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Form 4107 1/79

PACIFIC POWER & LIGHT COMPANY

Vol. m. 8 Page 24.195

38;approximately 1553 sq. ft.

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INSULATION COST REPAYMENT AGREEMENT AND MORTGA
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7.	day of	80	s in the state in the same of	[변경 : 144] : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 :
This agreement is made this	day of	, 19, bet	veen Pacific Power & Light	Company ("Pacifie")
and Donnie R and II.	nda lou Vatoc	\$P\$\$P\$大理证券的 40 人名马克尔 人名英格兰人姓氏格兰		("Homeowners").
I. Homeowners represent that the	y are the owners or contract vend	ees of the property at:	ara - ing ina manana ang ang ang ang	
	Klamath Falls		Oregon	97601
ลีที่บุญ สาร์เหลือเลยให้เกี่ยวกลับสู่เมื่อ หลับสู่ที่เ	wrote laddress) is no quar (linio in	c vinty (county)	rion Table (1941) latatel	(zip code)
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hereinafter referred to as "the property	. interest in the second second is	of the college of the	e Marie (a. Correct al Liberte de .	
2. Pacific shall cause insulation and				
suant to current Company Specification	18.	4		onici s nome pui
suant to current Company Specification 28 Storm Windows: Install Storm Poors: Install	1 window(s) totalling approxim	nately 9/ sq. ft.	rostract may be be a construct that	
Storm Doors; Install	doors.		misken saut	
Sliding Doors: Install	doors.com(dlu)if=18.1.	are the second	DC 14.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement; is \$ 1, 6/5,00

Proof Insulation: Install insulation from an estimated existing R- 0 to an estimated R- 19 approximately 1099sq. ft.
 Duct Insulation: Install duct insulation to an estimated R 1099sq. ft.

3. LIMITED WARRANTY PROVISION

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above.

(1) Seculing Insulation: Install insulation from an estimated existing R-191-to an estimated R-

Moisture Barrier: Install moisture barrier in crawl space.

The Other: Wrap exposed real-

Wrap exposed water pipes.

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

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 INSTILLATION 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 EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSCIUNTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE 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. 00**136**

4. HOMEOWNERS OBLIGATION TO REPAY AS TO U.

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 any 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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PACIFIC POWER & LICHT COMPANY TESTATUTURES 24.95

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:

- other encumbrance on the property or any part thereof which existed prior to the recording date of this agreement. 7. PERFECTION OF SECURITY INTEREST 55 TSTANA TO MO LECOLUMB DIES OF

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. Klamath Falls Klamath

- 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
- 9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the see her hide "A" accooked heretor

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 agreement without any penanty, cancenation see of other imancial conganion by maning a notice to 1 acme. 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 P. O. Box 728, Klamath Falls, OR 97601

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and

However: You may not cancel it you have requested r actiff 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 transaction at any time prior to midnight of the uniro business only after the attached notice of cancellation form for an explanation of this right. The manufacture of the form the state of the state

11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. PACIFIC POWER & LIGHT COMP Tousk esone deri is twinstalled in a welconsilize manner consisted with possible industry erlerans gaugosog ann accommon comung common ell ar ellocomista anno little experimental est ellocomista La calle Lundon STATE OF OREGON.

STATE OF ORE into Some and acknowledge the foregoing instrument to be 12 his 1 year voluntary act and deed; 1 year v the collings for any equation of after experience to the colling of the colling o STATE OF OREGON

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Fee \$ 7.00

WM.JD. MILNE, County Clerk by desaction Aftich deputy