PACIFIC POWER Form 4107 1/79

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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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This agreement is made this /// day of August /// 19 - 80 between Pacific Power & Light Company <u>Calvin A. and Shirley M. Bridgestock</u> ("Hor and Volume 1: Homeowners represent that they are the owners of contract vendees of the property at: 2355: Marina Dr., Klamath Falls Klamath ("Homeowners"). fail of approximate to approximate and configurations (eddress) prompts function for any finance statistical states in the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the provided as a service and the states of the service as a service as a

ated See Exhibits "A" attached a hereto: Is de hou estran our avous d'acasers a subra de saces يدو ودوليهم والتعم

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2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur-Stant to current company opermeasons. If include matrices a basis of current on allowed balances and and include a standard of the standard of

- (1) D: Ceiling Insulation; Insulation from an estimated existing R-11_to an estimated R-38_approximately _2518sq. ft. \mathbb{P} Floor Insulation: Install insulation from an estimated existing \mathbb{R}_{+} $\longrightarrow 0$, to an estimated \mathbb{R}_{+} $\longrightarrow 19$, approximately _

 Description out insulation of an estimated in the second of the secon 2518sq. ft.

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$_____1408,40____

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

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: STRUCT LIABLETV OR CONTRACT ARE LIMITED TO THOSE REMEDIES FOR 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-

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.

Shirley M. Bridgestock

4. HOMEOWNERS' OBLIGATION TO REPAY # (1) : () # (2) 70

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization 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. Start Hold Eduction of the

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, Momeowners snau noury request in writing of the safe or transfer for consideration of any regar or equinable 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 safe or transfer for considera-tion, and not later than one week before the expected safe 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

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- OSD projective 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
 - (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. Dear 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

Elswath Falls.

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

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; Oregon 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. The descent substant

11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.

PACIFIC POWER & LIGHT-COMPA HOMEOWN Alternity, Ilin

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Personally appeared the above-named ______ Shirley M. Bridgestock

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KLAMATH COUNTY, OREGON



Lot 14 of Marina Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM a strip of land 15 feet in width adjacent to and parallel with the Northerly boundary of said lot.

TATE OF OREGON; COUNTY OF KLAMATH; 55.

Ved for record at request of ______ Pacific Power & Light

is 18thday of December A. D. 19 80 at 554 clock A. M., ar

.ly recorded in Vol. <u>M80</u>, of <u>Mortgages</u> on Page 24420

Wm D. MILNE, County Cles By Pernetha Shets c Fee \$10.50