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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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1. Homeowner	s represent that they are the on	ners or contract vendees o	the property ate	医结核性原 经收益 网络美国外外的经济的现在分词 化二氯化二氯氮	Marketine and April 1985 April 1985

3431 and 3433 Bisbee Klamath Falls Klamath Oregon which is more particularly described as a last of ALTAMONT ACRES, in the NORTH 12 of LOT 3 in Block 8 of ALTAMONT ACRES, in the Country of Klamounhand STATE OF OKESON

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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-
- Moisture Barrier: Install moisture barrier in crawl space. Cother Wrap exposed water pipes A SYAN THE TABLE SOCIAL WORLD NO.

Install six(6) roof vents.

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 3979.00 

## 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 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 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 10.0 # 00727

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: MAGMOSTHOLLS SWEETSLOW CHOCK SAITS To secure the Homeowners obligations herein. Homeowners hereby mortgage to Pacific the property, together with all present and future improvements, and fixtures thereto. This paragraph shall not take effect until that date which is e-me fromcowners companions nerein; nomeowners nereby mortgage to racino the property, together with an present and luture and improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur Porthe following dates: (1) the date on which any legal or equitable interest in any part of the property is transferred: the date on which any legal or equitable interest in any part of the property is transierred;

(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, (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 the property or any part thereof this agreement. the date on which any action or suit is then to toreclose or recover on the property or any part thereof which existed prior to the recording date of this agreement. 7. PERFECTION OF SECURITY INTEREST Y.16() 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. Gilber Alsonia Sacris on 8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this 6. Exen tromeowner wno signs this agreement shall be motividually and jointly responsible for performing the obligations of momeowners 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 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 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, 500 W. Main Street 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 However: 10u may not cancel if you have requested Faculty 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 11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. PACIFIC POWER & LIGHT COMPANY HOMEOWNER By Countries prevailing industry ententini jinitresing ultur instanting ammuning samuning ammanan mananan samuning and ar samuning and are samuning are samuning and are samuni STATE OF OREGON ON THE STATE CONTROLLED AND STATE OF THE odi sa CCILIAC IEBE (2012) ang hasa hada ay samata naga ay samata 20 Old District Annual Control of Co 80 Associated less field instrument to be CU feb 1 pr 1/10 YV voluntary act and deed. MAY WORK OF THE ACT AND THE PROPERTY OF THE PROPE ntunlov TECHTE TO LITERATE LIMITED TO LITERATE TO STATE T Before mg and uninclimit average advers asset some the Constrationi vyoda edi pe vyarusi lainvanesaa Notary Publio or Oregon adale in slate med car didly argin satio My Commission Expires: Melica pi la commissionale base of a setting by eleganteles and argin and an Property is a second to second a record about the second and the second and the second are second as a bo County of V. 12 ma th stage 1 separate the country of the count Personally appeared the above-named \_\_Gary\_L. Redden\_and\_Shery1\_M\_Redden and acknowledged the foregoing instrument to be Thier voluntary act and deed and acknowledged the foregoing instrument to be Thier voluntary act and dee the foregoing instrument to be ac Notary Public for Oregon My commission Expires PACIFIC POWER'S LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby 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 Mortgages on page 24476 .

Fee \$ 7.00

P. MILNE, County Clerk etoch Deputy