

FOR USE IN THE STATE OF IOWA  
**INSTALLMENT SALES CONTRACT AND MORTGAGE**

PAGE 2 OF 4

SALES CONTRACT NO. **50395**

11-131554

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 \$ 2750.00 tax 00.00 = \$ 2750.00

Total cash price \$ 2750.00 - Cash [total] down payment \$ 300.00 = Unpaid balance of \$ 2450.00.

**ITEMIZATION OF THE AMOUNT FINANCED OF \$ 2813.63 :**

\$ 2450.00 Amount credited to this contract (Same amount as the "Unpaid Balance.")  
 \$ 00.00 Amount paid on net balance from prior contract with you. (e)  
 Amount(s) paid to others on my behalf: \$ 10.00 to origination fee  
 \$ 165.34 to insurance company for Credit Life insurance \$ 11.00 to public officials for filing/recording fees  
 \$ 171.29 to insurance company for Accident and Health insurance \$ 6.00 to (Specify) release

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 \$ <u>300.00</u> .
<u>17.50 %</u>	\$ <u>1425.97</u>	\$ <u>2813.63</u>	\$ <u>4239.80</u>	\$ <u>4539.80</u>

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ <u>70.66</u>	e First payment due approximately <u>90</u> days after date of installation.
<u>59</u>	\$ <u>70.66</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>165.35</u>	<u>60</u>	I want credit life insurance. <u>Richard W. Fairholm</u> Signature - Buyer
Credit Accident & Health	\$ <u>171.29</u>	<u>60</u>	I want credit accident and health insurance. <u>Richard W. Fairholm</u> Signature - Buyer

**Security:** I am giving you:

- a security interest in the goods, services and property being purchased, and
- my real estate and improvements, including my house, at my "Address" designated above.

Filing/Recording fees \$ 17.00

**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, 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 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 6 day of Oct, 19 94.

BUYER'S "ADDRESS" 315 W. South City Winterset State IA Zip 50273

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

By: Harley D. Schragaer  
 (AUTHORIZED OFFICER)  
 By: Penny G. Ricchio  
 (FACTORY REPRESENTATIVE)  
 PENNY G. RICCHIO

Richard W. Fairholm  
 BUYER - MORTGAGOR  
 RICHARD V. FAIRHOLM  
 BUYER - PRINTED NAME  
Luella Fairholm  
 CO-BUYER - MORTGAGOR  
 LUELLEA FAIRHOLM  
 CO-BUYER - PRINTED NAME

7022 SM-101-IA-D/IC PAGE 2 ORIGINAL FINANCIAL INSTITUTION

RELEASED 11-4-94 SEE  
 MORTGAGE RECORD 174 PAGE 573

*filing on back side*

*Re-Recorded see  
 mtg. Rec. 174-565  
 11-3-94*

AFTER RECORDING RETURN TO:

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TO BE RECORDED IN REAL ESTATE RECORDS

LEGAL DESCRIPTION

Lot 6 Block 34 Original, Madison  
County Iowa

State of Iowa }  
County of Madison } ss.

Before me on this 6 day of Oct, 19 94  
personally appeared the above designated Buyer(s) - Mortgagor(s) and acknowledged,  
voluntarily, the execution of the foregoing instrument.

Notary Public Penny G. Ricchio

Printed Name Penny G. Ricchio State IA

My commission expires: 5-3-96

COMPUTER   
RECORDED   
COMPARED

FILED NO. 1125  
BOOK 174 PAGE 423  
94 OCT 24 AM 10:48  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 10.00  
AUD \$ 1.00  
R.M.F. \$ 1.00

*Pacetti Corp - Encl*