95

PACIFIC POWER & LIGHT COMPA

WEATHERIZATION PROGRAM

Vol. Mg/ Page

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

(LIMITED WARRANTY)

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2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pursuant to current Company Specifications. XX Storm Windows: Install 20 window(s) totalling approximately 184 sq. ft. Storm Doors: Install doors doors weatherstrip doors doors doors doors still doors doors doors still doors doors still doors doors still still doors doors still st	hereinafter referred to as "the pro	operty." kad a sile and a sale and a sale	्राह्मिक्ट कार्यक्षिक्षित है। अभिनेति	enfed Welster vilvor (i)	and substitute of the property
XX Storm Windows: Install doors. Storm Doors: Install doors. Weatherstrip doors. Sliding Doors: Install doors. Sliding Doors: Install insulation from an estimated existing R-11/19 to an estimated R approximately sq. ft. Floor Insulation: Install insulation from an estimated existing R to an estimated R approximately sq. ft. Duct Insulation: Install duct insulation to an estimated R to an estimated R approximately sq. ft. Moisture Barrier: Install noisture barrier in crawl space. Other: The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$	2. Pacific shall cause insulatio	on and weatherization materials che	cked below (subject to notatio	ns) to be installed in H	omeowner's home pur-
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Weatherstripdoors. Sliding Doors: Install insulation from an estimated existing R-11/19 to an estimated R38_ approximately 301_ sq. ft. The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 1511.32 3. LIMITED WARRANTY PROVISION Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above. Pacific shall contract with an independent insulation made weatherization contractor and will pay for work done as described above. Pacific shall contract with an independent insulation made weatherization contractor and will pay for work done as described above. Pacific shall contract with an independent insulation made weatherization contractor and will pay for work done as described above. Pacific shall contract with an independent insulation made weatherization contractor and will pay for work done as described above. Pacific shall contract with an independent insulation made weatherization contractor and will pay for work done as described above. Pacific shall contract with an independent insulation made weatherization materials will be installed in a workmanlike manner consistent with prevailing industry Pacific shall contract with an independent insulation and weatherization will be installed in a workmanlike manner consistent with prevailing industry Pacific shall contract with an independent insulation and weatherization will be installed in a workmanlike manner consistent with prevailing industry Pacific shall contract with an independent insulation and weatherization will be installed in a workmanlike manner consistent with prevailing industry Pacific shall contract with an independent insulation and weatherization will be installed in a workmanlike manner consistent with an independent insulation and weatherization will be installed in a workmanlike manner consistent with an independent insulation will be installed in a workmanlike mann	XX Storm Windows: Install		ximately <u>184</u> sq. ft.	grandenha kan tu nama iki t	
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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. DISTRICT MANAGER AT 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 EXPRESSED TO THE PRESSIVE DESCRIBED HEREIN AND IN NO EVENT SHALL BACIFIC BE DESCRIBED HEREIN AND BE DESC

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 you. This watranty 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 insulation and uniqueness of insula 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.

W.O# 169 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 teorporations, trusts, etc. I 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.

force A.D., to dien 10:05 o'clory A mi, and duly recorded in orregion with conference EVELYN BIEBW. K. H. Deputy

6. SECURITY INTEREST AND MODIFICATION OF THE SECURITY INTEREST. Rosecure 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 e tollowing dates:

10 A DINOM ONA THE DISTRIBUTION OF A THE DISTR 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

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 parties. OSSITUATION

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, you may cancel this 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 22 80 80 728; 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 HAVE RECEIVED A COPY OF THIS AGREEMENT. ritarilani malikaran illi si marsisara ramoni ritilaninchesi si al b es agrece to the Romesware, will exuse my delicioneres in be STATE OF OREGON realization of legislatic of the paint and appropriate the state of the second of the RECEIVED OKlamath OFFICER RECEIVED A FIRST OFFICER Personally appeared the above-named Ronald P. Reitan and acknowledge the foregoing instrument to be his. voluntary act and deed. cross constant and a contract for those armedies exather by best-one-fight for any any hardedental on conan Cal Astronogram matasanikan da aiki a sabak manan a Manan Astronogram sabah aiki astronomia intercapana Notary Public for Oregon

STATE OF OREGON

STATE OF OREGON Notary Public for Oregon or entertal selection for the selection of the selection Klamarika (1974) ordszelf destelen adense tearing it is entimble into this agreement. He Section of Section 49-49 Personally appeared the above-named ___ Donna M. Jenkins - Reitan and acknowledged the foregoing instrument to be her voluntary act and deed. contradiction will be interior of the องเคราะการ โดยเกิดเลาที่ได้ไร ระเกิดการสามารถเริง My commission Expires WHEN 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., 1981 at 10:05 o'clock A M., and duly recorded in Vol M81 of Mortgages on page 3910 EVELYN BIEHN COUNTYCLIRK Fee \$ 7.00