



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. 9223

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

APN: 21-082-06

10461 OLD PLACERVILLE ROAD, SUITE 170  
 SACRAMENTO, CALIFORNIA 95827  
 (916) 364-3900

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

Sold To Robert W. Hicken + Christine S. Mattos  
 (FULL LEGAL NAMES OF ALL BUYERS)

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 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 obligations(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 the Buyer before commencing any work and this contract is subject to Buyer's separate written and dated approval of the specifications.

*Pacesetter agrees to provide + install in place of existing windows - as follows.*

*(2) DH5 Double Hung windows in Kitchen  
 (2) SL5 Sliders (1) Dining room (1) Front bed room  
 all windows to be white in color + to include  
 Muntin Bars - Double low E glass - with argon gas +  
 Pacesetter's warm edge tec.  
 Work to be @ pacesetter's scheduling - approx  
 4 to 6 weeks*

*12 yr anniversary payment extension will  
 be in effect.*

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

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.

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# INSTALLMENT SALES CONTRACT AND DEED OF TRUST

SALES CONTRACT NO. **9223**

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

**SUMMARY OF SALE:** Base cash price \$ 4260.00 + tax 0000 = \$ 4260.00

Total cash price \$ 4260.00 - Cash [total] down payment \$ 2600.00 = Unpaid balance of \$ 4000.00

### ITEMIZATION OF THE AMOUNT FINANCED OF \$ 4100.00 :

- \$ 4000.00 Amount credited to this contract (Same amount as the "Unpaid Balance.")
- \$ 0000 Amount paid on net balance from prior contract with you. (e)
- Amount(s) paid to others on my behalf:
- \$ 0000 to insurance company for Credit Life insurance
- \$ 0000 to insurance company for Accident and Health insurance
- \$ 10.00 to public officials for filing/recording fees (e)
- \$ 9000 to (Specify) Lat Fee

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate. <u>12.90 %</u>	The dollar amount the credit will cost me. <u>\$ 2146.24</u>	The amount of credit provided to me or on my behalf. <u>\$ 4100.00</u>	The amount I will have paid after I have made all payments as scheduled. <u>\$ 6246.24</u>	The total cost of my purchase on credit, including my down payment of \$ <u>260.00</u> . <u>\$ 6506.24</u>

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ <u>74.36</u>	e First payment due <u>10th</u> <u>May 10 2000</u>
<u>83</u>	\$ <u>74.36</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</u>	\$ <u>0000</u>	<u>0</u>	I want credit life insurance. <input checked="" type="checkbox"/> <u>NA</u> Signature - Buyer
Credit Accident & Health <u>0</u>	\$ <u>0000</u>	<u>0</u>	I want credit accident and health insurance. <input checked="" type="checkbox"/> <u>NA</u> Signature - Buyer

**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** \$ 10.00

**Late Charge:** If a payment is more than ten (10) days late, I will be charged 5% of the late payment or \$1.00, whichever is **greater**.

**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.  Buyer  en 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 THE BUYER

- DO NOT SIGN THIS CONTRACT BEFORE READING IT OR IF IT CONTAINS BLANK SPACES.
- I AM ENTITLED TO A COPY OF THIS CONTRACT I SIGNED.
- 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).
- THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE AND 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 7<sup>th</sup> day of Dec, 19 99.

BUYER'S "ADDRESS" 1286 Esther Way City Minden County Douglas  
Telephone 775-267-9400 State Nv Zip 89423

THE PACESETTER CORPORATION (SELLER - BENEFICIARY - TRUSTEE)

By: Harley D. Schrage (AUTHORIZED OFFICER)  
By: Paul Kirkpatrick (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.

Robert W Hicken  
BUYER - TRUSTOR  
Christine Maltos  
BUYER-TRUSTOR - PRINTED NAME  
 Christine S. Maltos  
CO-BUYER - TRUSTOR  
Christine S. Maltos  
CO-BUYER-TRUSTOR - PRINTED NAME

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WHEN RECORDED, MAIL TO:  
Pacesetter Corporation  
10461 Old Placerville Rd suite 170  
Sacramento, CA 95827

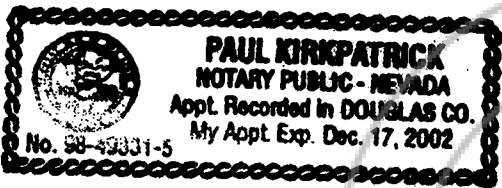
County Recorder \_\_\_\_\_  
By Deputy \_\_\_\_\_

### LEGAL DESCRIPTION

Lot 3, as shown on the map of Cochran Estates Subdivision, Unit No. 1, filed in the office  
of the County Recorder of Douglas County, Nevada on December 23, 1970, as Document No. 50690.

State of Nevada }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_  
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 Dec 7, 19 99,  
by Paul Kirkpatrick

Paul Kirkpatrick  
(Signature of notarial officer)

**ACKNOWLEDGMENT OF NOTARY PRESENCE**  
I (we) hereby confirm that the Notary Public whose name is  
\_\_\_\_\_ appears within did personally appear, sign and seal this  
document in my (our) presence.

[Signature] Buyer CM 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.

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**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 amounts 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 any amount less than \$1.00 will be made, and that I may be charged a Minimum Finance Charge of \$25.00.

**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.

**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.**

**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 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.

**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. In the following Notice of Proposed Insurance the term "you" and "your" refer to the Buyer(s), and the term "we" refers to the insurance provider.

**NOTICE OF PROPOSED INSURANCE**

Credit life and/or credit accident and health insurance will be applicable to this Installment Sales Contract, only if you have chosen insurance by signing the request. If we, Central States Health & Life Co. of Omaha (CSO) agree to insure you, a policy or certificate which more fully describes the benefits and limitations will be sent to you within 30 days. If we don't insure you, you will be sent a refund or credit on your account of your premium.

Subject to acceptance by CSO, the insurance will become effective as of today and will continue only for the number of months equal to the number of monthly payments. You understand that this insurance may not provide coverage for your last few payments, and that during that period of time, you will not have any insurance coverage. The insurance coverage provided may contain a maximum amount of coverage which will not pay in some cases the entire amount that you owe. This insurance may not last the full length of your loan, nor may it be enough to completely pay off your loan. The amount and type of insurance you have applied for is shown on your Installment Sales Contract. The following exclusions and limitations apply:

**Eligibility Requirements:** To be eligible for the coverage, your age can't be more than 65 years as of today. To be eligible for disability coverage, you must be working at least 30 hours a week as of today. Only the primary borrower is eligible for disability coverage. **Life Coverage:** The amount of life insurance is shown on your Installment Sales Contract. Only one death benefit is payable if you applied for joint life coverage. **Life Exclusions:** We won't pay any claim if you commit suicide or attempt to commit suicide, while sane or insane, within 12 months of when the insurance is effective, but we will refund the life insurance premium. This also applies to your co-borrower if you applied for joint life coverage. **Disability Coverage:** Benefits are payable after you have been totally disabled for 14 days or more. Benefits are then paid retroactive from the first day of disability. **Disability Exclusions:** We won't pay a claim if your disability is a result of: a) an intentionally self-inflicted injury, or b) a pre-existing condition.

Form NOPI #9 (PS) 10-97  
 NV Offered and underwritten by:  
 Central States Health & Life Co. of Omaha - 96th & Western - P. O. Box 34350 - Omaha, NE 68134-0350

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COPY

REQUESTED BY

Pacesetter Corp

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JAN -5 AM 9: 54

LINDA SLATER  
RECORDER

\$11.00 PAID ks DEPUTY

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