warranties made to said Buyer which are not contained in said contract.

Should any of the foregoing representations or warranties be false, then we agree to purchase on demand from said assignee said contract for the amount of the then unpaid balance on said contract. We consent to extensions of payments or alterations of said contract which may be made by the assignee.

SELLER Gilligan Lustig Corporation Dba

(Corporate Firm or Trade Name of Dealer)

By [signature]

(Owner, Officer or Firm Member)

WITH RECOURSE

The undersigned **GUARANTEES** the within contract and the property described therein subject only to the rights of the Buyer set forth in said contract. We guarantee the payment of all amounts due and to become due by the terms of said contract, and all costs, including reasonable attorney's fees, incurred in collecting the money or attempting the collection thereof, or the enforcement of any rights under said contract or under this **GUARANTY**, and we hereby consent that extension as to the *time of payment may be made to the Buyer, either* before or after, maturity and hereby waive all statutes of limitations.

The undersigned waives notice of non-payment and non-performance.

SELLER

(Corporate Firm or Trade Name of Dealer)

By

(Owner, Officer or Firm Member)

834 L77 IA **(SIGN UNDER APPLICABLE PROVISION)**