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PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

Yol Mg Page 2143

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE Benefit designed with the selection of the Committee WARRANTY)

	The first of the second of the	
	This agreement is made this 3 day of September 10, 80	
	and Richard Bruce Unin and Tart Tower a Light Company ("Pacific	")
	1. Homeowners represent that they are the owners or contract vendees of the property at:	').
	TTO CLAIR MIGIAND Klamath Oregon 07624	
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	LOTS 20 and 21, TRACT 1038 a Resubduission of Lo Thru 15 in Block 1 of Midland Hills Estates Kla	A
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5	XI Storm Windows: Install 1.1	•
•	☐ Storm Doors: Install 2 doors. ☐ Weatherstrip 2 doors.	
	5.4448- MOSCO 10022 Mr. Oziminski prilože pravi sa pravi sa drugi sa pravi sa pravi sa pravi sa pravi sa pr	
	Sliding Doors: Install doors. Ceiling Insulation: Install insulation from an estimated existing R- 19 to an estimated R- 38, approximately 1638 sq. ft. Duct Insulation: Install duct insulation to an estimated R to an estimated R- 19, approximately 1638 sq. ft.	
=-	Floor Insulation: Install insulation from an estimated existing R. 19 to an estimated R. 38, approximately 1638 sq. ft.	
	Duct Insulation: Install duct insulation to an estimated R	
Ш	Aviolatine Darrier; Install moisture barrier in grawl space	
0.0	The cost of the installation down it.	
8.	1 Add ultimately be responsible under this agreement is \$ 1890 U	
	o dimiliby warrant i privising	
	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 read by the contractor.	
	Pacific warrants that the insulation and weatherization contractor and will pay for work done as described above, standards. If installation is not installed in a workmanlike manner consistent with prevailing industry corrected.	
	If mon completion of installation V	
	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, Powled Company, Company, Public Building, 920 S.W. Sixth Avenue, Powled Company, Public Building, 920 S.W. Sixth Avenue, 920 S.W. Sixth A	
	District Manager at their local Pacific Power & Light Company district office.	
	EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIPED IN THE	

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 EXPRESSIVED OF CONTRACT ARE LIMITED TO THOSE REMEDIES ARE LIMITED

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 (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 tion, and not later than one week before the expected sale or transfer. The notice must menute the balle 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

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6. SECURITY INTEREST

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:

of the following dates:

he following dates:

(1) 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 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 which existed prior to the recording date of this agreement.

other encumbrance on the property or any part thereof which existed prior to the recording date of this agreement.

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 cific 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 agreement. This agreement shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without the written consent of Pacific.
- 9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the ties.

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 element without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must say that you do not want to provide the mailed to provide the provide must be mailed to mailed the mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to provide must be mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to provide must be mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to provide must be mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to mailed the mailed to provide must be mailed to provide mus 10. HOMEOWNERS' RIGHT TO CANCEL (OREGON STATUTE)

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10. HOMEOWNERS' RIGHT TO CANCEL (OREGON 91.1.) 10. HOMEOWNERS' RIGHT TO CANCEL (OREGON 91.1.) 11. It his agreement was solicited at a place other than the offices of Pacific, and you do you sign this agreement. The notice must be present without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific on 97.601. 11. It his agreement without any penalty, cancellation fee or other financial obligation by mailing a notice of 97.601. 12. O. BOX 728, Klamath Falls, OR 13. OR 14. OR 15. OR 16. Description of the contract before you give notice of cancellation, and the goods or services without delay because of an emergency and the goods or services and must be mailed before 12.00 and 728, Klamath Falls, OR 16. Description of the contract before you give notice of cancellation, and the goods of the contract before you give notice of cancellation, and the goods of the contract before you give notice of cancellation. And the goods of the contract before you give notice of cancellation. And the goods of the contract before you give notice of cancellation. And the goods of the contract before you give notice of cancellation. And the goods of the contract before you give notice of cancellation. And the goods of the contract before you give notice of cancellation. And the goods of the contract before you give notice of cancellation. And the goods of the contract before you give notice of the contract before you give notice of the goods of the goods of the contract before you give notice of the goods of the goo	
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