2446 PACHICPOWER & LIGHT COMPANY Form 4107 1/79

WEATHERIZATION PROGRAM ( Maring Maring McCoy

Vol.m8 Page 24159

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r may pute the ead for any invaginge, then, beduncin	ever on the permute of	es of the property at: Klamath Oregon 97634			
This agreement is made this 23rd day of and Carl M. McCoy and Arlene	E. MCGOV	이 사용 등에 무늬하는 사람이 없는 사람들은 모양이 되었다.	机连续控制 的复数人名 化放射 人名	nt Company ("P ("Homeow	acific" (ners")
I. Homeowners represent that they are the ow 104 Clark	ners or contract vendee: Midland	of the property at: Klamath	Oregon	97634	Neg'I-
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	ar a firm	MATAYODAHOI BIDAA	enstation to c	KWO WOU	
off hannes your more, and rules to allow you have do not not the poy took yet form solden of the little for a hereinafter referred to as "the property list only to	rison o godinar ya misi y Tali kuminwa uku ya Mery	on lie omother Brancoul abliq elim 12 strondenglu af the il	Orlfensus, steeren s Abaltar bet bener fan	selden i Albertanio Germannes ivos succes	dergan gestilder
2. Pacific shall cause insulation and weatheriza					
suant to current Company Specifications. Substituted in Storm, Windows: Install windows XX Storm Doors; Install 2 doors.	(s) totalling approxima	tely spirit is both the spirit	dare historia destada Australia estada estada Las electros discolores	(พุทธภัย (พ.ศ.) พ.ศ. (พ.ศ.) (พ.ศ.) พ.ศ. (พ.ศ.) (พ.ศ.)	1
☐ Weatherstrip doors.	AL STATICIES.	O CANCELL (FEDER	THOMP - H	Parental	
Selling Insulation: Install insulation from a	an esumated N _/	U to an estimated R-	19 approximatel	ely 1190 sq. f y 1190 sq. f	t.
XX Moisture Barrier: Install moisture barrier XX Other: Wrap exposed water	in crawl space.	TEDOS INAT TAE	THE KOKSYDN	AWORROW	

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

3. LIMITED WARRANTY PROVISION

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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.

of installation, Homeowners believe the work is deficient, Homeowners must contact the Mauager, 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, FINCLUDING BUT NOT LIMITED TO EXPRESS 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-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.

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 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 :: W.O. + COO9

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 of 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.

SCURITY INTEREST YMAMMONTHOLL S STYLOG AS 24460 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: 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. (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 encuimbrance on the property or any part thereof which existed prior to the recording date of this agreement. 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 vInt 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 o. Each Moneowher who signs this agreement shall be minimumly and jointly responsible for performing the obligations of fromcowners in this agreement, This agreement shall be binding upon the successors and assigns of the parties. Homeowhers 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 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 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 to tool personal lines and attached notice of cancellation form for an explanation of this right to tool personal lines and attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation form for an explanation of this right to tool personal lines are attached notice of cancellation for an explanation of this right to tool personal lines are attached notice of cancellation for an explanation of this right to tool personal lines are attached notice of cancellation for an explanation of the cancellation for a cancellation 11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. gra-idisji unddegrig ddeg graikiyn the payone to the Homeowers, will conten may definite out to be SPATE OF OREGON Parilie. The course before the work a defined thousand the course with a figure of the course o Klamath to negat) Stanton Tanate hand WE 182 and the Property County of and acknowledge the foregoing instrument to be to her her voluntary act and deed. How world it has a standard to he would be a standard to he would NEGITGENCE STREET LIABILITY OR CONTRACT ARE LIMITED TO THOSE GENERILES M N. NG EVEN'S SHALL PACIFIC BE RESPONSIBLE FOR ANY SKIDLENIAL OR CON-SHIP ATTES. Vig En implied tearring lesis, even these limitation rates and apply to year or rings for in a quantizer to successful average all to a consist latter appeared Notary Public for Oregon 12 re then of the remains an equal of the remains of My Commission, Expires: ISTATE OF OREGON: Constraint to some strolles to and southead of sound south south Configuration of the control of the - MCCoy Personally appeared the above-named tion artico eini ni articulariose intestani iopenisi nitesand acknowledged the foregoing instrument to be \_\_ his voluntary act and deed the rest will some week week with the second nuces. Men the in Education to have nature there as it section in addiemeron between a sat with extra account ( presented with to treat one at terrain . Before me:

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Lot 15, Block 1, Tract No. 1038, a Re-Subdivision of Lots 10 through 15, Block 1, MIDLAND HILLS ESTATES, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM a tract of land situated in Lot 15, "Tract No. 1038, a Resubdivision of Lots 10 thru 15, of Block 1, of MIDLAND HILLS ESTATES", a subdivision in Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 15; thence South 19° 24' 11" East, along the West line of said Lot 15, 9.05 feet; thence North 14° 00' East, 11.29 feet to a point on the South thence North 14° 00' East, 11.29 feet to a point on the South line, line of Clark Street; thence Southwesterly, on said South line, line of Clark Street; thence Southwesterly, on the right, 6.23 feet to the on the arc of a 50 foot radius curve to the right, 6.23 feet to the point of beginning.

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