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## **CIFIC POWER & LIGHT COMPANY** willing at which

OREGON 80969	WEATHERIZATION PROGRAM $V_{OI}$ , $m_{GIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII$
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INSULA	TION COST REPAYMENT AGREEMENT AND MORTGAGE
	(LIMITED WARRANTY)
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This agreement is made this <u></u> John M. and	Julia M. Godard ", Jetween Facilic Power & Light Company ("Pacific")
I. Homeowners represent that they a 5829 Winter	re the owners or contract vendees of the property at Klamath ("Homeowners"). C Street Klamath Falls (Street Oregon 97601 (address)
which i	taddress)
then is more particularly described as:	representation of the second of the second of the second of the second
이는 것에서 이렇게 가지 않는 <b>생각 한 동생</b> 이 있는 것이다.	n an
DTOCK	MRA 위험을 수입하는 것이 있는 것이 것을 가지 않는 것을 했다. 것은 방법을 가지 않는 것이 가지 않는 것이 있는 것은 것이 있는 것이 있는 것이 있는 것이 있다.
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H WHERE THE HAR CARLEND AND THE LOCAL	
reinafter referred to as "the property"	
2. Pacific shall cause insulation and wa	,这个你们不是我们的事情,我都是有关的人,我们就是我们想到我们就是我们要是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们 我们就是我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是
ant to current Company Specifications.	atternation materials checked below (subject to notations) to be installed in Homeowner's home nur-
X Storm Windows: Install7	atherization materials checked below (subject to notations) to be installed in Homeowner's home pur- window(s) totalling approximately <u>110</u> sq. ft.
Storm Doors: Install doe	Windowisy totalling approximately <u>+++</u> y sq.ft. approximately to the part of t
X Sliding Doors: Install 1 do	ors. • And the second sec
UXI Floor Insulation: Install insulation	pors. In from an estimated existing R $\frac{13}{0}$ to an estimated R $\frac{38}{19}$ , approximately $\frac{820}{970}$ sq. ft.
Duct Insulation: Install duct insulation	ation to an artificated in Columnated Residue approximately 02Uso ft
Moisture Barriers Install	▲行うの第二日、東京に「「宇宙学校開展である」「「「「「「」」」→「宇宙学校主教授者を受けていた。「「」」「「」」」「「」」」「「」」」」「「」」」」「「」」」」
为 Other: Wrap all expos	barrier in crawl space. ed. water. pipes
e cost of the installation described above	, for which Homeowners will ultimately be responsible under this agreement, is \$
3. LIMITED WARRANTY PROVISI	(A) which itometers will intimately be responsible under this agreement, is \$_1539.30
Pacific shall contract with an induced	승규는 것 같아요. 그는 그는 것 같아요. 그는 것 같아요. 그는 것 같아요. 그는 것 같아요. 그는 것 . 그는 그는 것 . 그는 그는 것 . 그는 그는 그는 그는 그는 그는 그 그는 그
acific warrants that the insulation and w	t insulation and weatherization contractor and will pay for work done as described above.
ndards. If installation is not installed in	a insulation and weatherization contractor and will pay for work done as described above. eatherization materials will be installed in a workmanlike manner consistent with prevailing industry a workmanlike manner. Pacific, at no expense to the Homeowners, will cause any deficiencies to be
rected.	Solution will cause any deficiencies to the Homeowners, will cause any deficiencies to be
If upon completion of installation, Ho	meawners believe the work is deficient, Homeowners must contact the Manager, Weatherization Company, Public Building, 920 S.W. Sixth Avanua, Portland, One (Company, Public Building, 920 S.W. Sixth Avanua, Portland, One (Company, Portland, Company, Portland, Co
vices Department, Pacific Power & Light	meawners believe the work is deficient. Homeowners must contact the Manager, Weatherization Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, (503) 243-1122, or the & Light Company district office.
tritt Manager at their local Pagific Doma-	8 1: 13 Oregon 9/204 (5031 943, 1199) and
	S EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER IMPLIED WARRANTIES ARE EXTENDED ONLY TO THE MAKES NO OTHER
ALLOWING THE MAN AND AND	INTELL WARRANTIES ARE EXTENDED ONLY TO THERE

WARRANTIES, ALL EAFRESS AND IMPLIED WARRANTIES ARE EATENDED 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-DESCRIPTION OF THE DEFINITION OF THE STRICT LIABILITY OF 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 vou. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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 faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of the individual energy is the request of the surgement will each is a surgement. 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 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.

### 5. HOMEOWNERS' OBLIGATION TO NOTIFY

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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, 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 considera-tion, 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

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				1997 - C. S.	

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039 Televicity A.D., 19 30 at 10:00 c'clock A M. and duly recorded in Vol. 

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WM. DOMIENE, County Clerk

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#### 6. SECURITY INTEREST

# MARDOST MOTASHERTARN

To secure the Homeowners' obligations herein, Homeowners hereby morgage to Pacific the property, together with all present and future appurtenances, 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;
- 12) 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 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.

STREET COLLECT

#### 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 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 agreement without any penanty, cancenation record or other inflation obligation by maning a notice to rachie. The notice must say that you do not the third business day after you sign this agreement. The notice must be mailed to: Pacific Power & Light Company. P.O. Box 728 Klamath Falls, OR 97601

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 COMPANY HOMEOWNERS Solution Bringer O IOTA 2 Ś STATE OF OREGON 2003 Same STATE 1 55. Mulol (Klamath Sec. 1. S. S. S. Carl OF Personally appeared the above-named OI and acknowledge the foregoing instrument to be The voluntary act and de 20年4日,其中不可有的公司,主要指定的目标的公司,并且 Refore m enter durante qui le qui di sui di la Notary Public for Oregon My Conquission Expires: 9-ጽ STATE OF OREGON in a shering the and the second Sugar in the Same Less, in administrative particular of 1085.0% and a 1% function of the standard s 100County of that all mail was seen by a strangenergy, all and any strangenergy, as included how buy a Personally appeared the above-named and acknowledged the foregoing instrument to be \_ voluntary act and deed. adaxi official but net on of the transmission open of the second model of the second second to the second Before me: 1949 for entry (million and many million realizing and should place by the market of the Sature alone by salet set of a spin soil Sec. Sec. Oak Notary Public for Oregon My commission Expires: when the weeks and here weeks 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 21st day of February A.D., 19 80 at 10:00 \_\_\_O'clock\_ А \_M., and duly recorded in Vol. Mortgages of 3408 on Page. WM. DAMILNE, County Clerk FFF \$7.00 Deputy