

TERMS AND CONDITIONS OF SECURITY AGREEMENT

In addition to the terms and conditions stated on the face hereof, it is agreed:

PROTECTION OF COLLATERAL. (A) The Primary use of the Collateral indicated on the face hereof will not be changed by the BUYER without the written consent of the SELLER. (B) The Collateral will be kept at the BUYER'S address shown on the face hereof which address is BUYER'S residence if the Collateral is consumer goods or farm equipment or BUYER'S principal or chief place of business if the Collateral is equipment. The Collateral will not be removed from such location, except temporarily in connection with its ordinary use, unless SELLER consents in writing in advance to its removal to another location. (C) BUYER shall not affix or attach the Collateral described on the face hereof to real estate unless SELLER consents in writing prior to such attachment. (D) BUYER shall insure the Collateral against fire, theft, and other hazards to protect BUYER and SELLER, and all insurance on the Collateral shall be made payable to SELLER or assigns and/or BUYER as their interests may appear. In the event BUYER fails to do this in a manner satisfactory to SELLER, authority is given to SELLER to insure the Collateral and the cost thereof shall be added to and become a part of the Time Price Balance hereunder. The proceeds of any insurance, whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the Collateral or payment of the amount due hereunder, at the option of SELLER, BUYER understands that the purchase by him from SELLER of the insurance required hereunder is optional. (E) BUYER will not allow the Collateral to be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and shall not use the Collateral illegally or for hire. (F) The Collateral will not be sold, transferred or disposed of or be subject to any unpaid charge, including taxes, or to any subsequent interest of a third person created or suffered by BUYER voluntarily, unless the SELLER consents in writing to such charge, transfer, disposition or subsequent interest. (G) BUYER will sign and execute alone or with SELLER any Financing Statement or other document or procure any document necessary to protect the security interest under this Security Agreement against the rights or interests of third person.

ASSIGNMENT OF SECURITY AGREEMENT. (A) Upon assignment of this Security Agreement by the SELLER and upon notification to BUYER, the Assignee shall be entitled to performance of all of BUYER'S obligations under this Security Agreement and Assignee shall be entitled to all of the rights and remedies of SELLER under this Security Agreement. (B) BUYER will assert no claims or defenses he may have against SELLER against the Assignee, except those granted in this Security Agreement.

DEFAULT. BUYER shall be in default hereunder upon default in payment, as defined in Section 425.103(2), Wisconsin Statutes, or upon breach or failure to observe any other covenant of the credit transaction which materially impairs the collateral or materially impairs the BUYER'S ability to pay the amount due under the credit transaction. Upon default, SELLER may without notice declare the entire obligation remaining unpaid hereunder, less unearned Finance Charges, immediately due and payable, unless notice and opportunity to cure is required by Section 425.10, Wisconsin Statutes, in which case said amounts shall become immediately due and payable if the default(s) is not cured within the 15 day period allowed therein. Interest shall be charged at the Annual Percentage Rate on the unpaid balance. After such acceleration, SELLER, may exercise its right under the Wisconsin Consumer Act and such other laws may be applicable to this transaction. In addition to enforcing rights to collateral, and to the extent allowed by law, SELLER or its assigns may obtain a judgement against BUYER and obtain and enforce a judgement lien on any nonexempt property of the BUYER.

RIGHTS AND REMEDIES OF BUYER. BUYER shall have all of the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code or such other laws as are in force in the state in which the Collateral is to be kept.

WARRANTIES. Buyer warrants and represents to SELLER: (1) that information supplied and statements made in any financial or credit statement or application for credit supplied to SELLER prior to this Security Agreement are true and correct; (2) that the addresses of BUYER'S residence and place or places of business, if any, are true and correct; (3) that this Security Agreement sets forth the entire agreement between BUYER and SELLER and that he has read this Security Agreement after all blanks have been filled in; (4) that the above stated down payment has been made; (5) that he is 21 years of age or over; (6) that no Financing Statement covering the Collateral or its proceeds is on file in any public office and that except for the security interest granted in this Security Agreement there is no adverse lien, security interest or encumbrance in or on the Collateral.

Miscellaneous. (A) SELLER is authorized to correct patent errors in this Security Agreement. (B) Any provision of this Security Agreement prohibited by laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. (C) The law governing this Secured Transaction shall be that of the state in which the Collateral is to be kept. (D) If more than one BUYER executes this Security Agreement, their obligations shall be joint and several.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.