PACIFIC POWER Form 4107 1/79 OREGON

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PACIFIC POWER & LIGHT COMPANY

79297	WEATHERIZATION PROGRAM V M
INSULATIO	ON COST REPAYMENT AGREEMENT AND MORTGAGE POGE TOO
This agreement is made this 2 da and	y of August 19 79 between Pacific Power & Light Company ("Pacific") e owners of contract vendees of the property at: Glorest Lamath Falls ("Homeowners").
which is more particularly described as:	ddress! Contract venders of the property at: ("Homeowners").
	Winema Garden
에 무섭하다는 이 사람이를 살려가 하는데 보고 하다면 하게 되는 것 같다. 그 보고 그는 그를 다 그 얼마를 하는데 되었다.	ot 2 Nock Z
hereinafter referred to as "the property." 2. Pacific shall cause insulation and weathers suant to current Company Specifications	부탁특히 다양을 받는 한다. 내 전환 경우를 가장하는 것들은 전략을 받는 것은 아이들이 된다. 이 분인 사람들이 되는 것으로

2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pursuant to current Company Specifications.

Off ci	Served Delow	Subject to note:	되지만 나는 강에 하면 하게 하는데	有符 医阿斯特洛斯特氏虫属
Storm Windows: Install	ilai Pasiyas Layu	- Jeer to notations)	to be installed in Hon	
Storm D windowstate		والمراكب المراكب المراكب المعارض والمعسوات	mained in Hon	leowner's bar-
Storm Doors: Install	approximately 4		是图题 所以特别的 化 化	s nome
Weatherstrip 7 doors.		- 2_ sq. fr	싫다. 명이 하면도 최고 하고의 모든	관계 일반되는 그리는다.
G currendors			Gastini, March College Service	化油 化氯甲烷基甲烷基
☐ Sliding Doors: Install	and the Designation is	경기의 하다니었다. 그리아 하나요?	공부하다 사람이 기술하는 하는 다음이다.	
☐ Sliding Doors: Install doors. Ceiling Insulation: Install insulation from an estimated of Duct Insulation: Install duct insulation from an estimated of Duct Insulation: Install duct insulation to an estimated of Moisture Barrier: Install moisture barrier in crawl space	25 (51 Mg 1-9, Haller 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4,	Basil Microsoph West Merks	使风筝生物 计专业 被引起不到	1 A
Cening Insulation: Install months		美国人名英格兰 医阿里勒埃斯特氏病		
Floor Insulation II misulation from an estimated	pi : *: ** ここ: **フ *		in out in the flat like it in the large of the	
Institution: Install insulation f	existing R. /	副型制 不够与了感染的人的感染	~	法法国法国法国 电电流
Duct Insulation: Install 1	vietina D	to an estimated R.	\mathcal{L}	11-
Moisture B	Alsting R.	O an estimated D	approximately	1446
Moisture Barrier: Install maintain to an estimated	R 142 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	an estimated Ray	7 onne	→ → → Sq. ft.
Moisture Barrier: Install duct insulation to an estimated example. Moisture Barrier: Install moisture barrier in crawl space. Rother: Wrap hot and cold was	er eta et arriga.	資本 (25-20) (15-24-45-47)	- approximately	1355 00 10
Cother: (1, s) A could be a first space	(* 16. id. a - 3. a. id. 1976		1 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	→~~ ≈q. 11.
W (a) not and cold		어디어에 있어 하는 그녀들이 얼마나 한다.	하다 보이었다. 생생은 사람이 다고 있는 것들이 없는 것	
	ICE D: DD			스팅 시간이 그 얼마를 보고 있다.
뉴는 보기 가격하면 있는 보기가 없는 사람들이 하면 사람들이 살려면 함께 다른 사람이 되어 있다.	P. P ~		的复数计算数计算数 计分类点 敬 頭	
I ne cost of the installate	3.7 (3.6 Peter) Fig. 1. 12. 12. 12. 12. 12. 12. 12. 12. 12.	5.4、264.2444.3344.3443.33		
The cost of the installation described above, for which U	All Wales Marchael Contact of A	경마는 이 살았다면 그의 없이 하는 것	화가 이 경험 보는 이 등 생생들은 것이 다시다.	经存储性 计正常系统 电压力
above, for which tr	ほし 越きらいた (さいきば) かいぶん		et and in the analytic field which in the second	and the second of the second of the second

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2264

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above. Pacific shall contract with an independent insulation and weatherization contractor and win 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. Fractic warrants that the institution and weatherization materials will be installed in a workmanuse 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 District Manager at their local Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, 15031 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 HOMEOWNERS. WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION. AND WILL TERMINATE OR IMPLIED WARRANTIES. NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONTRACT. OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT: ARE LIMITED TO THOSE REMEDIES EA-PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-

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 vou.

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 Pactic 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 tasts it is not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good the insulation and weatherization, or by entering into this agreement, does not warront 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

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 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 (corporations, trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization within seven years of the

5. HOMEOWNERS OBLIGATION TO NOTIFY

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. 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 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 for consideration. whener it is voluntary or involuntary. Such notice shan be sent as soon as fromcowners show that there will be a saic 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 tion, and not later than one week before the expected sale or transfer. The nonce must mende 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 cooning agent to the sale or transfer or is otherwise participating in the transaction, fromeowners authorized radine 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

6. SECURITY INTEREST

To secure the Homeowners obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future purtenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur 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;

including without miniation any decu, near mortgage, judgment or unit safe contract.

(3) the date on which any action or suit is filed to foreclose 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.

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.

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 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 parties.

10. HOMEOWNERS RIGHT TO CANCEL (OREGON 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 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 unsagreement without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must say that you do not wants 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:

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.

transaction at any time prior to midnight of the thir attached notice of cancellation form for an explanation	RAL STATUTE). You, the Homeowner, may cancel this d business day after the date of this transaction. See the
11. HOMEOWNERS ACKNOWLEDGE THAT THE	Y HAVE RECEIVED A COPY OF THIS AGREEMENT.
PACIFIC POWER & LIGHT COMPANY	HOMEOWOURS
By	- Thrus Minney
STATE OF AREGON	Oden M. Seona
County of Klamath	- August 27 19 79
Personally appeared the above-named	D. Luoma
Comment on the Control of the Contro	voluntary act and deed.
ambia.	Before me:
OTARY T	Notary Pulphic Por Orchant
STATE OF ORLGON	My Commission Expired 8/20/82
County of UK Lamon 1 ss.	-(lugust 27
Personally appeared the above-named Elean M and acknowledged the foregoing instrument to be her	- کسر ۲۰۱۵ هـ voluntary act and deed.
	Before me:
	Start ublic for Order
	My commission Repres: 8/20/82
WHEN RECORDE STATE OF OREGON; COUNTY OF KLAMATH; SS	D RETURN TO: Y SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204
I hereby certify that the within instrument was rece	ived
<u>January</u> A.D., 19 80 at 2:42 o'clock of <u>Mortgages</u> on Page 732	P.M., and duly recorded in Vol. 180
FEE \$7.00	WM. D MILNE, County Clerk
	By Dernetha SheTach Deputy