Vol. Mg/ Page 3880 PACIFIC POWER & LIGHT COMPAN'

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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This a	greement is made this 25 day of Soptembor Donald A. Gresdel and Linda Jaggr	24-, 19 80 , between	Pacific Power & Light	Company ("Pacific")
I. Ho	meowners represent that they are the owners or contract wonder	esaet		_ ("Homeowners").
	THE THE TALLS	Klamath	Oregon	97601
which is mo	enals leading side and the land and address	(county)	(state)	lein and at

which is more particularly described as:

LOT 2 in Block 4 of FAIRVIEW Applition NO. 2 Young city or

KLAMATH FALLS I'M KLEMATH COUNTY, Oregon

era i ini dira sel distribusi:	John Charles at a Section Sandania	· · · · · · · · · · · · · · · · · · ·		阿克纳斯尼亚亚	
hereinafter referred to	as "the property."	Maria de la comparta del comparta de la comparta de la comparta del comparta de la comparta del la comparta del la comparta de la comparta del la compa	min residently missilian had	Market State of the State of	
2. Pacific shall cons	a inculation _EJ. Till		[1] \$4400 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	MATERIAL SECTION OF THE PROPERTY OF THE PROPER	
suant to current Comp	any Specifications	n materials checked pelow	(subject to notations) to I	e installed in Homeowner's home	e nu
☐ Sterm Window	we Install	ruma 15 i su sancia panteera i.	Colombia bitem miscolation	All the state of t	1
☐ Storm Doors:	Install doors.	totalling approximately _	sq. ft.		
☐ Weatherstrip	doors.	મિલ્ફિ લ કર્યું કૃતિ હોલા હોલ્પની છે. તેને પૈકી દ	of the thought and many a	National Avenue	
☐ Sliding Doors	Install Willer doors	GTUTATE TANGE	Mar da sa cara	The contract of the contract o	
Floor Insulation	on: Install insulation from an ex	stimated existing P	to an estimated R- 38	approximately1102sq. f	t. 💮
□ Duct Insulatio	n: Install duct insulation to an	ontime and D	2 to an estimated R- 19	approximately 1102sq. ft. approximately 1102sq. ft.	1.1
₩ Other:	Wrap exposed water	(23)	TAIN WHAT WAS	And Shire some in	
	wrab exposed matel	pipes.			
	and the state of t				

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 914.00

3. LIMITED WARRANTY PROVISION

of bounds one was water and distribute the water of the

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 EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSCIENTIAL 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 W.O. 74 006

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 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

Harch A.S., 19 Stc 10:03 p'elock A W., and duly recorded in MESIS MAISTA

r organism sand or respectively

To secure the Homeowners' obligations herein; Homeowners hereby mortgage to Pacific the property, together with all present and inture appurtenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur

e following dates:

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(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;

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

7. PERFECTION OF SECURITY INTEREST

10beog00 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. wasth Falle

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 1年30年2月2人以上の10日前には16年3年3年3年

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, 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

(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 attached notice of cancellation form for an explanation of this right.

11. HOMEOWNERS ACKNOWLEDGE THAT THEY H	AVE RECEIVED A COPY OF THIS AGREEMENT.
PACIFIC POWER & LIGHT COMPANY	HOMEOWNERS
By Delista	+ Smill (Seekel)
	C. Industration of the methanity of firm to the contract of
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Alexandra of the control of the cont	1 was a successful state of 25 19 80
Klamath 112	atello garaginek) trivi. Fransak Marina arang kalang arang arang kalang arang kalang arang kalang arang kalang Sangan arang kanggarang kalang arang arang kalang arang arang kalang arang arang kalang arang kalang arang kal
Personally appeared the above named Donald A. Greso	[a] [43] (13] [4] [4] (4] (4] (4] (4] (4] (4] (4] (4] (4] (
and acknowledge the foregoing instrument to be 11 will S volum	tary act and deed. H. 3.7
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STATE OF OREGON	My Commission Expires: 1-14-88
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County Could Michille von Schiefter Street and Holling County County of the County of the Schiefter of the County	หลายเป็นให้เหมีสามา เหมือนโดยเม่าโดยเป็นมาก ในสามาสสมาชิก (เกราะเกราะสมาชิก)
Personally appeared the above-named Linda Je Gresdel	राज्यक्षेत्र संबद्धी क्षेत्र किरियोजन् स्विति स्वाधिक वर्षा व्यवस्था । व्यवस्था स्वाधिक स्व
and acknowledged the foregoing instrument to be her volu	ntary act and deed.
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	My commission Expires: >- 14-84
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PACIFIC POWER & LIGHT COMPANY / ATTENTION, PROPERTY S	RETURN 10: SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204
STATE OF OREGON; COUNTY OF KLAMATH: 88.	
I hereby certify that the within instrument	was received and filed for record on the
	5 o'clock A M., and duly recorded in
Vol M81 of Mortgages on page 3880 .	EVELYN BIEHN
Fee \$ 7.00	By ilemethan Lotich Deputy
그 사람들이 되는 그는 그 그들이 가장 살아 되는 사람들이 되었다. 그 사람들이 가장 적으로 보고 하는 것이다.	- ALLEN ME PLACE