



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

TO BE RECORDED IN REAL ESTATE RECORDS  
SALES CONTRACT NO. 32779

63 COLLEGE AVENUE  
DES MOINES, IOWA 50314  
(515) 244-7755

# 1213

Sold To Harvey Van + Janet R. Aldridge Date Of This Contract 10-31-89  
(FULL LEGAL NAME OF ALL BUYERS)

"Address" Box 37 City Patterson State Iowa Zip 50218 Telephone No. 515-462-4060

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 below that each will be responsible for all promises made and for paying the obligation(s) in full; you may collect against one or any. This contract covers my purchase of products manufactured and/or distributed and installed by The Pacesetter Corporation. You have quoted me a Cash Price and a Total Sale Price. The Total Sale Price is the total cost of the products and services if I buy on credit. I now choose to buy, and you agree to sell, for the Total Sale Price, set forth below, the products and services described below. 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 which is disclosed below. I also agree to all of the other terms on both sides of this contract. Only products manufactured by The Pacesetter Corporation are covered by the 10 year Limited Warranty. No exterior or interior trim, painting or staining, will be provided unless specified in this Contract.

Pacesetter Products To Custom Build and Install (9) Nine Double Hung and (2) Two Slider Vinylux 6000 Series Prime Windows, No Storm Windows Included, Full Screens included. To All Include Low E. Glass 1 3/8" insulation Glass.

Pacesetter Products To Haul Away Old Units. All To Be Almond in Color.

LEGAL DESCRIPTION: The as described and services are to be installed and placed upon the "Address" designated above, and the legal description for such "Address" is: See attached 2nd page

If Legal Description is not available at the time this contract is executed, Buyer grants Seller the right to obtain and insert the Legal Description at a later date.

SUMMARY OF SALE: Base cash price \$ 6118.00 + tax 00.00 + additional warranty/service coverage 00.00 = \$ 6118.00

Total cash price, \$ 6118.00 - Cash [total] down payment \$ 00.00 = Unpaid balance of \$ 6118.00

ITEMIZATION OF THE AMOUNT FINANCED OF \$ 7066.63 :

- \$ 6118.00 Amount credited to this contract (Same amount as the "Unpaid Balance.")
- \$ 00.00 Amount paid on net balance from prior contract with you.
- Amount(s) paid to others on my behalf:
  - \$ 933.63 to insurance company for Credit Life insurance
  - \$ 00.00 to insurance company for Accident and Health insurance
  - \$ 00.00 to insurance company for Property Damage insurance
  - \$ 10.00 to public officials for filing/recording fees
  - \$ 5.00 to (Specify) Release

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate. <u>17.39%</u>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me. <u>\$ 5283.05</u>	<b>Amount Financed</b> The amount of credit provided to me or on my behalf. <u>\$ 7066.63</u>	<b>Total of Payments</b> The amount I will have paid after I have made all payments as scheduled. <u>\$ 12,349.68</u>	<b>Total Sale Price</b> The total cost of my purchase on credit, including my down payment of <u>\$ 00.00</u> <u>\$ 12,349.68</u>
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My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ <u>147.02</u>	Estimated to be <u>45</u> days after the date of the Completion Certificate.
<u>83</u>	\$ <u>147.02</u>	All subsequent installments on the same day of each consecutive month until paid in full.

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

Filing/Recording fees \$ 15.00

Late Charge: If a payment is more than ten (10) days late, I will be charged \$5.00 or 1 1/2% of the late payments, whichever is greater.

Prepayment: If I pay off early, I may have to pay a penalty, and I may be entitled to a refund of part of the finance charge.

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>933.63</u>	<u>84</u>	I want credit life insurance. <u>Harvey Van Aldridge</u> Signature - Buyer <u>Janet R. Aldridge</u> Signature - Co-Buyer
Credit Accident & Health	\$ <u>00.00</u>	<u>0</u>	I want credit accident and health insurance. Signature - Buyer

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.

Ⓢ means an estimate.

Property insurance is required, and I may obtain such insurance from anyone I want who is acceptable to you or I may provide it through an existing policy. If I obtain this insurance through you, I will pay \$ 00.00 for 60 months of coverage.

RELEASED 1-12-98 SEE  
RECORD 195 PAGE 203

NOT RECORDED

REVERSE SIDE: I UNDERSTAND THAT THE ADDITIONAL TERMS AND PROVISIONS PRINTED ON THE REVERSE SIDE OF THIS INSTALLMENT SALES CONTRACT ARE PART OF THIS INSTALLMENT SALES CONTRACT AND THAT I AM BOUND BY THEM IN THE SAME MANNER AS IF THEY WERE PRINTED ON THE FRONT OF THIS VE INSTALLMENT SALES CONTRACT. NOTICE: PROVISIONS PRINTED ON REVERSE SIDE 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 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 reb 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 grea 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-Sign 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 instrumen 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 or repossess goods purchased under this contract.

**BUYER'S RIGHT TO CANCEL**

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 31 day of October, 19 89 at (city) Patterson, State of Iowa

THE PACESETTER CORPORATION (SELLER - MORTGAGEE)

By: Harley D. Schager (AUTHORIZED OFFICER)  
Harley D. Schager

By: BJ Goodyk (FACTORY REPRESENTATIVE)  
BJ Goodyk

State of Iowa \_\_\_\_\_ ) ss.  
County of Madison )

My commission expires: 8-16-92

B. J. GODDYK  
MY COMMISSION EXPIRES  
8-16-92

Harvey Van Aldridge  
BUYER - MORTGAGOR  
Harvey Van Aldridge

Janet R. Aldridge  
CO-BUYER - MORTGAGOR  
Janet R. Aldridge

Before me on this 31 day of October, 19 89

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

Notary Public BJ Goodyk B. J. Goodyk  
11 day of December 19 89 at 8:30 PM

STATE OF IOWA, ss. Inst. No. 1213 Filed for Record this 11 day of December 19 89 at 8:30 PM  
MADISON COUNTY, Book 154 Page 368 Recording Fee 10.00 Mary E. Welty, Recorder, By M Welty Deputy

Compared

The West 80 feet of all that part of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying South of the South line of the public highway known as Iowa Primary Road #92 and North of the right-of-way formerly used by the Chicago, Rock Island and Pacific Railway Company.