## Vol. m 80 Page 24457 PACIFIC POWER & LIGHT COMPANY PARTY TO THE PACIFIC POWER & LIGHT COMPANY

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10. Honcownersnight to caree toberox statute the agreement was solicited at a piece other than the affices of Pacific, and very so not work the goods or services; you may e ent subout are petrair; sancellating fector other lineacan obligition by mailing a rottee to Pacific, I be pource mesters that you destay and hereinafter referred to as the property half mas my rolls subsequent both self to intuition (0). It is also be believed by the property half may not rolls subsequently the property half may not reliable to the property of the property half may be seen and both self to intuition (0). It is also be designed to the property half may be seen and by the property of the property half may be seen and by the property of the property o

2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur-

suant to current Company Specifications.

| District Company Specifications | Specification

of 1 - Decelling Insulation: Instally insulation from an estimated existing R-111 to an estimated R- 38-1; approximately 1619 sq.ft.

8 Floor Insulation: Install insulation from an estimated existing R. O. to an estimated R. 19; approximately, 1619 sq. ft.

W. M. Sture Barrier, Install moisture barrier in crawl space.

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The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 1554.00 3. LIMITED WARRANTY PROVISION

88 DEC: 18

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

Il 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 97203, 5031-243-1122, 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 OF DAYS FROM THAT DATE HOMEOWNERS, REMEDIES FOR ANY CLAIM INCLUDING DISTRICT MATTER. 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 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.

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4 HOMEOWNERS OBLIGATION TO REPAY 10 10 10 10 17

OO7/Summar gone of his comme Individual Homeowners (matural 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. angon of industration

## 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. 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 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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(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. of the following dates: 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 Lot 20 and Enstainy 25 Feet (half of) not 19 in place a commission 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, Pacific Power & Light Company, Ramath 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. 11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. PACIFIC POWER & LIGHT COMPANY HOMEOWNERS the standard to provide the Water Kare Director action than econ present to the company of the transport of the transport of the company of t STATE OF DREGON STATE OF DIEGON

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United States of the state of and acknowledged the foregoing instrument to be her voluntary act and deed near results with a continue of the desired and with the second and with the second and the results of the second My commission Expire current on he recurred to see any significant control reperdended and integers : STOCKY LOSS RETREET AND ASSESSED SEQUENCES OF THE SECURITY OF WHEN RECORDED RELUMN 10.
PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W., SIXTH AVENUE / PORTLAND, OR 97204 State of OREGON: COUNTY OF KLAMATH: SS.
I heraby-certify that the within instrument was received and filed for record on the 18th day of December A.D., 1980 at 8:55 o'clock A M., and duly recorded in Vol M80 of Mortgages on page 24457 Fee \$ 7.00 WM. D. MILNE, County Clerk

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