

90025

PACIFIC POWER & LIGHT COMPANY
WEATHERIZATION PROGRAM

Vol. 78 Page 18056

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE
(LIMITED WARRANTY)

This agreement is made this 29 day of January, 19 80, between Pacific Power & Light Company ("Pacific") and Michael F. Schmeck / Bettie A. Schmeck ("Homeowners").

1. Homeowners represent that they are the owners or contract vendees of the property at:
4300 Carlon Way Klamath Falls, Klamath Oregon 97601
(address) (county) (state) (zip code)

which is more particularly described as:

See Exhibit "A" attached hereto

hereinafter referred to as "the property."

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 1 window(s) totalling approximately 73 sq. ft.
☒ Storm Doors: Install 2 doors.
☒ Weatherstrip 2 doors.
☐ Sliding Doors: Install doors.
☒ Ceiling Insulation: Install insulation from an estimated existing R- 9/19 to an estimated R- 38, approximately 1248 sq. ft.
☒ Floor Insulation: Install insulation from an estimated existing R- 0 to an estimated R- 19, approximately 1248 sq. ft.
☐ Duct Insulation: Install duct insulation to an estimated R .
☒ Moisture Barrier: Install moisture barrier in crawl space.
☒ Other: Wrap exposed pipes

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2330.80 ^{sc}
~~2380.80~~

3. LIMITED WARRANTY PROVISION

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 corrected.

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.

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 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 EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL 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 you.

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 use, it is not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant 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 (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.

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, 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 owe to Homeowners.

WO#00477

*80 SEP 22 PM 2 38

6. SECURITY INTEREST

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 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

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, 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

By: [Signature]NOTARY
STATE OF OREGON

County of Klamath

HOMEOWNERS

[Signature]
[Signature]

1-29

19 80

Personally appeared the above-named Michael F. Schmeck
and acknowledge the foregoing instrument to be his voluntary act and deed.

Before me:

[Signature]
Notary Public for OregonMy Commission Expires: 9-11-82

1-29

19 80

Personally appeared the above-named Bettie A. Schmeck
and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

[Signature]
Notary Public for OregonMy commission Expires: 9-11-82

No. A-21667
Page Three

18058

19. Mortgage, including the terms and provisions thereof, executed by Donald L. Robin and Marjorie A. Robin, husband and wife, to First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, dated March 19, 1959, recorded March 20, 1959, on page 631, Volume 188 of Mortgages, records of Klamath County, Oregon, to secure the payment of \$16,000.00.

NOTE: We find no unsatisfied judgments of record against Michael F. Schmeck and/or Bettie A. Schmeck.

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

Beginning at a point which is North 90 feet and East 5 feet from the Southwest corner of Lot 26, Summers Heights; thence North on a line which is parallel to and 5.0 feet East from the West line of Lot 26 a distance of 185.6 feet, more or less, to the Southerly right of way line of the U.S.R.S. A-3 Lateral; thence North 76°18' East a distance of 82.7 feet more or less, to its intersection with the East line of Lot 26 extended; thence South along said East line extended to a point which is 15.0 feet North of the Northeast corner of Lot 26; thence East along a line parallel to and 27.0 feet North of the North line of Lots 25 and 24 a distance of 160 feet to the West line of Hilldale Street; thence South along said West line a distance of 27.0 feet to the Northeast corner of Lot 24; thence West along the North lines of Lots 24 and 25 a distance of 99.8 feet to a point; thence South parallel to the East line of Lot 25, a distance of 44.7 feet to a point; thence West parallel to the South lines of Lots 25 and 26 a distance of 140.2 feet, more or less, to the point of beginning, being a portion of Lots 25, 26, and 27 of Summers Heights, a platted subdivision, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

KLAMATH COUNTY TITLE CO.

By: *Archie Gunnels*
Secretary

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Pacific Power
this 22nd day of September A. D. 1980 at 2:38 o'clock P M., and
fully recorded in Vol. M80, of Mortgages on Page 18056

Wm D. MILNE, County Clerk

By: *Bernetha D. Lebeck*

Fee \$10.50