INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

 	INSULATION	(LIMITED WAR	PANTY)	gerfacti April 1995 in 1996 Oliver Santa S	
		(FIWITED MY	NATIONAL PROPERTY.		
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in control and in the	,,tL	and a second of the	10 80 bet	ween Pacific Power & Light	Company (- comes").
	day	of Janauary nd Dorothy L. Fran	oisco	# \$1.6 + \$4.5 to 100	(Homeowices
This agreement is	W Francisco a	nd Dorothy L. Fran	the property at:		97601
and Joseph	that they are th	of Dorothy L. France owners or contract vendees of Klamath Fall	Klar	nath Oregon	(zip code)
I. Homeowners	Box 667	Klamath Parr	(county)		
Kouce 1	•	e owners of comments of the state of the sta	grande (VIA ESPERANCE) Transportation (VIA ESPERANCE)	110,000	
1.1.L is more particu	larly described as:	and the state of t		atilitati a ere ere	
Which is more P		生产人的 医电影 经有限的	bich was (onveyed to home	Musra
42. A. A. A.	n -1 Property	in Klamath County	C D-odo D	ge 8077 in the	records
That,	Kear Tropos	in Klamath County ded at Volume 71	or beens, b	-6-	e de la composición dela composición de la composición dela composición de la composición de la composición dela composición dela composición de la composic
Dy III	01 -1-	of Klamath Count	7.9 , Y 7.75, Table (1)		
of th	ie County Crerk			And the second of the second of the	
	A time of the second second	20.44年(原外主持分類)。	and Maria days	and the effective	
and I though their self-	a Contract of the will all	marining a place of the control of t	Bur of North House	tational to be installed in I	lomeowner's home pi
hereinafter referred	to as "the property.	herization materials checked	pelow (subject to ne	BRIONA	
2. Pacific shall c	ause insulation and weat	The state of the s			
suant to current Co	mpany Specifications.	window(s) totalling approxima	tely	egyedő köztő kilentek filozoft. Talantok a talantok kilentek elektrologyak a talantok kilentek elektrologyak a talantok kilentek elektrologyak	
☐ Storm Wir	dows: Install 2 doo	herization materials checked window(s) totalling approxima		and the second of the second o	사람들 하철
OX Storm Doo	doors.	THE WAY STATE B	经银行证明 二起	38 approxim	ately 1936_sq. ft.
Weatherst	oors: Install : 1110 (15) do	ors. 1071 on from an estimated existing R	R-19 to an esti	nated R- 19. approxima	lely _1936 sq. IL
X Ceiling In	gulation: Install insulation	ors. 1001 on from an estimated existing R i from an estimated existing R ation to an estimated R barrier in crawl space.	Oto an estin	हैं। है विकास विकास करता है।	
X Floor Inst	ulation: Install insulation	ation to an estimated R	-•	r Tarangan kandaran Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Ka	
Duct Inst	Rarrier: Install moisture	barrier in crawl space.	THE LEASE		
M Moisture	1 Pottom Weath	erstrip			2,215.15
C Other:	I DULLOM WORDS	ation to an estimated R barrier in crawl space. erstrip Pipes		nsible under this agreement	, 18 &
The cost of the ir	istaliation described and	erstrip Pipes Ye, for which Homeowners will SION Lent insulation and weatherizate the street will be street as the street will be stre		ill pay for work done as desc	ribed above.
3. LIMITEI	WARRANTY PROVI	SION lent insulation and weatherizat	ion contractor and v	rkmanlike manner consister	nt with prevailing the
n-sific shall (contract with an independ	abarization materials will	De mistaneu u	to the Homeowners, will Ca	luac any

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

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.

EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER EXCEPT FOR THE WARRANTIES AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE WARRANTIES, ALL EXPRESS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO EXPRESS HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND WILL TERMINATE OF DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO THOSE REMEDIES EX-90 DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT THOSE REMEDIES EX-90 DAYS FROM THAT DATE, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX-90 DAYS REMEDIES HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE. 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. NULE: Some states do not allow limitations on now 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

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. ractic conducts nome energy analyses at the request of its customers to determine the cost-enectiveness 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, necause 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 use, it is not possible to precisely predict the savings that will accrue to any particular individual. I necessary previously into this agreement, does not warrant that the installation of 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 denents of insulation and weatherization, or by entering into this agreement, does not warrant that 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 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 for the sale or transfer for consideration of any legal or equitable interest in any part of the insulation and weatherization within seven years of the formations trusts etc. I shall now to Pacific without interest, the actual contract cost of the insulation and weatherization within seven years of the insulation and weatherization within the seven years of the insulation and weatherization within the seven years of the insulation and weatherization within the seven years of the insulation and years of the insulation and weatherization within the seven years of the insulation and years of the insulation and years of the insulation and years of the insulation within the seven years prior to the sale or transfer for consideration of any legal or equitable interest in any part of the property. Homeowners other man 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

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

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 some 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 considerawhether it is voluntary or involuntary. Such notice shall be sent as soon as itomeowners know that there will be a safe 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 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 to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay the persons the persons the owe to Homeowners.

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6. SECURITY INTEREST

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7. To secure the Homeowners' obligations herein. Homeowners hereby mortgage to Pacific the property, together with all present and future appartenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur DOUGLAWOUR CHY LABOR 1900 LINGUA TARK

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, indement or 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.

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by 7. PERFECTION OF SECURITY INTEREST

- 8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this 8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this present. This agreement shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without the Pacific to perfect this security interest.
- 9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the written consent of Pacific.

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 10. HOMEOWNERS RIGHT TO CANCEL (OREGON STATUTE) parties. It 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: P.O. Box 728, 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

tiowever: fou may not cancel u you have requested racine to provide goods of 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 COMPAN delign the STATE OF OREGON oj) **85.**, distrib^{er} perteza ga g de la la sana. Presonally appeared the above-named Joseph H. Francisco County of Klamath acknowledge the foregoing instrument to be his his voluntary act and deed. CONTROL OF THE PROPERTY OF THE Before me: E OFFO Notary Public for Oregon My Commission Expire Walning St. and the second control of the second the property of the same and the same of t STATE OF OREGON County of Klamath Dorothy L. Francisco Personally appeared the above-named _voluntary act and deed. her and acknowledged the foregoing instrument to be Before me: mex My commission Expires: PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204 STATE OF OREGON; COUNTY OF KLAMATH; ss.

STATE OF OREGON; COUNT	TY OF KLAMAIT	and filed for record on the 8th day of
I hereby certify that the with	in instrument was	received and filed for record on the 8th day of lock A.M., and duly recorded in Vol. M80
JulyA.D., 19_00_a	eton Page 1253	33 - D. MILNE County Clerk
of Mortgages		WM. D. MILNE, County Clerk By Sunethan Mulach Deputy
FEE	•	BA & MARKET AND