Form 4107 1/79

Vol. Mg/ Page WEATHERIZATION PROGRAM

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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This agreement is made this14da	v ofAugust	, 1980, between Pa	oifin Down S T :-L	t Company ("Pacific")
I. Homeowners represent that they are the 420% Pepperwood	he owners or contract vendees	of the property at:	Oregon	("Homeowners").
which is more particularly described as:	(address) (1990a pero el 1965) (1997) di Arrena el Cambriggo del 10 escribas	hard start and and an analysis	(state)	(zip code)
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r 14, Block 5, TRA	107 100	25 WINDAME	STER.	Klamax
MALINTIL ARROT	1 / 100 · 10		Tarana a s	
County Oregot	rdou object jan siis mist. Programs	gradio est estámble coltra	4 5 1 14 1 41	
hereinafter referred to as "the property."	na grama i posta de la lasta. A por valo dela desensia di Estad	ទីសមាស្រាក ប្រសិទ្ធិសីស្រាក្រសិល្បៈ «មើលិត អន្តែរ៉ូរ៉េស៊ា អូម៉ែន សែកសិសា	Bagasang turing di Mangaring sakalah	e e este dispersario. Le esta esta esta esta esta esta esta est
4. Pacific shall course mentation and weath.	ominodiām iii 44-11-1-11-11-11-1			
suant to current Company Specifications. 3 Storm Windows: Install 5 win 3 Storm Doors: Install 1 doors.	ndow(s) totalling approximate	ly 90 sq.ft	Mir come en	44.14.44
X Storm Doors: Install 1 doors. X Weatherstrip 1 doors.	diffrace being a regular color	Marija propinski 1840 sedan sed Sprijanja i kalpudan se nasna		an Parish a s Santan
X Sliding Doors: Install MOI doors	or affilter that	TO CANCEL CENT) Bloom Head	Ogggester
De Siding Doors: Install 1990 1 doors De Celling Insulation: Install insulation of the Dect Insulation: Install insulation for the Dect Insulation: Install doet insulation for the Dect Insulation: Install doet insulation.	rom an estimated existing Rom an estimated existing Rom	to an estimated R-38	approximatel	980 sq. ft.
		to an estimated K- 12	, approximately	sq. ft.
Moisture Barrier: Install moisture bar	rrier in crawl space.	in thin require	n Wasan kalendari	THE STEEL STEEL
Install 2 roof v				
The cost of the installation described above, for	or which Homeowners will ult	imately be responsible under t	his gargement is \$	1463.00
3. LIMITED WARRANTY PROVISION			-	
Pacific shall contract with an independent in	nsulation and weatherization o	contractor and will pay for wor	k done as described	above.
Pacific warrants that the insulation and weat standards. If installation is not installed in a w corrected.	vorkmanlike manner, Pacific	nstalled in a workmanlike mai at no expense to the Homeo	iner consistent with wners, will cause a	h prevailing industry ny deficiencies to be
If upon completion of installation, Home Services Department, Pacific Power & Light C	cowners believe the work is	deficient, Homeowners must	contact the Mana	ger Weatherization
Services Department, Pacific Power & Light C District Manager at their local Pacific Power &			d, Oregon 97204, (503) 243-1122, or the
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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 EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSCIUENTIAL 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.

4. HOMEOWNERS' OBLIGATION TO REPAY

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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

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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 owe to Homeowners.

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PACIFIC POWER & LIGHT COMPANY

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:

(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, including without limitation any deed, lien, mortgage, judgment or land sale contract; 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.

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. Liamath Lille diameth

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 TYPETSHOUND, COUNTY

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 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, 500 W. Main Street Klamath Falls, Oregon 97601

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 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 tion of this hillions to m

11. HOMEOWNERS ACKNOWLEDGE THAT	(*) (*) (*) (*) (*) (*) (*) (*) (*) (*)	. 7
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