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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE
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The Control of the Co
the come with any collect of states the foreithes ar recover as the present or any pair thereof be one margage, han judgment or the come of the agreement.
This agreement is made this 30 day of June 19 80 , between Pacific Power & Light Company ("Pacific")
John E. Vaughn and Cathleen M. Vaughn
1. Homeowners represent that they are the owners or contract vendees of the property at: 4412 Sturdivant Klamath Falls. Klamath Oregon 97601
referred controlled the control of t
which is more particularly described as: Loto 2011 reduced with a new section of such and a substitution of the Block 2
and of purple of state of the Tracts No. 1007 Winchester and the country of Klamath, State of Oregon
TIPLES AUGUSTO CONTROL
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the a real three eathers who estimated that his are stone religiously deposite between the formal terms of mileteries. What was hereby account to
hereinafter referred to as "the property." of the control of the c
2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pursuant to current Company Specifications.
suant to current Company Specifications. The product of the specification of the specific of t
XX Storm Doors: Installdoors. High men have all which maked in which the first makes at longue whose set
transport of the Table Table I in a lation from an actimated existing Residue on estimated Residue Res
XX Cening institution: Install insulation from an estimated existing RO to an estimated R19 approximately _905 sq. ft.  XX Duct Insulation: Install duct insulation to an estimated RO to an estimated R19 approximately _905 sq. ft.
Maisture Barrier: Install moisture barrier in crawl space.
Moisture Barrier: Install moisture barrier in crawl space.
그 회사 이번에 모든 바다 가입니다 하나 하나 이번에 대적되는 경험을 가게 되었다. 그는 사람들은 모든 그는 사람들은 그는
The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement; is \$ 1768.00
3 LIMITED WARRANTY PROVISION A SO
Desiting half 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
standards 11 installation is not installed in a workmanine; flacine, at no expense to the rome.
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 HOON 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
. (**Vall 기가 기는 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은
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
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
annow sit noold to the property of the second state of the second
4. HOMEOWNERS' OBLIGATION TO REPAY TO SOLUTION OF THE PROPERTY
Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization
and the selection of the selection of the legal of equipmie interest in any part of the property. Inductivities until the fitting the property in the property
prior to the sale of dataset. No execution of the property of the insulation and weatherization within seven years of the date of this agreement. Homeowiers 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 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.

13ch\_der of December 1. 1930 at 3:56 o'clock A M., and duly recorded in Of Mortrages on acc 24486 .

6 SECURITY INTEREST YMAG MOO THO	
To secure the Homeowners' obligations herein. Homeowners	hereby mortgage to Pacific the property, together with all present and future 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 (2) the date on which any legal or equitable interest in any par	t of the property which does not exist as of the date of this amount is annual
including without limitation any deed, lien, mortgage, judge	ment or land sale contract;
7. PERFECTION OF SECURITY INTEREST [18]	10 days - Lucker and Cathleen M. Vaugh
LUGINE DORONE MISSIOLA	cords, and Homeowners shall execute any other documents deemed necessary by strengther transfer to a surround that we do not transfer to the control of the
<ol> <li>Each Homeowner who signs this agreement shall be individu agreement. This agreement shall be binding upon the successors and written consent of Pacific.</li> </ol>	ally and jointly responsible for performing the obligations of Homeowners in this l assigns of the parties. Homeowners shall not assign this agreement without the
9. This document contains the entire agreement between the	$2$ 100 $\mathbb{R}$
math. State of Wregon	in the County of Kla
10. HOMEOWNERS' RIGHT TO CANCEL (OREGON STA	
agreement without any penalty, cancellation fee or other financial of	es of Pacific, and you do not want the goods or services, you may cancel this ligation by mailing a notice to Pacific. The notice must say that you do not want e third business day after you sign this agreement: The notice must be mailed to: nath Falls. Oregon: 97601.
However: You may not cancel if you have requested Pacific to p	rovide goods or services without delay because of an emergency and
HOMEOWNER'S RIGHT TO CANCEL. (FEDE	RAL STATUTE). You, the Homeowner, may cancel this
transaction at any time prior to midnight of the thi attached notice of cancellation form for an explanat	ird business day after the date of this transaction. See the
11. HOMEOWNERS ACKNOWLEDGE THAT TH	ENHAVE RECEIVED A COPY OF THIS AGREEMENT.
PACIFIC POWER & LIGHT COMPANY	
$\mathcal{L} = \frac{1}{2} \left( \frac{1}{2} \left( \frac{1}{2} \right) \right) \left( \frac{1}{2} \right)$	HOMEOWNERS
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and acknowledged the foregoing instrument to be her	voluntary act and deed.
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The state of the s	EARL OCCULION A 920 S. W. SIATH AVENUE A PORTLAND, OR 97204

STATE OF OREGON; COUNTY OF KLAMATH: 68.

I hereby certify that the within instrument was received and filed for record on the

18th day of December A.D., 1980 at 8:56 o'clock A M., and duly recorded in

Vol<u>M80</u> of Mortgages on page 24486 .

WM. D. MILNE, County Clerk
By Servethand feloch Deputy