# PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM Vol.

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	January January	, 19,	Marie Alexander	07601
This agreement is made this	re the owners or contract ve	endees of the property at: Klamath	Oregon	trip co
I. Homeowners represent that they are 1325 California	(address)	(county)	something to the first of the contract of the	
ich is more particularly described as:	The same and the same of the s			r i Francis
See Exhibit A att		स्था । क्षेत्रकृष स्थाप कार्या वर्षीक्ष		park to the

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hereinalter relerred	i (i) as i milatio	perty."

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.

Storm Windows: Install 7 window(s) totalling approximately 143 sq. ft.

Storm Doors: Install doors.

- Weatherstrip 3 doors.

  Sliding Doors: Install
- Sliding Doors: Install doors.

  | Sliding Doors: Install doors. | Source of the state of the stat
  - Duct Insulation: Install duct insulation to an estimated R
  - ☐ Moisture Barrier: Install moisture barrier in crawl space. B Other Wrap exposed hot and cold water pipes.

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

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 It 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.

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 HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION INCLIDING RIT NOT LIMITED TO EXPRESS 90 DAYS FROM THAT DATE, HOMEOWNERS, REMEDIES FOR ANY CLAIM. INCLIDING RIT NOT LIMITED TO District Manager at their local Pacific Power & Light Company district office. NUMEUWINERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSURATION AND WILL START UPON COMPLETION OF THE INSURED TO THE INSURED TO THE PROPERTY OF THE INSURED TO TH 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

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 upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual refers, the not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good use, it is not pressure to precisely predict the eavings that will accrue to any particular mulvidual. A necessary providing another many faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of taun concerning the anticipated benetits of insulation and weatherization, or by entering into this agreement, does not wait and the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization individual Homeowners (natural persons) snau pay to racine, without interest, the actual contract cost of the usuamon and weatherization for the sale or transfer for consideration of any legal or equitable interest in any part of the property. Homeowners other than natural persons are to the sale or transfer for consideration of any legal or equitable interest in any part of the property. Homeowners other than natural persons are to the sale or transfer for consideration of any legal or equitable interest in any part of the property. prior to the sale or transfer for consideration of any legal or equitable inferest to 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 date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due.

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 considerawhether 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 tion, and not later than one week before the expected sale or transfer. Any notice must include 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 property 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 property 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 property. property, the mame of the person to whom the property is being some or transferrer, and the mame of any person or examinary with its 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.

#### PACIFIC POWER & LIGHT COMPANY

To secure the Homeowners' obligations herein, 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 PRESENTION CLIEF REPAYMENT AC DECMENT AND MORPOSOC 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;

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. grasini ikabu.

### 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 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, 500 W. Main Street Klamath Falls, Oregon 97601

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and Pacific Power & Light Company,

(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. HOMEOWNERS PACIFIC POWER & LIGHT COMPANY क मी र मैं बाबन जो विके ने के लगा कर ने ने के किया की दिए वर्षान्त्रं प्रश्लेष्ट स्वयं Could be place by analysis in a relativistic what we with which the little or through him a deathirm to the STATE OF OREGON to add to low some visco words! It is added to the district January 2 on Till of the (Cont.) Mary to come and some of the transfer o with times or well until brown to County of Klamath

County of Control of the Control seonally appeared the above-named Velma Clark ledge the porgoing instrument to be ther the thing of the voluntary net and deed the access to the ledge the proposition of the thing o Applicate the Tempolic of the first Parties are boiled at his Notary Public for Oregon 1982 My Commission Expires: STATE OF OREGON setting Establishment of the state of the production of the confidence of the confidence of the January 2 closes confidence of the production of the confidence of the January 2 closes confidence of the confidence of e jek minangdik w County of sail sales of transaction and bell mountainered office rate of the most contact beautiful at he Personally appeared the above-named \_\_voluntary act and deed. and acknowledged the foregoing instrument to be \_\_\_\_ marchinal will be to an martiney that it will - good tought or Belore me: .. was and we go a section it was not seen the section. कार हुए होता के कार कार के की की की की की कार कार की की कार कार की की कार कार की की की कार कार की की की कार की Notary Public for Oregon My commission Expires:..

That portion of Lot 2, Block 93, Buena Vista Addition to the City of Klamath Falls, Oregon, described as follows:

Beginning at the southwest corner of said Lot 2, thence in a northerly direction along the East line of California Avenue 19.63 feet to the beginning of an 11 degree 37' curve to the right; thence along said curve 26.2 feet to the southwest corner of premises described in deed from Ernest E. Wallin and Anna Wallin, husband and wife, to James H. Wilson and Irene M. Wilson, recorded April 24, 1948 in Book 219, page 427, Deed Records of Klamath County, Oregon: thence on a radial line of said curve in an easterly direction, and along the south line of said Wilson premises, 139.6 feet to a point on the easterly line of said Lot 2; thence southerly along the easterly line of said Lot 2, a distance of 38.5 feet to the southeast corner thereof; thence westerly 140 feet to the point of beginning. Also, the portion of Lot 3, Block 93, Buena Vista Addition to the City of Klamath Falls, which lies northerly of a line drawn 19.17 feet southerly of and parallel to the southerly line of Lot 2, in said Block 93.

CATE	OF OREGON;	COUNTY OF	KLAMATH; ss.	
·led t	for record at rec	quest of Paci	fic Power & Li	ght Co.
'his	8th_day of	July	A. D. 19_80 at	1:55 Clock A M., an
duly re	corded in Vol		Mortgages	on Page 12524
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