

THIS SPACE RESERVED FOR COUNTY RECORDER



2190 PARKWAY LAKE DRIVE, SUITE A
BIRMINGHAM, ALABAMA 35244
(205) 887-7200

FOR USE IN THE STATE OF ALABAMA
INSTALLMENT SALES CONTRACT AND MORTGAGE
PACSETER PRODUCTS OF ALABAMA, INC.
(THE SELLER/CREDITOR)

TO BE RECORDED IN REAL ESTATE RECORDS
SALES
CONTRACT NO. 16492

Sold To Lewis S. & Agnes V. Kelly Date Of This Contract 10-18-88
Address PO Box 1201 Hwy 25 So. City Columbiana State Alabama Zip 35051 Telephone No. 669-7936

In this Installment Sales Contract the words I, me, and my refer to the Buyer and Co-Buyer (if any) signing this contract. The words, you and your, we and us, refer to the Seller and may also mean a bank or other financial institution if it buys this contract. If it does, I will make my payments to it. Under the Mortgage statutes, I am also known as the "Mortgagor," and you are referred to as the "Mortgagee". I understand that if more than one "Buyer" signs below that each will be responsible for all promises made and for paying the obligation(s) in full; you may collect against one or any. This contract covers my purchase of manufactured products of The Pacesetter Corporation. You have quoted me a Cash Price and a Total Sale Price. The Total Sale Price is the total cost of the products and services if I buy on credit.

I now choose to buy, and you agree to sell, for the Total Sale Price, set forth below, the products and services described below. 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 which is disclosed below. I also agree to all of the other terms on both sides of this contract. Only products manufactured by The Pacesetter Corporation are covered by our 10 year Limited Warranty. No exterior or interior trim, painting or staining will be provided unless specified in this Contract.

Pacesetter agrees to custom build, ship, and install 15 fast track insulating storm windows and 1 operating storm door - all brown in color - all covered by Pacesetter's Full 10 year limited warranty.

LEGAL DESCRIPTION: The above described goods and services are to be installed and placed upon the "Address" designated above, and the legal description such "Address" is: Hwy 25 So. Columbiana

Parcel F.D. # 218341001034.001

Buyers acknowledge that if Legal Description is not available at the time this contract is executed, Seller has the right to obtain and insert the Legal Description at a later date.

SUMMARY OF SALE: Base cash price \$ 3780.00 + tax 0.00 + additional warranty/service coverage 0.00 = \$ 3780.00

Total cash price \$ 3780.00 - Cash [total] downpayment \$ 0.00 = Unpaid balance of \$ 3780.00

FINANCIALIZATION OF THE AMOUNT FINANCED OF \$ 4665.81:

\$ 3780.00 Amount of credit given on this contract (Same amount as the "Unpaid Balance.")

\$ 0.00 Amount paid on net balance from prior contract with us.

Amount(s) paid to others on my behalf:

\$ 532.26 to insurance company for Credit Life insurance

\$ 333.55 to insurance company for Accident and Health insurance

\$ 0.00 to insurance company for Property Damage insurance

\$ 16.00 to public officials for filing/recording fees

\$ 4.00 to (Specify) House Fee

ANNUAL
PERCENTAGE
RATE

The cost of my credit as
a yearly rate.

17.59 %

FINANCE
CHARGE

The dollar amount the
credit will cost me.

\$ 2430.99

Amount
Financed

The amount of credit
provided to me or on
my behalf.

\$ 4665.81

Total of
Payments

The amount I will
have paid after I
have made all payments
as scheduled.

\$ 7096.80

Total Sale Price

The total cost of my purchase
on credit, including my
downpayment of

\$ 0.00

\$ 7096.80

My payment schedule will be:

Number of Payments Amount of Payments When Payments are Due

Security: I am giving a security interest in:

1st Payment	\$ 118.28	Estimated to be <u>45</u> days after the date of the Completion Certificate.
<u>59</u>	\$ 118.28	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 yrs.)	Signature
Credit Life			I want credit life insurance.
<u>JL</u>	\$ <u>332.26</u>	<u>60</u>	<u>X Louis D. Kelley</u> Signature - Buyer
Credit Accident & Health			I want credit accident and health insurance.
	\$ <u>353.55</u>	<u>60</u>	<u>X James V. Kelley</u> Signature - Co-Buyer

Property insurance is required, and I may obtain such insurance from anyone I want who is acceptable to you or I may provide it through an existing policy. If I obtain this insurance through you, I will pay \$ 0.00 for 0 months of coverage.

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

Filing/Recording fees \$ 16.80

Late Charge: If a payment is more than ten (10) days late, I will be charged 50¢ or 5% of the late payments, whichever is greater, not to exceed \$100.00.

Prepayment: If I pay off early, 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.

® means an estimate.

COMMENCEMENT OF THE FINANCE CHARGE: The finance charge (interest) is estimated to start on 11-18-88 (insert the date) except in the event that you complete the installation of the goods and services on another date, then the finance charge (interest) will begin to run on the date that I shall sign a Completion Certificate. If the finance charge (interest) is computed on a simple interest (daily) basis, the amount of finance charge (interest) may be more or less than the amount disclosed depending on the amounts I pay you and my timeliness in making payments.

PREPAYMENT: I may voluntarily prepay the amount I owe you, in full or in part, at any time. If I make a partial prepayment, I must continue to make my regular payments until I have paid all amounts owed.

REQUEST FOR FULL PAYMENT: If I do not pay when due, you can declare all that I owe under this contract payable at once. I agree to pay you interest on that amount at the maximum contractual rate allowed by law until the amount I owe you is paid. I also know that you can foreclose the Mortgage I have given to you.

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, and the amount financed is more than \$300.00, I agree to pay your reasonable attorneys' fees, not exceeding 15% of the amount due, plus any court costs and expenses incurred by you, that is, if you are allowed to collect such amounts by law.

MORTGAGE: I hereby mortgage to you, as Mortgagee, my real estate and house located at my "Address" designated on the top portion of this contract and legally described at the "Legal Description" above as security for all amounts due to you under this Installment Sales Contract.

REVERSE SIDE: I UNDERSTAND THAT THE ADDITIONAL TERMS AND PROVISIONS PRINTED ON THE REVERSE SIDE OF THIS INSTALLMENT SALES CONTRACT ARE A PART OF THIS INSTALLMENT SALES CONTRACT AND THAT I AM BOUND BY THEM IN THE SAME MANNER AS IF THEY WERE PRINTED ON THE FRONT OF THIS VERY INSTALLMENT SALES CONTRACT. NOTICE: PROVISIONS PRINTED ON REVERSE SIDE COMPRISE ADDITIONAL TERMS LIMITING SELLER'S WARRANTY OBLIGATION.

NOTICE TO BUYER

- I do not have to sign this contract before I read it or if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
- I am entitled to a copy of this contract at the time I sign it.
- 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).
- I understand that this instrument is based upon a home solicitation sale and that this instrument is not negotiable.
- 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

IF THIS AGREEMENT WAS SOLICITED AT MY RESIDENCE, AND I DO NOT WANT THE GOODS OR SERVICES, I MAY CANCEL THIS AGREEMENT BY DELIVERING OR MAILING A NOTICE TO YOU. THE NOTICE MUST SAY THAT I DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT ON THE THIRD BUSINESS DAY AFTER I SIGN THIS AGREEMENT. THE NOTICE MUST BE DELIVERED OR MAILED TO: PACESETTER PRODUCTS OF ALABAMA, INC. AT 2190 PARKWAY LAKE DRIVE, SUITE A, BIRMINGHAM, ALABAMA 35244.

COPY RECEIVED: I acknowledge receipt of a completely filled in copy of this contract along with two (2) copies of a Notice of Right to Cancel Form.

IN WITNESS WHEREOF, this Installment Sales Contract and Mortgage has been signed on this 18th day of OCTOBER, 19 88, at (city) Columbianna, State of Alabama.

PACESETTER PRODUCTS OF ALABAMA, INC. (SELLER - MORTGAGEE)

By: [Signature] AUTHORIZED OFFICER
By: [Signature] FACTORY REPRESENTATIVE

State of Alabama } ss.
County of Shelby
My commission expires: 9-27-92

CAUTION - IT IS IMPORTANT THAT I THOROUGHLY READ THE CONTRACT BEFORE I SIGN IT.

X Louis D. Kelley BUYER - MORTGAGOR
X James V. Kelley CO-BUYER - MORTGAGOR

The foregoing instrument was acknowledged before me this 18 day of OCTOBER, 19 88, by

Notary Public [Signature]

CONFIDENTIAL ONLY

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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 amount owing to you in full at any time or in part from time to time. If the lending institution or bank that buys my contract computes the finance charge on a simple interest (daily) basis, I know my finance charge will be less if I make an early payment, and it will be higher if I pay late; I also recognize that any necessary adjustment to my total finance charge will be reflected in my final bill; I also know that the amounts shown on the reverse side for the Finance Charge, Total of Payments, and the Total Sale Price are estimates based on the assumption that you will receive each of the payments exactly on its due date; and I know that there will be no refund if I prepay because there is nothing to refund if I am charged on a daily basis. If the lending institution or bank does not compute the finance charge daily, and if I prepay the whole amount, you will refund to me the unearned portion of the finance charge (interest) by application of the Rule of 78's; and the amount of my rebate will be figured on the scheduled dates and amounts of my monthly payment and not on the actual dates and amounts of the prepayments that I pay to you. I know that a refund of less than \$1.00 will not be made.

IMPORTANT NOTICE ABOUT WARRANTIES:

(a) We as SELLER HEREBY DISCLAIM 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 (WHICH, IF MADE, ACCOMPANIES THIS CONTRACT).

(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 goods lasts only as long as the warranty or service contract.

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. I take notice that the goods that are manufactured for my specific house probably will not fit any other houses, and under such conditions, 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.

OBLIGATIONS PERTAINING TO PROPERTY INSURANCE AND MY REAL ESTATE: 1. I promise to keep my house in good repair and to keep it insured for at least 80% of its replacement value by buying a fire and extended coverage insurance policy. The insurance company must be approved by you, and the policy must have a beneficiary clause which says that you are to be paid if there is a loss. The insurance company must agree that it will not cancel my policy without first telling you. I authorize the insurance company to pay you directly for any loss. You can choose to use this insurance payment to either repay any amounts I owe you or to repair my house. I have the option of providing property insurance through an existing policy or through a policy independently obtained and paid for by me. 2. I also promise that I will not allow anyone else to place any liens on my real estate without your written permission. 3. I promise to pay all taxes, assessments and other charges on my real estate when due. 4. I promise to timely make all payments on my prior loans secured by my real estate. I also promise that I will not extend, renew or change prior loans without your written permission. 5. If I do not insure my house or fulfill my other obligations to my real estate, then you can do it for me if you want (but you do not have to). If you do pay any of these obligations for me, I agree to pay you back on demand plus interest at the highest lawful contract rate of interest. Until I pay you back, these amounts will be added to my debt to you which is secured by my real estate and house. I know that if you decide to buy insurance for me that you do not have to obtain any homeowner or liability insurance.

SALE OF MY HOUSE: I promise not to sell, lease or give my house to anyone until I have fully repaid my debt to you.

DUE ON SALE: If I sell, lease or give my house to anyone before I have fully paid all I owe under this contract, you can declare all that I owe under this contract payable at once and I agree to immediately pay you that amount.

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; or
3. Something else happens which causes you to believe in good faith that I do not intend to pay you as promised; or
4. I default on any obligations for which I am using my home as collateral; or
5. Something happens to my house which threatens your rights, if any, in it.

IF I AM IN DEFAULT: I understand that you have the right to foreclose the Mortgage I have given to you and have my house sold to repay any amounts I owe you if I am in default under this contract. Before my house is sold, you will do everything that the law requires. If the amount financed is more than \$300.00 and you hire an attorney to assist you to sell my house, or, to sue me, or, to protect your rights, I agree to pay you for your reasonable attorneys' fees not exceeding 15% of the amount due and for other related expenses such as court costs, title searches and money you expended to protect my house, if you are allowed to collect such amounts by law.

OTHER RIGHTS: We can choose not to enforce any of the rights under this contract as often as we want without losing them. Or, we can delay enforcing any of the rights without losing them. We can also use any rights now or in the future given to us 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 understand that you will not be liable for such delays.

SALVAGE VALUE: I know that the windows, woodwork, and other materials that have to be removed by you for this installation have NO salvage value. When you remove them, you can have them for whatever purpose you want.

SPECIAL SITUATIONS: Due to the uniqueness of some of the products that you sell, I understand that in special situations that your Regional Office may have to review and accept this contract. I also understand that this sale occurred in my home, and with the exception of any financial disclosures, that you and I may not have had all the correct information concerning 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 interest than the law permits, then you will only have the right to collect from me the amount of interest which the law allows you to collect.

COMPLETENESS OF THIS CONTRACT: This contract can only be changed if both you and I agree in writing.

The following notice brings to my attention the rights that I have even when this contract is sold to a financial institution or a bank, and I should notice that the importance of this provision is stressed by its appearance in ten point, bold face type:

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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 Sales Contract on the reverse side 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 or a bank if it purchases the 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 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. If the 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.

BUYER: The next two paragraphs contain warranties relative to this sale given by us to the financial institution or bank in order for it to buy this contract.

SELLER'S WARRANTIES AND ASSIGNMENT OF INSTALLMENT SALES CONTRACT AND MORTGAGE

FOR VALUE RECEIVED, Seller hereby sells, assigns, conveys, transfers and delivers to Pacesetter Corporation (Assignee) all of its rights, title and interest in and to the Installment Sales Contract and Mortgage, together with all liens existing to secure its payment, and the property encumbered hereby. Assignee is hereby substituted as Mortgagee under the Mortgage provisions of this contract. Seller warrants and represents; (1) It has the right to make this assignment; (2) All statements and figures in this contract and in the Buyer's statement are materially true and correct; (3) This contract arose from the bona fide sale of the goods and services described herein; (4) The cash downpayment shown in this contract was actually paid by Buyer and no part of said downpayment was loaned directly or indirectly by Seller to Buyer; (5) Each Buyer is legally competent to contract; (6) This contract is not and will not be subject to any claim, defense, demand or right of offset; (7) The execution of this contract and the underlying sales transaction giving rise thereto did not violate any federal or state law, directive, rule or regulation now in effect; (8) In the event that this contract or the underlying sales transaction is subject to a right of rescission or cancellation by the Buyer, such rescission or cancellation period has expired and neither the sale nor this contract has been cancelled or rescinded. **THIS CONTRACT IS SOLD BY SELLER WITHOUT RECOURSE.**

IN TESTIMONY WHEREOF, the undersigned is an authorized representative of the Seller and has signed below on behalf of the Seller on this 3rd

day of November, 1988

The foregoing instrument was acknowledged before me on November 4th, 1988

by the authorized agent of Seller who is Mary Catherine Starnie

My commission expires:

PACESETTER PRODUCTS OF ALABAMA, INC. (Seller)

Mary Catherine Starnie

STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED

Notary Public

88 DEC -1 AM 9:47

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

V. Sue Madley
My. Co. - 1065
Rec. - 1000
Ind. - 100
2165