PACIFIC POWER Form 4107: 1/79 OREGON massan for daily

RESEPACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM The new theorem. This was properly to be to the relief and that the control of the second second second second

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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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to mornish and approximate and heart from a mornish and no for the forest transfer the day in the form and and the contract of distance of the contract of the state the state is size in the individual process of the contract of the same of the sale. This agreement is made this 11 day of June , 19 80 Hubert W. Bratton and Bertra M. Bratton

Gersent that they are the covered. __ ("Homeowners").

I. Homeowners represent that they are the owners or contract vendees of the property at:
4720 Bisbee Klamath Falls Klamath Klamath Oregon which is more particularly described as: a paracolarly carried of beautiful a functional and a superposition of the control of 97601

See Exhibit "A" attached hereto

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there in a second to as if the property. The independent of second and the independent of the independent of

2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur-Suant to current Company Specifications.

M Storm Windows: Install 15 window(s) totalling approximately 158 sq. ft. of install 25 window(s) approximately 158 sq. ft. of install 25 window(s) and one of the square of the square

Storm Doors: Install 2 doors of the financial substitute for the financial

Note: M. Ceiling Insulation: Install insulation from an estimated existing R. 19 to an estimated R. 38 approximately 1912 sq. ft. The sulation: Install insulation from an estimated existing R. 0 to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation to an estimated R. 19 approximately 1912 sq. ft. □ Duct Insulation to an estimated R. 19 appr

Moisture Barrier: Install moisture barrier in crawl space.

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Mother: Wrap exposed water pipes

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2783.70

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

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

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 wentherization 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

4. HOMEOWNERS' OBLIGATION TO REPAY
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. way and intelligence of

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

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notes restrict the control of the Reisonally appeared the above-named __ d GROWNER Hubert W. Bratton and acknowledge the loregoing instrument to be his his voluntary act and deed ZI CHRUNG A R V TOT CHENOL HAS TOLERNOO HO TELHRALI TROFFE TO. vi jemino korsko ukrvanio Before me: UBL Conservation and extension of the second property Public for Oregon E OF OR eniolini mil a colo mil ne semmand tette apperare Notary Public for Oregon 20 100 My Commission Expires: STATE OF OREGON a noticible of the state of 80

Notary Public for Oregon

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Exhibit "A"

A parcel of land containing 0.64 acres, more or less, situated in Lot 11, Block 3, SECOND ADDITION TO ALTAMONG ACRES; as shown in Recorde, Survey No. 2569 on file in the office of the County Surveyor of Klamath County, Oregon; more particulary described as follows:

Beginning at a 5/8" iron rod on the Northerly right-of-way line of the U.S.R.S. Lateral A-3, being the Southwesterly corner of said Lot 11 and a corner on said parcel;

thence N 0014'W--68.00 feet to a 1/2" iron rod; thence S 88052'E -- 306.70 feet to a 1/2" iron rod on the Westerly right-of-way line of Bisbee Street re-established in 1965 by the Klamath, County Board of Commissioners:

thence along the said Westerly right-of-way line S 0°14'E -- 92.00 feet to a 1/2" iron rod;

thence leaving said Westerly right-of-way line N 89°17'W -- 257.61 feet to a 1/2" iron rod on the Northerly right-of-way line of the U.S.R.S Lateral A-3;

thence along the said Lateral right-of-way line N 61022'W -- 56.00 feet to the point of beginning.

The basis of bearings is Deed Volume M76, page 16447.

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Pacific Power & Li ght

this_5th_day of March A.D. 19 81 at 10:06'clock A N., and

Personeny apparen

duly recorded in Vol. M81 , of Mortgages on Page 3847.

By Dernetha Watsch)

Fee \$10.50