



FOR USE IN THE STATE OF NEVADA
 INSTALLMENT SALES CONTRACT AND DEED OF TRUST
 THE PACESETTER CORPORATION
 (THE SELLER/CREDITOR)

PAGE 1 OF 4
 TO BE RECORDED IN REAL ESTATE RECORDS
 SALES
 CONTRACT NO. 7079

STATE OF NEVADA
 CONTRACTOR'S LICENSE NOS. 0029448 AND 0029600

10461 OLD PLACERVILLE ROAD, SUITE 170
 SACRAMENTO, CALIFORNIA 95827
 (916) 364-0671

625 MARGRAVE DRIVE, SUITE 201
 RENO, NEVADA 89502
 (702) 828-1846

Sold To David J. and Barbara E. Marchand
 (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. Under the Deed of Trust statutes, I am also known as the "Trustor," and you are referred to both as the "Beneficiary" and as the "Trustee". 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. The product specifications will be provided to Buyer before commencing any work and this contract is subject to Buyer's separate written and dated approval of the specifications.

The Pacesetter Corporation will custom build, ship and install the following:

(3) Each TB 5000 (PWS) Picture replacement windows with low-E glass and argon gas. All colors to be in brown.

(2) Each TB 5000 (DH5) Double Hung replacement windows with low-E glass and argon gas and full screen. All colors to be in brown.

(3) Each Hunter Douglas country woods blinds to be installed in the master bedroom. Style to be #804, golden oak. To be mounted inside window sills.

All windows covered by Pacesetter's limited 10 year non-prorated transferrable warranty. Blinds covered by Hunter Douglas's limited lifetime warranty. Installation subject to Pacesetter schedule. All costs complete.

FOR RECORDER'S USE ONLY

The Products are to be installed at the "Address" stated on page 2 unless a different address is stated here:

same as on page 2.

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

0411296

BK0497PG4034

ADDITIONAL TERMS

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 I make a partial prepayment, I must continue to make my regular payments until I have paid all amount 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 Charges 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.

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.

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. Where permitted by state law, all implied warranties are excluded, including 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 MANUFACTURED PRODUCTS OF THE PAGESSETTER CORPORATION AND WHICH "LIMITED WARRANTY" HAS BEEN DELIVERED TO EACH RESPECTIVE BUYER IN CONNECTION WITH THIS SALE.

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 of this contract and you demand full payment, I understand that you may send it to an attorney for collection and enforcement. If you do so, I agree to pay your reasonable attorneys' fees plus any court costs and expenses incurred by you, that is, 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 under this contract payable at once.

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.

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 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 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 by me. 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.

INSTALLMENT SALES CONTRACT AND DEED OF TRUST

SALES CONTRACT NO. **7079**

You (Seller/Beneficiary/Trustee) have quoted me (Buyer[s]/Truor[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.

SUMMARY OF SALE: Base cash price \$ 5153.00 + tax 0.00 = \$ 5153.00

Total cash price \$ 5153.00 - Cash [total] down payment \$ 260.00 = Unpaid balance of \$ 4893.00

ITEMIZATION OF THE AMOUNT FINANCED OF \$ 5013.00 :

- \$ 4893.00 Amount credited to this contract (Same amount as the "Unpaid Balance.")
- \$ 0.00 Amount paid on net balance from prior contract with you. (e)
- Amount(s) paid to others on my behalf:
- \$ 0.00 to insurance company for Credit Life insurance
- \$ 0.00 to insurance company for Accident and Health insurance
- \$ 23.00 to public officials for filing/recording fees (e)
- \$ 97.00 to (Specify) Title Search & Release fees

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. <u>16.64</u> %	FINANCE CHARGE The dollar amount the credit will cost me. \$ <u>3504.60</u>	Amount Financed The amount of credit provided to me or on my behalf. \$ <u>5013.00</u>	Total Of Payments The amount I will have paid after I have made all payments as scheduled. \$ <u>8517.60</u>	Total Sale Price The total cost of my purchase on credit, including my down payment of \$ <u>260.00</u> . \$ <u>8777.60</u>
--	--	---	---	--

My payment schedule will be: X DM X BEM

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ <u>101.40</u>	e First payment due <u>June 6, 1997</u>
<u>83</u>	\$ <u>101.40</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>0.00</u>		I want credit life insurance. Signature - Buyer <u>N/A</u> Signature - Co-Buyer <u>N/A</u>
Credit Accident & Health	\$ <u>0.00</u>		I want credit accident and health insurance. Signature - Buyer <u>N/A</u>

Security: I am giving you:
1. a security interest in the goods, services and property being purchased, and
2. a Deed of Trust on my real estate at my "ADDRESS" below and legally described on page 3 hereof.

Filing/Recording fees \$ 23.00
Late Charge: If a payment is more than ten (10) days late, I will be charged 8% of the late payment or \$2.00, whichever is greater, but not more than \$15.00.
Returned Check: I will be charged \$25.00 for any check I give you which is returned unpaid by the bank or 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.

DEED OF TRUST: As security for this contract, I convey to you, in trust my real estate and improvements on it, including my house, all of which is commonly referred to and is located at my "Address" designated below. This Deed of Trust protects you if I do not pay this contract as promised, or if I break any other promise made on either side of this contract. The following covenants, numbers 1, 2, 3, 4, 5, 6, 7 and 8 of NRS107.030, are hereby adopted and made a part of this Deed of Trust and the dollar amounts and rates of interest specified herein shall be controlling in reference to such covenants. X DM Buyer & BEM 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 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 DEED OF TRUST ARE A PART OF THIS INSTALLMENT SALES CONTRACT AND DEED OF TRUST 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. DO NOT SIGN THIS CONTRACT BEFORE READING IT OR IF IT CONTAINS BLANK SPACES. 2. I AM ENTITLED TO A COPY OF THE CONTRACT I SIGNED. 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). 4. I UNDERSTAND THAT THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE AND THAT THIS INSTRUMENT IS NOT NEGOTIABLE.

BUYER'S RIGHT TO CANCEL

IF I DECIDE I DO NOT WANT THE GOODS OR SERVICES, I MAY CANCEL THIS AGREEMENT BY MAILING A NOTICE TO YOU. THE NOTICE MUST SAY THAT I DO NOT WANT THE GOODS OR SERVICES AND MUST BE MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER I SIGN THIS AGREEMENT. THE NOTICE MUST BE MAILED TO: THE PACESETTER CORPORATION AT 10461 OLD PLACERVILLE ROAD, SUITE 170, SACRAMENTO, CALIFORNIA 95827.

IN WITNESS WHEREOF, this Installment Sales Contract and Deed of Trust has been signed on this 12 day of April, 1997.

BUYER'S "ADDRESS" 1428 Patricia Dr. City Gardnerville County Douglas
Telephone (702) 265-5371 State Nevada Zip 89410

THE PACESETTER CORPORATION (SELLER - BENEFICIARY - TRUSTEE)

By: Holly D. Schaefer (AUTHORIZED OFFICER)

By: Randy Milne (FACTORY REPRESENTATIVE)

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.

By: David J. Marchand BUYER - TRUSTOR

By: David J. Marchand BUYER-TRUSTOR - PRINTED NAME

By: Barbara E. Marchand CO-BUYER - TRUSTOR

By: Barbara E. Marchand CO-BUYER-TRUSTOR - PRINTED NAME

0411-296
BK0497PG4036

WHEN RECORDED, MAIL TO:

284-6475

County Recorder _____

By Deputy _____

LEGAL DESCRIPTION

**LOT 768 AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORDS
IN THE OFFICE OF THE COUNTY RECORDS OF DOUGLAS COUNTY, NEVADA, ON MARCH 27, 1974
AS DOCUMENT NO. 72456.**

State of Nevada }
County of Douglas } ss.

On this 12 day of April, 19 97, Barbara Masland personally appeared before me, whom I know to be the person who signed this jurat of a subscribing witness while under oath, and swears s/he was present and witnessed _____ sign his/her/their name(s) to the above document.

(Signature of subscribing witness)

Signed and sworn to before me on _____, 19 _____, by _____

L. R. Leonard
(Signature of notarial officer)

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: LM Buyer BM Co-buyer

I do hereby certify that the within instrument was filed and recorded at request of _____

on _____ at _____ M., Docket _____

Page _____ Records of _____ County, Nevada

WITNESS my hand and official seal the day and year first above written.



This instrument was prepared by The Pacesetter Corporation, a Corporation, 4343 South 96th Street, Omaha, Nebraska 68127.

0411296

BK0497PG4037

COPY

REQUESTED BY
Pacesetter Corp
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 APR 25 11:49

LINDA SLATER
RECORDER
\$ 11.00 PAID k2 DEPUTY

0411296

BK0497PG4038