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# PACIFIC POWER & LIGHT COMPANY M Page 3426

### INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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This agreement is made this 27th, day of AUGUST	19 <b>79</b> b	tween Pacific Power & Light (	Company ("Pacific")
and Gary L. Smith and Vivian L. Smith		additive for the transfer of his	("Homeowners").
I. Homeowners represent that they are the owners or contract vended	s of the property at:	America Cregon	97601
(address) which is more particularly described as:	(county)	(state)	tzip codel  est sust printing significant  rus vidi films same estat  films esperate structure films
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this tippe, to rest their own was reading being bell turbering at the chart habit of the	in andreading of C		en en met
nereinafter referred to as "the property." 2. Pacific shall cause insulation and weatherization materials checked	below (subject to not	ations) to be installed in Hom	eowner's home pur-
suant to current Company Specifications (1) (2 1.1.5)  X) Storm Windows: Install 13 window(s) totalling approximation (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			
Storm Doors: Install doors,	ระบบรรมสำคัญ ใช้เราสารสา	ad mile kalika da ayar bada da kesa	1 1 TAME 1
Weatherstrip 2 doors. In a constitution of the state of t	Die de gifens III i konstill were geschens	adjut de tertena sila era saat sije reeli Geografischer Einstein as alle sie era	e i jaron i Geleneko 12 da
	O to an estimate	ed R- <u>· 19*</u> , approximately _	_1428_ sq. ft. 1428_ sq. ft.
□ Moisture Barrier: Install moisture barrier in crawl space.  X) Other: {{Wrap}hot and cold; water pipes		og in voetz a en e	
The cost of the installation described above, for which Homeowners will	ultimately be responsi	ble under this agreement, is \$_	2008.50
3. LIMITED WARRANTY PROVISION			
Pacific shall contract with an independent insulation and weatherization. Pacific warrants that the insulation and weatherization materials will be tandards. If installation is not installed in a workmanlike manner, Paciforrected.	e installed in a workm	anlike manner consistent with	prevailing industry
If upon completion of installation, Homeowners believe the work bervices Department, Pacific Power & Light Company, Public Building, District Manager at their local Pacific Power & Light Company district of EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIEWARRANTIES. ALL EXPRESS AND IMPLIED WARRANTIHOMEOWNERS, WILL START UPON COMPLETION OF THE IN OD DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL SEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE.	920 S.W. Sixth Avenutifice.  Iffice.  BED IN THIS AGE  ES ARE EXTEND  STALLATION OF T  ANY CLAIM, INCL  Y OR CONTRACT A  PACIFIC BE RESPO	ne, Portland, Oregon 9,7204, 65 REEMENT, PACIFIC MAI ED ONLY TO AND LIM HE INSULATION, AND WI UDING BUT NOT LIMITI ARE LIMITED TO THOSE	03) 243-1122, or the KES NO OTHER MITED TO THE ILL TERMINATE ED TO EXPRESS REMEDIES EX-
NOTE: Some states do not allow limitations on how long an implied w Some states do not allow the exclusion or limitation of incidental or cons			
This warranty gives you specific legal rights, and you may also have ot Pacific conducts Home Energy Analyses at the request of its customers upon average consumption patterns and typical local weather conditions use, it is not possible to precisely predict the savings that will accrue to any plaith concerning the anticipated benefits of insulation and weatherization, the insulation and weatherization materials provided for in this agreement.	to determine the cost- However, because of tarticular individual, The ordering into this	effectiveness of insulation and y the variability and uniqueness herefore, Pacific, by providing agreement, does not warrant th	of individual energy information in good at the installation of
4. HOMEOWNERS' OBLIGATION TO REPAY	bek dintels		
Individual Homeowners (natural persons) shall pay to Pacific, with prior to the sale or transfer for consideration of any legal or equitable interpretations, trusts, etc. I shall pay to Pacific, without interest, the actual date of this agreement. Homeowners may pay such cost to Pacific at any transfer of the	out interest, the actual crest in any part of the contract cost of the ins	property. Homeowners other adation and weatherization with	than natural persons
5. HOMEOWNERS OBLIGATION TO NOTIFY Homeowners shall notify Pacific in writing of the sale or transfer for c whether it is voluntary or involuntary. Such notice shall be sent as soon tion, and not later than one week before the expected sale or transfer. I property, the name of the person to whom the property is being sold or closing agent for the sale or transfer or is otherwise participating in the i so named and authorize and direct such persons to pay Pacific any obli owe to Homeowners.	as Homeewners know the notice must include transferred, and the transaction. Homeown gations owing under the	v that there will be a sale or to le the name of the Homeowner name of any person or compar ers authorized Pacific to conta his agreement from any monie	ransfer for considera- rs, the address of the ny who is acting as a act any of the persons
PD-35-CE	- 6		
ck_&16;, and duly recorded in Vol330	ola'o		

# Pacific Poyee & Light Company

6. SECURITY INTEREST ON MASCORS MOTASISTICATION OF SECURITY INTEREST ON MASCORS MOTASISTICATION OF SECURITY INTEREST OF MASCORS MOTASISTICATION OF SECURITY INTEREST OF MASCORS MOTASISTICATION OF SECURITY INTEREST. Homeowners hereby mortgage 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;

(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 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

office of nathing action of the contract 

<ol> <li>Each Homeowner who signs this a agreement. This agreement shall be bindi written consent of Pacific.</li> </ol>	greement shall be inc ng upon the successo	lividually and joint rs and assigns of th	lly responsible re parties. Ho	for performing meowners shall	the obligations of Hon not assign this agreem	eowners in this ent without the
9. This document contains the entire parties.	e agreement between	the parties and sl	nall not be mo	dified except b	y a written instrumen	t signed by the
10. HOMEOWNERS' RIGHT TO C	ANCEL TORREGON	CT ATH THE		3 365		
If this agreement was solicited at a agreement without any penalty, cancellation the goods or services and must be mailed be Pacific Power & Light Company,	place other than the on fee or other finance efore 12:00 midnight P. O. Box 72	offices of Pacific, ial obligation by m of the third busine 28 Klamath	ss day after yo	ou sign this agree	notice must say that y	ou do not want st be mailed to:
However: You may not cancel if you (1) Pacific in good faith makes a subsection (2) In the case of goods, the goods can HOMEOWNER'S RIGHT To transaction at any time prior to attached notice of cancellation for	nave requested Pacificantial beginning of protection of the returned to Protection (F)  O CANCEL. (F)  midnight of the	e to provide goods performance of the acific in substantial EDERAL STA	or services wit contract before ly as good con TUTE). Y	hout delay becar e you give notice dition as when r	use of an emergency are of cancellation, and ecceived by Homeowne	rs.
11. HOMEOWNERS ACKNOW	LEDGE THAT	THEY HAVE	RECEIV	ED A COPY	OF THIS AGRI	EEMENT.
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County of KLAMATH	eri makan di besasa.		_ cuig	JUST -	eZefakika ni da ken nela da kakika kilo da	19 11
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Personally appeared the above-named	Gary L	Smith	30 201193	inaci zoru	<u>Pasta (</u> , , , , , , , , , ,	
and acknowledge the foregoing instrument to	be <u>- his</u>	voluntary a	ct and deed.	Aaketusuiji Adribii ball	r i de leur de viril. Al la Morra est a vir	Para Service Control
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PACIFIC POWER & LIGHT COMPANY	ATTENTION: PR	CORDED RETU	RN TO: ON 7020 S W	CIVIDI AUN	N11111 ( 11.011	
STATE OF OREGON; COUN	ITY OF KLAI	MATH: ss.	914,7 920 3. W	· SIX I II AVE	NUE / PORTLAND	OR 97204
I hereby certify that the with			i ala me			
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