

PACIFIC POWER & LIGHT COMPANY
WEATHERIZATION PROGRAM

Vol 1780 Page 18854

90536

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE
(LIMITED WARRANTY)

This agreement is made this 4th day of April, 1980, between Pacific Power & Light Company ("Pacific") and Wallie Green and Dodie Green ("Homeowners").

1. Homeowners represent that they are the owners or contract vendees of the property at:

Route 1 Box 620 Cheyne Road Klamath Falls Klamath OR 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 _____ window(s) totalling approximately _____ sq. ft.
- ☐ Storm Doors: Install _____ doors.
- ☐ Weatherstrip _____ doors.
- ☐ Sliding Doors: Install _____ doors.
- ☒ Ceiling Insulation: Install insulation from an estimated existing R- 09 to an estimated R- 30, approximately 720 sq. ft.
- ☐ Floor Insulation: Install insulation from an estimated existing R- _____ to an estimated R- _____, approximately _____ sq. ft.
- ☐ Duct Insulation: Install duct insulation to an estimated R- _____.
- ☐ Moisture Barrier: Install moisture barrier in crawl space.
- ☐ Other:

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$660.00

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.

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6. SECURITY INTEREST

[illegible]

- To secure the Homeowners' obligation under this agreement, the Homeowners shall execute any other documents deemed necessary by the Lender, including but not limited to, a deed of trust, mortgage, promissory note, and any other documents deemed necessary by the Lender. The Homeowners shall execute any other documents deemed necessary by the Lender, including but not limited to, a deed of trust, mortgage, promissory note, and any other documents deemed necessary by the Lender.

7. **PERFECTION OF SECURITY INTEREST**
and this agreement in the county rec

7. **PERFECTION OF SECURITY INTEREST**
 Pacific may record this agreement in the county real property records, and Homeowners shall execute any documents necessary to perfect this security interest.

(2) the date on which any deed, including without limitation any deed, is filed to foreclose or to perfect any lien on the property or any part thereof which existed prior to the recording of this agreement;

(3) the date on which any action or suit is filed to foreclose or to perfect any lien on the property or any part thereof which existed prior to the recording 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.

[illegible]

10. **HOMEOWNERS' RIGHT TO CANCEL (OREGON STATUTE)**

9. This document contains the entire agreement between 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.

11. You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and a substantial beginning of performance of the contract before you give notice of cancellation, and you have not received a notice from Pacific in substantially as good condition as when received by Homeowners.

12. **ASSIGNMENT (OREGON STATUTE).** You, the Homeowner, may cancel this transaction. See the

If this agreement was solicited at place other than financial obligation
 without any penalty, cancellation fee or other financial obligation
 goods or services and must be mailed before 12:00 midnight of the third business day after you sign.
P.O. Box 728, Klamath Falls, OR 97601
 Pacific Power & Light Company.
 You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and
 a substantial beginning of performance of the contract before you give notice of cancellation, and
 needed to Pacific in substantially as good condition as when received by Homeowners.
 (b) You, the Homeowner, may cancel this transaction

- However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency, such as a natural disaster or a power outage. In such cases, you must provide notice of the emergency to Pacific Power & Light Company, P.O. Box 728, Klamath Falls, OR 97603, within 24 hours of the emergency. Goods or services and must be mailed before 12:00 midnight of the third business day after the date of this transaction.
- HOMEOWNER'S RIGHT TO CANCEL. (FEDERAL STATUTE).** You, the Homeowner, may cancel this agreement without penalty, cancellation fee or charge, within the three business day after the date of this transaction. If this agreement was signed on or after 12:00 midnight of the third business day after the date of this transaction, you must provide notice of cancellation, and the notice must be mailed before 12:00 midnight of the third business day after the date of this transaction.

HOMEOWNER'S RIGHT TO CANCEL. (FEDERAL STATUTE). You, the Homeowner, may cancel this agreement at any time prior to midnight of the third business day after the date of this transaction. See the

HOMEOWNER'S RIGHT TO CANCEL. (1) You may cancel this transaction at any time prior to midnight of the third business day after you receive this 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

STATE OF OREGON

County of San Diego Klamath

County of U B L Kamath
 Personally appeared the above-named
 and acknowledge the foregoing instrument

Wallie Green

Wallie Green
his voluntary act and deed.

Before me:

Notary Public for Oregon

Notary Public for Oregon
My Commission Expires: 6-24-88

April 4, 1980

STATE OF OREGON

County of Klamath

Personally appeared the above-named _____
and acknowledged the foregoing instrument to be

Dodie Green

Dodie Green
her _____ voluntary act and deed.

Before me:

Notary Public for Oregon

Notary Public for Oregon
My commission Expires: 3-24-84

April 4, 1980

WHEN RECORDED RETURN TO:
PROPERTY SECTION / 92

WHEN RECORDED RETURN TO:
PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204

EXHIBIT "A"

18856

A tract of land situate in the NW of Section 20, T. 40 S., R. 10 E., Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West line of said Section 20, from which the Northwest corner of said Section 20, as marked by a 5/8" iron pin, bears Northerly 1835.80 feet; thence East 30 feet more or less, to a 5/8" iron pin on the Easterly right of way line of Cheyne Road; thence East 917.3 feet, more or less, to a 5/8" iron pin on the South-Westerly right of way line of the Southern Pacific Railroad; thence Southeasterly along said right of way 979 feet, more or less, to the centerline of the USBR No. 5 (Henley) Drain as shown on the USBR Klamath Project right of way Map, No. 12-201-1525; thence Westerly along said centerline 1678 feet, more or less, to the West line of said Section 20, thence Northerly 264.33 feet to the point of beginning.

TOGETHER with a non-exclusive easement 12 feet in width for an irrigation pipeline beginning at the most Northerly point of the hereinafter described property and extending in a Southerly direction along the Westerly boundary of the hereinafter described property running parallel with and next to Cheyne Road; TOGETHER with a non-exclusive easement 20 feet in width for a flood irrigation ditch beginning at the most Northerly point of the hereinafter described property and extending in a Southeasterly direction along the Easterly boundary of the hereinafter described property, running parallel with and next to the Southern Pacific Railroad right of way, both easements being over and across the following described real property:

A tract of land situated in the NW NW of Section 20, T40S, R10EWN, more particularly described as follows: Beginning at a point on the West line of said Section 20 from which the Northwest corner of said Section 20 as marked by a 5/8" iron pin, bears Northerly 1835.80 feet; thence East 30 feet, more or less, to a 5/8" iron pin on the Easterly right of way line of Cheyne Road; thence East 917.3 feet, more or less, to a 5/8" iron pin on the Southwesterly right of way line of the Southern Pacific Railroad; thence northwesterly along said right of way line 1704 feet, more or less, to the West line of said Section 20; thence Southerly 1416.5 feet, more or less, to the point of beginning, containing 15.27 acres, more or less, including the area in said Cheyne Road. Reference recorded survey No. 2549 as recorded in the office of the Klamath County Surveyor.

and covenant that grantor is the owner of the above-described property free of all encumbrances, except reservations, restrictions, easements and rights of way of record and those apparent upon the land; rules, regulations, liens and assessments of water users and sanitation districts; the assessment roll and the tax roll disclose that the premises herein described have been specially assessed as farm use land; if the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given; and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of October A.D., 19 80 at 8:39 o'clock A M., and duly recorded in Vol. M80 of Mortgages on Page 18854.

FEE \$10.50

WM. D. MILNE, County Clerk

By Bernetha A. Hetsch Deputy