PACIFIC POWER Form 4107 1/79

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Form 4107 1179 OREGON Transport of the Property of the Propert PACIFIC POWER & LIGHT COMPANY विषया हो। असे कार महिल्ला है असे कार के असे में असे कर है

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE Shart Barrens Brown

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	This agreement is made this 12 and Y. Paul Puri and I. Homeowners represent that they			_
	1. Homeowy	Tati - AUGILOT		
91	1720 Arlington Dr	re the owners or continuous of the owners or continuous or	between Paciti- p	
-fi	which is more particularly described as	day of August Catherine M. Puri re the owners or contract vendees of the property at: Klamath Falls, Klam (county)	between Pacific Power & Light Con	pany Proise
i Geli		Kiam	ath Oregon 9	"Tomeowners"
	See Exhibit	Minister dendring (county) And the control of the county	(state)	7601
	attach	ed: herete		zip code
eke i ji Karan	Lance Office may			

hereto:	
hereinafter referred to as "the property." 2. Pacific shall cause insulation and weatherization materials checked below subject. Storm Windows, Install Storm Doors, Install 4	
2. Pacific shall converted to as "the property".	
suant to current Company Space insulation and weathering	
Storm Windows I Superifications.	
Storm Doors: Install 4 window(s) totalling a window(s) totalling a	
Sliding Down doors doors to be	installed :- **
2. Pacific shall cause insulation and weatherization: materials checked below (subject to notations) to be subject to notations (subject to notations) to be stand to current Company Specifications. Storm Windows: Install 4 window(s) totalling approximately 128 sq. ft. Weatherstrip doors. Sliding Doors: Install doors. Ceiling Insulation: Install insulation from an estimated existing R. 9 to an estimated R. 38. Duct Insulation: Install duct insulation to an estimated R. to an estimated R. of the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above, for which the cost of the installation described above	m Homeowner's home pure
Duce I - Install insulation from an	, pur-
Duct Insulation: Install insulation from an estimated existing R. O. to an estimated R. Moisture Barrier: Install duct insulation to an estimated R. to an estimated R. o.	
Darrier in crawl space.	approximately 120d
The cost of the installation	proximately 290 sq. ft.
3. LIMITED W	sq. 11.
Pacific shall control	- 4
standarde Te	
The cost of the installation described above, for which Homeowners will ultimately be responsible under this agre 3. LIMITED WARRANTY PROVISION Pacific shall contract with an independent insulation and weather ization contract. Pacific warrants that the insulation and weather ization contract. Standards. If installation is not installed in a standards.	ement, is \$ 000
Te motalled in a matterial contracte	- 923 00

3. LIMITED WARRANTY PROVISION

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above.
acific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevail 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 pacific. It no expense to the Homeowners, will cause any deficiencies to be

Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevailing industry corrected.

It 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 District Manager at their local Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, (503) 243-1122, or the

Services Department, Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, (503) 243-1122, or the EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER HOMEOWNERS, WILL STARTS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE OR IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE OR IMPLIED WARRANTIES, NEGLIGENCE, REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO THE PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONTRACT.

OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXSECUTED TO THOSE REMEDIES EXSECUTED TO THOSE REMEDIES EXPONSIBLE FOR ANY INCIDENTAL OR CONTRACT OF THE PROPERTY OF THE PROPERT 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.

Output

Description of incidental or consequential damages, so the above limitations or exclusion may not apply to you.

NOTE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitation 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. 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 a variability and uniqueness of individual energy.

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 narticular individual. Therefore, Pacific, by providing information in good 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 the anticipated henefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of 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 materials provided for in this agreement will result in savings of money or electrical consumption. faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

A. HOMEOWINERS OBLIGATION TO REFAT

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization of the property. Homeowners other than natural persons 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 trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization within seven years of the 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 date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due.

5. HUMEUWNERS UBLIGATION TUNUIFY

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. Such notice shall be sent as soon as Homeowners know that there will be a sale or transfer for consideration. 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 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 person to whom the property is being sold or transferred, and the name of any person or company who is acting as a tion, 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 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 on named and authorized and direct such nersons to pay Pacific any obligations owing under this agreement from any monies which such persons 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

SECURITY INTERES:

To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future apparent to the Homeowners' obligations herein, Homeowners had not take effect until that date which is one day prior to the earliest to occur apparent and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur **—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:

(1) the date on which any legal or equitable interest in any part of the property is transferred;
(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,
(3) 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,
(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, indement or 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. 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 this agreement.

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

the date on which any action or suit is filed to foreclose or recover on the property or any part thereof for any nother encumbrance on the property or any part thereof which existed prior to the recording date of this agreement.

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by cific to nerfect this security interest. 7. PERFECTION OF 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 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 written consent of Pacific.

parties.

10. HUMEUWNERS' RIGHT TO CANCEL (ORECON STATULE)

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 was solicited at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel 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 agreement without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must be mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed before 12:00 midnight of the third business day after you sign this agreement. 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:

No. 170 Proceedings of the process of the process

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

(1) Pacific in good faith makes a substantial herinning of performance of the contract before you give notice of cancellation. the goods or services and must be mailed before 12:00 midnight of the third business day after you sign Pacific Power & Light Company, P.O. Box 728, Klamath Falls, Oregon However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency at (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 Homeown (2) In the case of goods, the goods cannot be returned to Pacific in substantially as good condition as when received by Homeown (2) In the case of goods.

(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

TOMEOWIER ORIUNI TO CANCEL. (FEDERAL STATUTE). Tou, me Homeowner, may cancer mis transaction at any time prior to midnight of the third business day after the date of this transaction. See the IOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. attached notice of cancellation form for an explanation of this right.

HOMEOWNER time prior to midnight ransaction at any time prior to midnight rans	STATED A COPY OF THIS ROS
ransaction at any transcellation form to.	CELLED
attached notice of car	2000
HOMEO!	WNERD
11. HOWEOW.	1 Paul Pin
OWER & LIGHT COMPANY	- Itua
PACIFIC POWER & LIGHT COMPANY	arhanine M
By	VT/10.80
By	August 12
The state of the s	
STATE OF OREGON	
STATE OF ORLES	
County of Klamath County of Klamath Y Paul Puri voluntary	
	act and deed.
ally appeared the above name to be his	
County of Klamath Y Paul Puri Personally appeared the above-named Y Paul Puri and acknowledge the foregoing instrument to be Before	re me:
and acknowledge D. A. S.	Jalen 17 1 1082
	hary Public for Oregon August 13, 1982
and acknowledge R. C. S.	August 12 August 12 August 12
Market State of the Control of the C	. 19
	August 12
STATE OF OREGON	
STATE OF OREGON	And the state of t
STATE OF OREGON	Mary 1997
STATE OF OREGON County of Klamath Personally appeared the above-named Catherine M. Puri	new net and deed.
1 the above-mine	
Personally appeared the	Refore me:
	Stage Stage
and acknowledges	August 13, 1982
The state of the s	Notary Public for Oregon My commission Expires: August 13, 1992
	My commission Day
	100 PTLAND, OR 97204
	ON RETURN TO: ON SIXTH AVENUE / PORTES
WHEN RECORD	TY SECTION / 920 S.W. SW.
WATTENTION: PROPER	
PACIFIC POWER & LIGHT COMPANY ANTIBET	ED RETURN TO: TY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204
PACIFIC POWER & LIGHT	

4. Paul Puri Klamath County 2176

Exhibit "A"

Lots 1, 2 and 3 in Block 37 of MOUNTAIN VIEW ADDITION to the City of Klamath Palls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF DRESCN; COUNTY OF KLAMATH; ss. Filed for record at request of Pacific Power & Light this 11th day of February A. D. 19 81 at 9:44 o'clocks M., and duly recorded in Vol. M81 , of Mortgages on Page 2174 By Desnetha & Leloch

Fee \$10.50