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PACIFIC POWER & LIGHT COMPANY

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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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e from the in the fact formed which as load junic in the reconding time of this screening. This agreement is made this 30 day of October, 19 78; between Pacific Power & Light Company 4"Pacific")

LARA ("Homeowners").

I. Homeowners represent that they are the owners or contract vendee of the property at:

HOO Eldorado, Klamath Falls

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Floor above garage to R-19. Install 2 storm doors and spermanent storm windows on all windows.

Translation and insulate ceiling to R-38 and floor above garage to R-19. Install 2 storm doors and spermanent storm windows on all windows.

Translation 1903 A DIVISIA STATISTICAL STORMS 29100

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 239

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3. LIMITED WARRANTY PROVISION

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above.

Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevailing industry standards. If installation is not installed in a workmanlike manner, Pacific, at no expense to the Homeowners, will cause any deficiencies to be

If upon completion of installation, Homeowners believe the work is deficient, Homeowners must contact the Manager, Weatherization Services Department, Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, (503) 243-1122, or the

District Manager at their local Pacific Power & Light Company district office.

EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER WARRANTIES. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE WARRANTIES. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND WILL TERMINATE HOMEOWNERS REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT, SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENCY OF THE WARRANTIES OF ANY ONLY PLET OF THE WARRANTIES OF THE WARRANTIES OF ANY ONLY PLET OF THE WARRANTIES OF THE WARRANTE O District Manager at their local Pacific Power & Light Company district office. SEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE.

NOTE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Pacific conducts Home Energy Analyses at the request of its customers to determine the cost-effectiveness of insulation and weatherization based upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy use, it is not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

Pacific may petition the appropriate Oregon Legislature to amend current law to allow the Company, rather than individual owner-

occupants, to receive the benefit of any tax credit accruing from the installation of energy saving materials provided for herein.

4. HOMEOWNERS' OBLIGATION TO REPAY

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization prior to the sale or transfer of any legal or equitable interest in any part of the property, except that in the case of a transfer due to death, such payment shall be due at the time title of the property is deemed to pass to any other person. Homeowners other than natural persons (corporations, trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization within seven years of the date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due.

5. HOMEOWNERS' OBLIGATION TO NOTIFY

Homeowners shall notify Pacific in writing of the sale or transfer of any legal or equitable interest in any part of the property, whether it is voluntary or involuntary. Such notice shall be sent as soon as Homeowners know that there will be a sale or transfer, and not later than one week voluntary or involuntary. Such notice shall be sent as soon as Homeowners know that there will be a sale or transfer, and not later than one week before the exepcted sale or transfer. The notice must include the name of the Homeowners, the address of the property, the name of the person to whom the property is being sold or transferred, and the name of any person or company who is acting as a closing agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any of the persons so named and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons owe to Homeowners.

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of the following dates:	meowners obligations herein. Homeowners hereby mortgage to Pacific the property, together with all present and freements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to come and the state of the
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(2) the date on whi	ich any land i state in any part of the property is transferred.
including witho	ten any legal or equitable interest in any part of the property which does not exist as of the date of this agreement is created in any legal or equit is filled to forselves.
other encumbra	out imitation any deed, lien, mortgage, judgment or land sale contract; ich any action or suit is filed to foreclose or recover on the property or any part thereof for any mortgage, lien, judgm ince on the property or any part thereof which existed prior to the recording date of this agreement.
7 DEDEECTION	ich any action or suit is filed to foreclose or recover on the property or any part thereof for any mortgage, lien, judgm on the property or any part thereof which existed prior to the recording date of this agreement.
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agreement. This agreeme	r who signs this agreement shall be individually and jointly reconstitute.
written consent of Pacific	r who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without
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10 BOMPOWA	by a written instrument signed by
If this	S' RIGHT TO CANCEL
agreement without any ne	s solicited at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel a nalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must say that
the goods or services and r	is solicited at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel to make the mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed the mailed that you do not was many and the mailed that the m
Pacific Power & Light Co	bullingary 500 A statisfactor the third business day after you sign this agreement. The next that you do not we
However: You may n	mpany, 500 Main St. Kamath Falls. The notice must say that you do not we managed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed tot cancel if you have requested Pacific to provide goods agreement.
(2) In the case of good	to transcel if you have requested Pacific to provide goods or services without delay because of an emergency and its makes a substantial beginning of performance of the contract before you give notice of cancellation, and
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PACIFIC POWER & LIG	HT COMPANY HOMEOWNERS
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WM. D. MILNE, County Clerk By Dernethan Kitsch

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