## PACIFIC POWER & LIGHT COMPANY

Vol.1980 Pages 24166 STOREGONIES TO THE CITY THE STORE ST

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	INSULATION COST REPAYME	NT AGREEMENT AND	MORTGAGE	Saling research at well the formation of the contract of the c
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This agreement is made th	is <u>25</u> day of <u>August</u> ey and Patricia Mulvey	, 19 <u>80</u> , betwe	en Pacific Power & Light	Company ("Pacific")
I. Homeowners represent 5324 Walton	ey and Patricia Mulvey that they are the owners or contract vend Klamath Falls	lees of the property at: Klamath	Oregon	97601
abili of a communical for an english,	Milantareline an pality occasion in he	(county)	(state)	(zip code)
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Storm Windows: Instal	dors. doors.	natelysq. ft.	tri llöv i Heamestos (1901) Bredinsk endlersk edler	bolf daeiberg fin in in agglode wit bit
☐ Weatherstrip	doors.	ar at oilight at the content of h	inawa sheeji sala kasaa ii.	Avar Autological
Ceiling Insulation: Inst	all insulation from an estimated existing	R. 19 to an estimated	R. 38 : enprovimetal.	1922
X Duct Insulation: Instal	I insulation from an estimated existing I duct insulation to an estimated R	R- 0 to an estimated R	19 , approximately .	
Moisture Barrier: Insta	ll moisture barrier in crawl space.	EDGE THAT TEE	NTHS ACKNOWI	Windowski in a
The cost of the installation descri	ribed above, for which Homeowners wil	l ultimately be responsible u	nder this agreement, is \$	1624 00
2 I IMITED WADD ANTS				

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

Houpon completion of installation. Homeowners believe the work is deficient, Homeowners must contact the Manager, Weatherization vices 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, I tonic 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 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 by the consumption of the parabolity 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.

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## 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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The secure the Homeowners' obligations herein'. Homeowners' hereby mappurtenances, improvements, and fixtures thereto. This paragraph shall not to of the following dates:	ortgage to Pacific the property, together with all present and future
(1) the date on which any legal or opposite the	YACIG TENNE WATER STREET
(2) the date on which any legal or equitable interest in any part of the pro-	perty which does not exist as of the date of this a
to the date on which any action or suit is filed to female	
7. PERFECTION OF SECURITY INTEREST	Janana nasa za
Pacific may record this agreement in the assure.	Homeowners that he
Pacific to perfect this security interest:	Solis Comments deemed necessary by
Each Homeowner who signs this agreement shall be individually and joi agreement. This agreement shall be binding upon the successors and assigns of written consent of Pacific.	only responsible for performing the obligations of Homeowners in this
With the consent of Facility.	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 with hill is a	i, and you do not want the sold
the goods of services and must be mailed before 19.00	B - mande to t active. The house must say that you do not wone
Pacific Power & Light Comments and D. O. Born 700	and you sign this agreement. I he notice must be mailed to
(1) Pacific in good faith makes and law requested Pacific to provide good	s or services without delay because of an emorgan
(2) In the case of goods, the goods cannot be returned to Pacific in substantial HOMEOWNER'S RIGHT TO CANCEL (FEDERAL)	ally as good condition as when received by Homeowners.
transaction at any time prior to midnight of the third t	ATUTE). You, the Homeowner, may cancel this
attached notice of cancellation form for an explanation of thi	5.FIMIL CONCORD CONTROL OF CHARGE ACCURAGE FOR A SECOND
11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAV	rouse bearing the rearrant of the hour that raft
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PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECT	
STATE OF OREGON; COUNTY OF KLAMATH: 88.	AVENUE / PORTLAND, OR 97204
I hereby certify that the	

fy 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 24466

WM. D. MILNE, County Clerk By Bernetto Adel The Deputy