PACIFIC POWER & LIGHT COMPAN

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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE Destroit the area into be year out to a service soft (LIMITED WARRANTY) in bost of the first

recommended. The state of the s

This agreement is made this 3 and Orvin R. Kramer	r and Janice M	. Kramer	80 , between Pacific Pov	The second of th	any ("Pacific") Iomeowners").
I. Homeowners represent that they are 5234 Primrose La	ane Klamat	h Falls	tyat: Klamath	Oregon	
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reinafter referred to as "the property." 2. Pacific shall cause insulation and weet	Handania (na colice di	Just miny on the JU	olgi i filologi o kolga iyan et	ed to program and	
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XX Storm Doors; Install 2 door	villowis) totalling appro	oximately_195	sq. II.	April 1 James	
XX Storm Windows Install 8 w XX Storm Doors; Install 2 doors XX Weatherstrip 1 doors. XX Sliding Doors: Install 1 doors. XX Sliding Doors: Install 1 doors.	are remainment anno 15 de 1944	知识的地域 唯自指述 子区	l feli desencel facche celepera	Alberta Berrin	J. J. 1944

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 1956.67

RX Ceiling Insulation; Install insulation from an estimated existing R- 19 to an estimated R. 38, approximately 1482 sq. ft. 文字 Floor Insulation: Install insulation from an estimated existing R- 0 to an estimated R- 19, approximately 1482 sq. ft. □ Duct Insulation: Install duct insulation to an estimated R

XXOner Wrap exposed water pipes.

3. LIMITED WARRANTY PROVISION

Moisture Barrier: Install moisture barrier in crawl space.

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 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. W.

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 owe to Homeowners.

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Pacific Power & Lichte Company

To secure the Homeowners' obligations herein' Homeowners hereby mortgage to Pacific the property, together with all present and future purtenances, 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:

ne following dates:

3DADTHOM GIVA TRIBMESHOA TO STATE TEOD MOITA MENT

(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. 2 mys. Coroser 2 womer

7. PERFECTION OF SECURITY INTEREST

Fec \$ 7.00

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.

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

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, 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to: Pacific Power & Light Company, 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to: Pacific Power & Light Company, 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to: Pacific Power & Light Company, 12:00 midnight of the third business day after you sign this agreement.

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 HAVE RECEIVED A COPY OF THIS AGREEMENT. PACIFIC POWER & LIGHT COMPANY will be invaled in a workmartile riencer conferent with prevaling industry on received to the Head harmer, will educe har deficiencies to be TATE OF OREGON Conference of the conversation STATE OF OREGON who will a woctober 3 continuation and the firm of the firm of the firm of the and acknowledge the foregoing instrument to be the his voluntary act and deed. CEGULE HARE SET DE CONTEACEARE LIMITED TOS RESERVATE DESCRIPTION OF THE CONTENT OF T Before me: TO B. Let a superior of the su minion spinishers beginning beginning and the entire in the management of the leaders of the shower and a spinishers of the shower and a spinishers of the shower and the s Personally appeared the above-named _ and acknowledged the foregoing instrument to be her voluntary act and deed. TAN KILLER WILLIAM SOME STREET A farabe, Sale wells a segmental. Areging an larger and it for a Before me; UBLIC हरूहं) क्किरियोगी है क्षेत्र है कार कार्य कार्य की प्रतिक है के दूर कर एक एक एक है कि एक एक एक एक एक एक maniferential contract of party of the contract of oned. Notary Public for Oregon My commission Expires: and specially related to the state of the scale and a special and RECORDED RETURN TO: PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204 STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the A.D., 19 81 at 10:05 o'clock A M., and duly recorded in 5thday of **EVELYN BIEHN** on page 3897 COUNTY CLERK Mortgages

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