



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

TO BE RECORDED IN REAL ESTATE RECORDS
SALES
CONTRACT NO. 11090

175583

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

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

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

☐ PARCEL: 02-027-06

Sold To

Daylen + Kolene Schwartz

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

Pacesetter agree to provide & install as follows

"5" Therma Pak 5000 windows

"1" OPR Storm door

all windows to include - Argon Gas - Double Low E Glass
+ Pacesetter wormedge Tec.

all windows & storm door to include Pacesetter 25yr
limited - Transferable & non pro-rata warranty
Color on all to be Brown

Work to be in Pacesetter scheduling - approx 4 to 6 wks

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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ORIGINAL FINANCIAL INSTITUTION

INSTALLMENT SALE CONTRACT AND DEED OF TRUST

SALES

CONTRACT NO.

11090

You (Seller/Beneficiary/Trustee) have quoted me/yet[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 fees 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 \$ 4790.00 + tax 0000 = \$ 4790.00

Total cash price \$ 4790.00 - [total] down payment \$ 500.00 = Unpaid balance of \$ 4290.00

ITEMIZATION OF THE AMOUNT FINANCED OF \$ 4400.00:

\$ 4290.00 Amount credited to this tract (Same amount as the "Unpaid Balance.")

\$ 0000 Amount paid on net bal: from prior contract with you. (e)

Amount(s) paid to others on my behalf:

\$ 0000 to insurance company credit Life insurance

\$ 20.00 to public officials for filing/recording fees (e)

\$ 0000 to insurance company accident and Health insurance

\$ 90.00 to (Specify) Lot Fee

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate. <u>15.95</u> %	The dollar amt the credit will me. \$ <u>201.80</u>	The amount of credit provided to me or on my behalf. \$ <u>4400.00</u>	The amount I will have paid after I have made all payments as scheduled. \$ <u>6412.80</u>	The total cost of my purchase on credit, including my down payment of \$ <u>500.00</u> . \$ <u>6912.80</u>

My payment schedule will be:

Number of Payments	Amount of Payments	Payments are Due
1st Payment	\$ <u>106.88</u>	First payment due <u>Dec 1, 2000</u>
<u>59</u>	\$ <u>106.88</u>	Subsequent installments on the same day of 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.)	Sure
Credit Life <u>0</u>	\$ <u>0000</u>	<u>0</u>	1st credit life insurance. <input checked="" type="checkbox"/> <u>NA</u> Signature - Buyer
Credit Accident & Health <u>0</u>	\$ <u>0000</u>	<u>0</u>	1st credit accident & 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 \$ 20.00

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, 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. 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, terms 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 ☒ KK2 Co-Buyer

SELLER WILL NOT INITIATE A FORECLOSE OR SIMILAR ACTION WHICH COULD CAUSE BUYER TO LOSE BUYER'S HOME, EVEN IN THE EVENT OF DEFAULT. SELLER MAY RETAIN LIEN AGAINST THE HOME UNTIL BUYER'S CONTRACT OBLIGATIONS HAVE BEEN MET.

CONSOLIDATION: If I now have a balance due 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

1. DO NOT SIGN THIS CONTRACT BEFORE REVIEWING IT OR IF IT CONTAINS BLANK SPACES. 2. I AM ENTITLED TO A COPY OF THIS 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. 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 12th day of Oct, 2000.

BUYER'S "ADDRESS" 1105 1st St xx 911099 City Crescent Valley County Essex

Telephone 775-468-025 State NV Zip 89821

THE PACESETTER CORPORATION (SELLER - BENEFICIARY - TRUSTEE)

By: Kelly D. Schwan (AUTHORIZED OFFICER)

By: Paul K. Schwartz (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.

☒ Gaylen Schwartz
BUYER - TRUSTOR

Gaylen Schwartz
BUYER - TRUSTOR - PRINTED NAME

☒ Kellene K. Schwartz
CO-BUYER - TRUSTOR

Kellene K. Schwartz
CO-BUYER - TRUSTOR - PRINTED NAME

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WHEN RECORDED, MAIL TO:
THE PACESETTER CORP.
10461 OLD PLACERVILLE RD. #170
SACRAMENTO, CA 95811

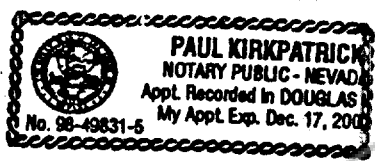
County Recorder _____
By Deputy _____

TO BE RECORDED IN REAL ESTATE RECORDS

LEGAL DESCRIPTION

UNIT NUMBER 1, LOT NBER 9 OF BLOCK NUMBER 2 IN THE CITY OF CRESENT VALLEY,
COUNTY OF EUREKA, STE OF NEVADA.

State of Nevada }
County of EUREKA } ss.
On this 12TH day of OCTOBER, 2000, GAYLEN
& KALLEEN K. SCHWARTZ 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 Oct 12, 2000
by Paul Kirkpatrick
Paul Kirkpatrick
(Signature of notarial officer)

ACKNOWLEDGMENT OF NOTARY EXISTENCE
I (We) hereby confirm that the Notary Public whose name
appears within did personally appear, signed and seal this
document in my (our) presence.

initials: *KL* Buyers *KL* *Gaylen*

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.

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Pacesetter Cor.
00 NOV -6 PM 1:30

EUREKA COUNTY NEVADA
This instrument was prepared by The Pacesetter Corporation, a Corporation, 4343 South 96th Street, Omaha,
Nebraska 68132
FILE NO. 175583
FE 9.00