



FOR USE IN THE STATE OF NEBRASKA
 DEED OF TRUST AND INSTALLMENT SALES CONTRACT
 PACESETTER PRODUCTS, INC., A NEBRASKA CORPORATION
 (THE SELLER-CREDITOR)

SALES CONTRACT NO. 00070

8886 "T" STREET
 OMAHA, NEBRASKA 68127
 FOR METROPOLITAN OMAHA SERVICE CALL 331-0277

83-002201

2580 DIERS AVE., SUITE F
 GRAND ISLAND, NEBRASKA 68801

26787
 313295

Sold To Mary Buckner (ONE OF THE BUYERS) Date Of This Contract 4/13/83
 "Address" 212 E. 19th City Grand Island, Neb Zip 68801 Telephone No 304-2169

In this 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 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 below that each will be responsible for all promises made and for paying the obligation(s) in full, you may sue 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.

To custom build and install: (14) Pacesetter Fasttrack storm windows and (11) One-lite storm windows to be of extruded alloy with a 6063 T6 hardness and to be brown in color. This does not include inside windows. All products manufactured by Pacesetter to be covered by Pacesetter 10 yr limited warranty (No Interior/Exterior Trim Will Be Painted/Stained Unless Specified in This Contract.)

LEGAL DESCRIPTION The above described goods and services are to be installed and placed upon the "Address" designated above and the legal description for such "Address" is Lot 14, block 6 Morris 3rd addition

SUMMARY OF SALE: Base cash price \$ 2200.00 tax 00.00 additional warranty service coverage 00.00 \$ 2200.00
 Total cash price \$ 2200.00 - Cash downpayment \$ 215.00 - Unpaid balance of \$ 1985.00

ITEMIZATION OF THE AMOUNT FINANCED OF \$ 2148.22 :

\$ 1985.00 Amount credited to this contract (Same amount as the "Unpaid Balance")
 \$ 00.00 Amount paid on net balance from prior contract with us
 Amount(s) paid to others on my behalf \$ 00.00 to insurance company for Property Damage insurance
 \$ 53.09 to insurance company for Credit Life insurance \$ 15.00 to public officials for filing/recording fees
 \$ 95.08 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 downpayment of
18.00 %	\$ 647.71	\$ 2148.22	\$ 2796.48	\$ 215.00
				\$ 3011.48

83-002261

I have received at this time an itemization of the Amount Financed

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1st Payment	\$ 77.00	Estimated to be 30 days after the date of the Completion Certificate.
35	\$ 77.00	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	Signature
Credit Life	\$ 53.68	I want credit life insurance. <i>Mary G. Buckner</i> Signature - Co-Buyer
Credit Accident & Health	\$ 95.00	I want credit accident and health insurance. <i>Mary G. Buckner</i>

Property insurance is required, but I may obtain this property insurance from anyone I want. If I obtain this insurance through you, I will pay \$ 00.00

Security: I am giving a security interest in:
1. the goods, services and property being purchased, and
2. my real estate and improvements, including my house, all at my "Address" designated above.

Filing/Recording fees \$ 15.00

Late Charge: If a payment is more than ten (10) days late, I will be charged \$5.00 or 5% of the payment, whichever is less, or in lieu of the preceding charge, interest may be collected on each delinquent installment until paid, not exceeding the contract rate of 16% per annum.

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

⊕ means an estimate

COMMENCEMENT OF THE FINANCE CHARGE: The finance charge (interest) is estimated to start on (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. 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, without giving notice to me, all that I owe under this contract payable at once. I agree to pay you interest on that amount not to exceed the highest lawful contract rate of 16% until either the amount I owe you is brought current or until you sell my house if I have given you a Deed of Trust. I understand the definitions both of what a "default" is and what your power is to sell my house under a Deed of Trust.

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, I agree to pay your reasonable attorneys' fees plus any court costs and expense incurred by you, that is, if you are allowed to collect such amounts by law.

DEED OF TRUST: As security for this contract, I grant, bargain, sell, convey and confirm to Thomas P. Egan, Jr., of Omaha, Nebraska and as a member of the Nebraska State Bar, as Trustee, in trust with the power to sell, a deed to my real estate and improvements on it, including my house, all of which is commonly referred to and is located at my "Address" designated on the top portion of this contract. 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.

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 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 to the extent of then available information are left blank. 2. I am entitled to a copy of this contract at the time I sign it. 3. I may pay off the full balance due under this contract at any time, and in so doing I should be entitled to a full rebate of the unearned finance and insurance charges (if any). 4. 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.) 5. I understand that this instrument is based upon a home solicitation sale and that this instrument is not negotiable. 6. 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.

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 Deed of Trust and Installment Sales Contract has been signed on this _____ day of _____, 19 _____

at (city) _____ State of Nebraska

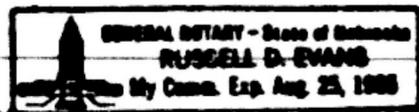
By its agent *Cooker Trecher*

State of Nebraska)
County of *Hall*) ss

BUYER TRUSTOR *Mary G. Buckner*

CO-BUYER TRUSTOR
The foregoing instrument was acknowledged before me on this *13* day of *April*, 19 *83* by the above designated Buyer(s) - Trustor(s)

My commission expires 5-101-NE A-11R



Notary Public *Russell D. Evans*

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 daily, 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 the accounting procedure known as the actuarial method; 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 will and should 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 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 standard trust deed 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. 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 an annual rate three percentage points (3%) greater than the annual percentage rate shown on the reverse side. 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 else. I have fully repaid my debt to you, or, until I obtain your written permission. If I would submit to you someone to take over this contract, I agree that you may review their qualifications. If you approve them, you can charge me a service fee for changing records. You can also increase the interest rate on this contract by as much as the law allows, if you do, you agree not to hold me responsible for this debt.

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: My house and real estate can be sold by you to pay my debt to you. Before my house is sold, you will do everything that the law requires. Anyone can purchase my house and real estate at the sale, including you, and, you can give the purchaser a Trustee's Deed without any warranties. However, you agree that you will not sell my house and real estate if I pay all overdue payments and correct any default before the sale. Or, you have the right to sue me and foreclose this contract as if it was a mortgage. If 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 and for other related expenses such as court costs, title searches and money you expended to protect my house.

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.

ARBITRATION: If I have a dispute or claim with you concerning the quantity, quality or performance of the products, I understand that my dispute may be submitted to and settled according to the mediation-arbitration program that may have developed in my community or by the local Better Business Bureau. I also know that any decision made by an arbitrator(s) would be entered in the court having jurisdiction over me and you.

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 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 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: I cannot revoke the trust that I have created by this contract. This contract can only be changed if both you and me 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.

03-002201

NOTICE

This credit contract finances a purchase. All legal rights which the Buyer has against the Seller arising out of this transaction, including all claims and defenses, are also valid against any holder of this contract. The right to recover money from the holder under this provision is limited to the amount paid by the buyer under this contract.

A claim is a legally valid reason for suing the Seller. A defense is a legally valid reason for not paying the Seller. A holder is anyone trying to collect for the purchase.

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 DEED OF TRUST AND INSTALLMENT SALES CONTRACT

FOR VALUE RECEIVED, Seller hereby sells, assigns, conveys, transfers and delivers to Jessie C Gilbow (Assignee) all of its rights, title and interest in and to the Deed of Trust and Installment Sales Contract, together with all liens existing to secure its payments, and the property encumbered hereby. Assignee is hereby substituted as Beneficiary under the Deed of Trust 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 down payment 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 4/29 day of 1983.

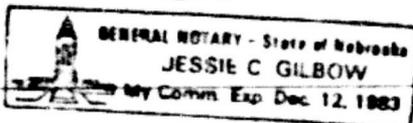
The foregoing instrument was acknowledged before me on

PACESETTER PRODUCTS, INC. (Seller)

By Cosha Meeke

by the authorized agent of Seller who is Cosha Meeke

My commission expires



Jessie C Gilbow
Notary Public

Entered as Document No.

83-002261

Grantor _____
Grantee _____
Notarized _____

1-2-3-4

STATE OF NEBRASKA) SS
COUNTY OF HALL)

'83 MAY 5 AM 9 59

James Johnston
REG OF DEEDS

James Johnston
Notary Public - Neb.
James Johnston
Notary Public - Neb.