	10.05103	1.1.1	2. 1. 1. 1.	- C.	9		1.1.1	3.00.000	1.1		1.1	C	515.110	1. 6. 6. 9	1.1.1.1.1.1.	A 19. 1	2 Y Y Y
				<b>1</b>				- C.C.	1		Clear ar	e. 19 1.	12, 124 March 1	900 C.C.			1.14
								12.1	1 S. C.						-		1.8.4
				Sec. 1				Γ. π	- V II.			2 a 🗹	- 6 - 7	nn.	-		
14	Sec. 12	28					_	- ; -					_				
19	- C.	1.1.1.1.1.1	·	19.030		1 S S S S S S S S S S S S S S S S S S S	1.1.1	1.1	40.6382	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -	14 14 2 2	2×100 be	2.8 20 6264	م وقور ال	2 - 20 M P P P		- 57

WEATHERIZATION PROGRAM 194 7/16-16-10 off-16-16-5

		1. 1. 1. 1. 1. 1.	14848.24	1 S.	8.2.3.9.9.9
Y11111	l inge-	计数字符 化分子	10.00	1. 1. 1. 1. 1.	Sec. Sec. 24
some	in sect	Sec. All	1.1.1.1.1.1	Sugar 1	
1.1.1.1.1.1.1.1	Sec. 2.	· 포타 중 : () 나	NR 129 BC	111	わけ らてけ
ೆ ಕ್ಷಿತ್ರಾ ಭಾಷ್ಣ		00	1 <b>1</b> 1 1 1	1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 - 1993 -	
1. 1. N. C.	74		r / 1		INS
		170		202	
5 San 6 S 1	300 A 10 T	$(\mathbf{v},\mathbf{v})$		111111	

Form 4107 1/70

OREGON

#### Alex dia to the second vision INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

n arana

Pags 22048

(zin code)

(LIMITED WARRANTY)

Linear Contract and a second second

31.1	This agreement is made this <u>16th</u> day of <u>May</u> , 19 79, between Pacific Power & Light Company ("Pacific")	
and	David C. Elliott and Eloise C. Elliott	
and _	"Homeowners"	
12459	I. Homeowners represent that they are the owners or contract vendees of the property at:	
68269		ł
1.1.1.1	<u>Conser Klamath Falls</u> Klamath County Oregon 97601	
ar 1 - 1		

taddress) to the second s

all modifier taoine ag galde na an mó haife a annanaig. If duir an sult la ang aga bar achasúnaí a bhrann a seite

That Real property in section 32 township 38 south, range 9

- and reast of the willamette meridian which was conveyed to homeowners
  - by instrument recorded at volume M77 of deeds, page 14945 in the records
  - of the County Clerk of Klamath County, Oregon. January Statistics and Statistics

ende benav yran nov "entypis to steam ant encourae de nov has pairs of to sendly addread yran and day random s hereinafter referred to as "the property." addre for adda bardian of nodas ide laborand values of a mission and 2 Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pursuant to current Company Specification 3.10. ingetto called ginemally, ise first hor

- Storm Windows: Install \_\_\_\_\_\_ window(s) totalling approximately \_\_\_\_\_\_ sq. ft:
- П
- Storm Doors: Inställ \_\_\_\_\_\_ doors g ont yn bed meatner alb i writeerrolt ig as minniged hijner elef \_\_\_\_\_\_ i as thet have a start of the weather strip \_\_\_\_\_\_ doors in de er neithiner lave acciding the billion of hear second acciding the billion of hear second acciding the second acciding to the second acciding to the second acciding the second

□ Sliding Doors: Install \_\_\_\_\_\_doors. □ Sliding Insulation: Install \_\_\_\_\_\_doors. □ Ceiling Insulation: Install insulation from an estimated existing R- 111 to an estimated R- 38 ..., approximately \_\_687 - sq. ft. □ X: Floor Insulation: Install insulation from an estimated existing R- 101 to an estimated R- 19..., approximately \_\_1025 sq. ft. □ X: Floor Insulation: Install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation insulation insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation to an estimated R \_\_7 ... (c) insulator on to install duct insulation insulating insulation insulation in TROther: Insulate water pipes: in the crawl space:

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$1093.00

### 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 corrected.

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.

District Manager at their local Pacific Power & Light Company district office. CALL STREET 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 HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND WILL TERMINATE 90 DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX-PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-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

you. Sal Bight 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.

# 4. HOMEOWNERS' OBLIGATION TO REPAY, and partition of the second s

A DI DIMERSI DE DIVERSI DE LA DIVERSI DE 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 for consideration of any legal or equitable interest in any part of the property. Homeowners other than natural persons teorporations, 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.

Frank Linds Statistics

#### 5. HOMEOWNERS' OBLIGATION TO NOTIFY a nut manie

Homeowners shall notify Pacific in writing of the sale or transfer for consideration of any legal or equitable interest in any part of the property. Molleowners shan noticy racine in writing of the safe of transfer to consideration of any regard equilable interest in any part of the popula-whether it is voluntary or involuntary. Such notice shall be sent as soon as Homeowners know that there will be a sale or transfer for consideration, and not later than one week before the expected 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. PD - 35 - CE - 6

1.1.	Ξ.	68 T.		.23.	1.1	100,000,000				1.1	× .		$\mathcal{Y}$	2.2	Sec. 3	1.1	1013	1.2	1.2.	e	- <b>4</b> -	14.7		1	1.1	20.00	1.00		1.1.1	$\Delta h$				111		-							-				-							1.6.			4.31
÷	12.5		6	20-	1.20	100	1930	N. 47.	1.1	1.1.0	11 B -	1. 2. 40	1.64	تيديك	6225	1.2.2	298	42.24	10.00	dir	÷	- N	104	6 F.	82	2.25	1.54	63 K.	257	1.20.4	1. HT	شي ري	ŒΑ		1.1	1.5	003	1.0	1.1		2141	С P.,	يە: مە	121	100	244	* 20 A .	1.1	. •••	e., # 2	1.90	- 7	1000	6 1 1			
2003	. C.	1309	PT (461)	റ	1.1	64 ( No. 1	1.5.17	1.5.3	EF	- C.	1996	222	14.1	(1993) 1993	A. 1.	ST3.	- 5422			أصواك	1000	la Fri	er s	- e 2 a	e. 17.		1.11	1.0		12.58		100	100	1.00	e (163	022			6.0	98.	i		ಕ್ಷಮಗಳು	626	S	ಿಗೆ	21.2	· •	6 A 4	. 1 8	- H.	97 C	2.0	- 15		d san	
$^{\circ\circ}$	10	1.5		S. S.	332	(L. 94)	283	( <u>) </u>		1.1	1.			1999	546	24	÷.,		- 22	2 C	1 w	1.0	1.1	CC .	2,2	440	C - 1		232	1.1	10.1	÷25.	<u>.</u>	<u>а</u> л	100		÷ 22	1.1		110	S.,	2.00	8.11	- 57	20.24	0.75	Ne.	eré.	785	3.84	2067	5.0	5. C.	-17-2	- C	1997) 1997	6.50
2.25	6.5		-	-		2 . S. S. S.	0.77		11.00	1111	011	<i>EY</i> .	- 17	1.14	111	m	11.5		n -	C 1.	1.11	14		· • • •	20.03	282	×	1.11	10			1+	345		1.0	÷		1.14		21	174	SU 2	6. P.	99.	A C	C 3	19	18		5. C	44.9	آسر به		. 48	10. M	. T	
5.00	. و ف	1.60	S. See	<u> </u>	1.2.2	Sec. 1.			1000	- C.				1.5	<u> </u>				• •	3.5		****	لايشمانهما	1998. XX	اليومة /	in all a	1.14		1.1	1.1			-		i.				131	9 E.	2.2		201	S		19		24	2.14	1.1.4	- 467	24.6	1.4	1.8	10.2	18.20	
	1.2	· · ·	90 G.	1995 - S. S.	· · · · ·	5 - F. S.	イデジ	6338.	15.58	2.12	100		guer	- 12 T	- 24	202	1-36		÷	Sec.	ξr.,	0 e C		9 B	1.12	dan.	25.	18.8	14.2			12.77		1.1.1.	1		195				1.22		and a	- C	·	* .				7 T 1	÷		سيعج	ودرجيت	-	******	÷.,
1920	16 A.	14 C	- y 0.55	100				Same		1.1	11.1	362.1	122		2.95	67.54		S	12.2	- 67.	1.0	191	204		- X	÷.		10 E	201		1979				1.1	157-		: A.	See. 2	- C.	843	4033	tani:		+ N.	i.,		2.55	192 S	11.5	-97.1	111	42 Q	2.2.1	, * i = 1.	2011	27
			- 1 C	1992 - B	53.12		S 194	÷ 1, 5	1-194	124.2	18,213	199		1.74	T VÊ	10.55	6 N.	1.25	31.L	1.1	12.	42.4	드린	12.5		235.	8-1	ିନ୍ଦ	1.1	<b>n c</b>	۰c	G.2.)	1.11	÷ .,	40.2	94	1.1	100	8. C. C.		- 14	1025	-3.5	765	옷은		2.27	85.		<i>a</i> .	- 10		1.6	. S.	- e	2749	<u>A.</u>
100	1.44	1.1	12.1.1	general.		ğı Re.	20.0	8 250	Citi 🕫	in series de la companya de la compa	41372	5.77	1.000	1.2.2		1971	252		- 201	1.1	1.53	e-22.,	1.75	1.1	101		고르	- 54	16.75	1		500	1.1	er* 5	- C	-	1.1	. N.	- T 2	'n 26,		U. 1	Q 40.	÷.,	10. jak	100	• يەت يە	in i	-	a sine			55.24		1	262-21	- 33
S.,	kaŭ.		1.2	1,266	499		19 - E	204	1.000		J. 1	1.12*	Real a	9.472	24.	10.00	19 M	19	14.1	-12A)	82 °	1.5		25,21		10	منغب		asiya,	-			₩ ¥3	19.5	8N -	4.45		wyin,	in inc	and a			10.00	10.912		R. 6	2.2	÷.,	÷.,	. A.	5 de 16	3 · · ·	-11 R				
34 C. 2	257	11	- 10 cm		1.1.1	1.15		n et de	10	· · · · .	10.9%	12 M		S. 1973	1.00	د به ه	14 1	1 8	1.1	2.12	1.8	0 m	4.9	744	21.2	2.2	12.5	6.0	verg.	381		10.202	1.55	2113	5 A ()	Ut is	م کې	计中于	12.5	شرب رز	- en 18		1.13	1.1	in pr	1.1		2012	- T	- C		1.1			8 P.	100	
197	1.20				Sin	- 14 C	10.1	17.1	361	1.1	$^{\circ V}$	7.61	C EC	3. J.	С. А.	-11	<i>44</i> /	£4.	Wł	202	E 31	14	5.А	WU		÷97.	617	£. 5.	3.57	1.1	1.10	341	12.	1.1	385	1.1	್ರಾಗ		2,54	0.2,2	a	y Ca			ça da	1.12		9.1	h. 14	. 62		12.3	- 10 T		11.7	- 22	14
101	1.1	S. 6.	1.5	20.20		11466		12.5	16.35	9.77	9.1	. E.	-		6.8	201		·		÷		2.0		3.8				÷	280		22	S	. e. C	×.,	1.1	1.1	S. c	8 G.,	SS.,	24.	1.1	20.91	1 C.	255	. S. S. S.			4.15	12.1		1.11	200	· · · · ·	612 y	añ.	1975	1.24
<i>2</i>	995 -	24	·	142.9	14 A.	11221	$Z_{2} = \Delta_{1}$	68.4	X 197.	1.1	2. 2.	. 3.	14.15	10 S -	1.5.2	110	1.1	12.1	1.1.1	-80 °	7 1	132	6.17	es.4		1.22	201		њ÷н	·	1 E E	1	6.24	1972	1.12	120	·	-57					- 57 -	20 A	- 13	e 143	4 C - C	-	e i	-41		3.5.	21.2	1.11	100	4 Y	ć
25.	-	1.4.5		- Co 7.	19. N. S.	. 6	32.1	1520.		9 A 4	91.° -	- 14			132	1.1.1	163	24	111	- 27	1.30	1.1	227	19	100	÷.	- P.F		1.77	252	2.2	1.13		77 H.	1.14	1.5	- 11	÷.	100		.785			-27	~: X	12	à	12.1	12	12.1	. ~v	S		ЪĽУ		ia, 14	
/S/ 1	7.20	22.4	1. 1. 1.		13.	1.6.1	이 지수?	1.050	1 X C	1.6	- N - 1		0.000	200	1.00	- P	100	÷		î:	1.5		99 F		12.11	1.0	C 74	ing ke		250		- 2		1				1.171	с÷.	1.12	ЪС.,	= 100	2.1	ст.,	1.1		- 71	1.00	· · · ·	10.00	$2j \ge j$	~ 192		1.724	157	e Sin	8. L.
	12.67	- C.C. (*	S 0 1	1.612	1.11		9-14 <u>(</u> 1)	ې د ا	÷ .	27.3	192	1.22	200	82.1	- 01	- F	14	1.1	200	8.8	181	N.	9 K.	-34	180			1.23			100		1.2			÷.,	2.0	्यः	e, j.	1.1	1.2		2.63	1.1		0.2	1.1			22		1.1.2	8		81.0		5.6
2.1	15.22	suèn		uq	2 G.C						31 m )	mere			وتيمن	-	-1-1	-	-	ini.	19.56	inge	÷ 1	<u>.</u> ***	1 S.	99 E.			16	. C'	87	- 42	1.1	1.1	100	Carl	274	30 eg	10	122		16,2	SF.			272	12	5.00		51 F		2.2		1.3	16.0	- A.	
281	5- S			224 (A	6.27	記念員	10.11	1.11%	5 e Sir	1.54	94 C -	0.58	815			175	1.00		110	i ta.	油品	a Che	2, 7,		2.77	143		-324	చరా	$\{ v_i \} \in \mathcal{V}$	-920	226	12.	121	. N	450	. n.	- 14	8. C)	6 J.		9.4*	5 P.,	124		ч. с.,	S	1.4	61,5	14-		6 A D.	174		6. A 4		6.

## FACIFIC POWER & LIGHT COMPAN

22049

6. SECURITY INTEREST, MAROORS UCH ASIABLY AW To secure the Homeowners' obligations herein. Homeowners hereby mortgage to Pacific the property, together with all present and future pputerances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur f the following dates: 1012 of the following dates:

(1) the date on which any legal or equitable interest in any part of the property is transferred: (2) the date on which any legal or equitable interest in any part of the property which does not exist as of the date of this agreement is created. including without limitation any deed, lien, mortgage, judgment or land sale contract:

(3) the date on which any action or suit is filed to forcelose or recover on the property or any part thereof for any mortgage, lien, judgment or other encumbrance on the property or any part thereof, which existed prior to the recording date of this agreement.

Jidill'.J gridld

1358

### 7. PERFECTION OF SECURITY INTEREST

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by Pacific to perfect this security interest? vienco diamente: 1 Section 21

8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this agreement. This agreement shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without the e ognes, increased introduction and state of south, renge 9 written consent of Pacific.

9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the narrowser recover at volume W7 of deads, page 16965 in the records parties. 10. HOMEOWNERS' RIGHT TO CANCEL (OREGON STATUTE) TIRUOD, MID SELVED STATUTE)

If this agreement was solicited at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel this agreement without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must say that you do not want the goods or services and must be mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to: 500 Main St., Klamath Falls, Oregon 97601 Pacific Power & Light Company,\_

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and (1) Pacific in good faith makes a substantial beginning of performance of the contract before you give notice of cancellation, and (2) In the case of goods, the goods cannot be returned to Pacific in substantially as good condition as when received by Homeowners.

HOMEOWNER'S RIGHT TO CANCEL. (FEDERAL STATUTE). You, the Homeowner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

## 11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT

PACIFIC POWER'& LIGHT COMP HOMEOWNERS impation I will be made distribution STATE OF OREGON and and a human reason and the other of Autoan Netri an Ss. Balana Lanay Zahara ( 2015) milillad slider) constants Mav 1.1.1.1 County of to Klamath Studies (2010) 2111 22 (2011) 22 (2011) 22 (2011) 22 (2012) 22 (2 20 HTEINSTAW ADDISCH NOT HO TEAM AND A SUBJECT OF SUBJECT OF A LODIER OF A CONTRACT OF CONTRACT OF CONTRACT OF A CONTRACT OF Ċ. Unitality Before me: s é ar cheire a régar contration courte e très court directant belland. L'an court e goi altres se conservation evolue de conservation de la composition de la Conda Notary Public for Oregon 46 oners of the court of a data sublicity suffit My Commission Expires: 2/13/82 The commission expires <u>(1977)</u> (1978) and (19 been at astronomic realizing (c) ssine? probried that taken include 2 County of letter and that any market of the balance and sufficient and an anomalise provide the state of the more sufficient and the state of the more sufficient and the state of the stat Personally appeared the above-named \_ and acknowledged the foregoing instrument to be voluntary act and deed. (1311 C1 2011) (0.14(3.2.3.4 (11.14)) construction for minimum shifts for the real prime for a still the still real the minimum still structure and ne set hannen malt subersterenendet. Erseuren sitt in son son eine son in beson beson in seinen so hend erseur Before met subersterenen einen den meter han einen sitt in sen tor eens ha Before met state in meter son handlik ere deres and states un dermost cost of the inscholon and wonders stand within second standard the anter man my mail after more mail main aller for mariles and reasons with restricts and hered My commission Expires

to the mile course the game as the difference of section products in the section with the account of the account of the WHEN RECORDED RETURN TO:

PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204 STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 17th day of M79 September A.D., 19 79 at 1:34 o'clock P M., and duly recorded in Vol\_

on Page 22048 Mortgages

\$7.00 FEE

WM. D. MILNE, County Clerk By Dorm, that Alusc Deputy