

## INSTALLMENT SALES CONTRACT AND MORTGAGE

123202

SALES  
CONTRACT NO.

16684

BOOK 152 PAGE 158

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 \$ 4116.82 + tax 2.88<sup>12</sup> = \$ 4405.00

Total cash price \$ 4405.00 - Cash (total) down payment \$ 102.00 = Unpaid balance of \$ 4303.00

ITEMIZATION OF THE AMOUNT FINANCED OF \$ 4329.60 : After recording return to:

\$ 4303.00 Amount credited to this contract (Same amount as the "Unpaid Balance.") Pacesetter Corporation  
 \$ 00.00 Amount paid on net balance from prior contract with you. (0)  
 Amount(s) paid to others on my behalf: 12775 NE Marx  
 \$ 00.00 to insurance company for Credit Life insurance \$ 17.00 to public officials for filing/recording fees (0)  
 \$ 00.00 to insurance company for Accident and Health insurance \$ 00.00 to (Specify)

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
15.50 %	\$ 4329.60	\$ 4320.00	\$ 5645.60	\$ 102.00 \$ 8751.60

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ 72.08	First payment due approximately 30 days after date of installation.
119	\$ 72.08	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	Signature
Credit Life	\$		I want credit life insurance. Signature - Buyer
Credit Accident & Health	\$		I want credit accident and health insurance. Signature - Buyer

Security: I am giving you:

- a security interest in the goods, services and property being purchased, and
- a mortgage on my real estate at my "ADDRESS" below and legally described on page 3 hereof.

Filing/Recording fees \$ 17.00

Late Charge: If a payment is more than ten (10) days late, I will be charged \$5.00 or 5% of the late payment, whichever is less.

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.

0 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. I hereby waive any and all rights that I may have pursuant to RCW Section 61.12.120, commonly referred to as the "One Action Rule". You may take action with respect to any and all security that I give you under this agreement in any order or simultaneously as you deem prudent and you need not proceed first against my real property described herein.

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 if any of the spaces intended for the agreed terms, except as to unavailable information, are blank. 2. I am entitled to a copy of this contract at the time I sign it. 3. I may at any time pay off the full unpaid balance due under this contract and I will not have to pay a penalty. 4. The service charge does not exceed 15% per annum computed monthly. 5. I may cancel this contract if it is solicited in person, and I sign it, at a place other than the seller's business address shown on the contract, by sending notice of such cancellation by certified mail return receipt requested to the seller at his address shown on the contract which notice shall be posted not later than midnight of the third day (excluding Sundays and holidays) following my signing this contract. If I choose to cancel this contract, I must return or make available to the seller at the place of delivery any merchandise in its original condition, received by me under this contract. 6. Due to the uniqueness of some of the products you sell, I understand that in special situations your regional office may have to review and accept this contract prior to your becoming bound by it.

## 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 12 day of August, 1995

BUYER'S "ADDRESS" 301 Barnes Rd City Carson County Shamonie  
 THE PACESETTER CORPORATION d/b/a PACESETTER PRODUCTS, INC. (SELLER - MORTGAGEE) State WA Zip 98610

By: Kelly D. Kahan (AUTHORIZED OFFICER)

By: (FACTORY REPRESENTATIVE)

(ADDRESS)

By: Steven E. Nicholas (BUYER - MORTGAGOR)

By: (BUYER - MORTGAGOR)

By: (BUYER - MORTGAGOR)

By: (BUYER - MORTGAGOR)

By: (BUYER - MORTGAGOR)

Buyer's Name  
 Indexed, Lit  
 Index  
 Filed  
 Mailed

AFTER RECORDING RETURN TO:

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TO BE RECORDED IN REAL ESTATE RECORDS

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## LEGAL DESCRIPTION

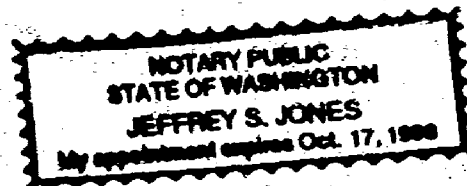
State of Washington }  
County of Strom } ss.

On this 12 day of August, 19 95, before me,  
the undersigned, a Notary Public in and for the State of Washington, duly commissioned  
and sworn, personally appeared David Nicks and  
Patricia Nicks, to me known to be  
the individuals described in and who executed the within and foregoing instrument,  
and acknowledged to me that they signed and sealed the said instrument as their free  
and voluntary act and deed for the uses and purposes therein mentioned.  
WITNESS my hand and official seal hereto affixed the day and year in this certificate  
above written.

Jeffrey S. Jones  
Notary Public in and for the State of Washington, residing at

11478 SE 70th Ave, Portland, OR 97266

My commission expires: 10-17-98



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LEGAL DESCRIPTION

Nichols, David/Patricia

A tract of land located in the Southwest quarter of the Northwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian described as follows:

Beginning at a point 60 rods and 10-2/3 feet East and 101 rods 13-1/2 feet North of the Southwest corner of the Northwest quarter of the Southwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian; thence East 19 rods 14-5/6 feet; thence North 565 feet to the initial point of the tract hereby described; thence West 164.2 feet; thence North 105 feet; thence East 164.2 feet; thence South 105 feet to the initial point.

FILED FOR RECORD  
SKAGAMAWASH  
BY *Presetter Corp*

AUG 31 12 20 PM '95

*P. Lowry*  
AUDITOR  
GARY M. OLSON