

## FOR USE IN THE STATE OF NEVADA INSTALLMENT SALES CONTRACT AND DEED OF TRUST THE PACESETTER CORPORATION

(THE SELLER/CREDITOR)

PAGE OF 4
TO BE RECORDED IN REAL ESTATE RECORDS

SALES CONTRACT NO. 14531

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

APN: 27-581-07

New APN: 1220-15-310-059

10461 OLD PLACERVILLE ROAD, SUITE 170 SACRAMENTO, CALIFORNIA 95827 (916) 364-3900 615 MARGRAVE DRIVE, SUITE 201 RENO, NEVADA 89502 (702) 828-1164

0-1370-	DREW	A.	HALL
Sold To			

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

See Appendin # 14673

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:

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 <u>installation</u> 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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PAGE 1

ORIGINAL FINANCIAL INSTITUTION

•	INS	STALLN	IENT SA	LES CONTR	ACT AND	DEED OF 1	rust	SALE CONT	S CRACT NO.	14	531
Sal	e Price is the total co	ost of the I	Products and	d services if I buy	on credit, subje	ct to approval of	of my cre	for the Products described it. I (Buyer) now choose	se to buy and	you agree to	sell, for the
	al Sale Price set forth ment schedule below JMMARY OF S					agree to pay y		mount Financed and the 3691.	Finance Charg	e in accordan	ice with the
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E	ED OF TRUST: As	security fo	r this Contra	act, and if initialed l	by me here, I con	vey to you, in tri	ust my rea	al estate and improvement if I do not pay this Cont	ts on it, including	ig my house,	all of which
ror	mise made on either s st and the dollar amour	side of this	Contract. Ti	ne following coven	ants, numbers 1,	, 2, 3, 4, 5, 6, 7 a	and 8 of N	NRS107.030, are hereby	adopted and ma	ide a part of the	his Deed of
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101	r want the goods	S OR SERV	ICES AND	MUST BE MAILEC	BEFORE MIDN	IIGHT OF THE 1	THIRD BL	JSINESS DAY AFTER I 70, SACRAMENTO, CA	SIGN THIS AGI	reement. Ti	HE NOTICE
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TO BE RECORDED IN REAL EST TE RECORDS

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## **ADDITIONAL TERMS**

PREPAYMENT AND ACCRUAL OF THE FINANCE CHARGE: Even though I do not have to gay 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 amounts 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 Changes 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, 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.

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 then owe you 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 then, 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 the 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 salf inflicted injury or b) a pre-existing condition. disability is a result of: a) an intentionally self-inflicted injury, or b) a pre-existing condition.

Form NOPI # 9 (PS)

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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PAGE 4

THE	Addendum Number 14673
PACESETTER® CORPORATION	Date Kebuary 4, Zood
	Buyer DRew A. Hall
Local Office Address:  615 Maggane Ave.	Address 1492 Muir DRIVE
City Reno. State NV Zip 89507	City Gardner, Ue State NV Zip 89410
Original Sales Contract Number 14673 :	dated 12 Jan 2000
Buyer agrees to purchase the following described goods and referred to above, OR, Buyer requests that Seller make the followarties hereto, subject to all the terms and conditions contained the	I services which are to be furnished as a part of the Controvening changes in such contract, previously executed by the erein, except as otherwise stated herein:
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Special Instructions:	
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Additional Restriction on Terms of Warranty:	
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HE PACESETTER CORPORATION ACESETTER PRODUCTS, INC./P.P.I., INC.	Signed Signed

Signed

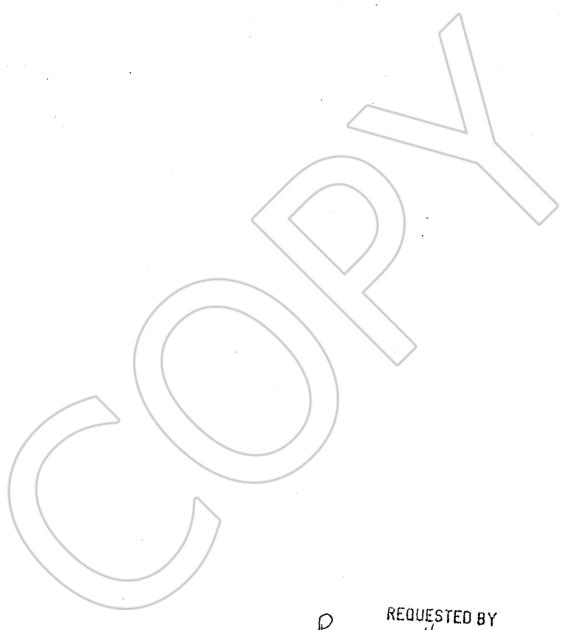
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