PACIFIC POWER Form 4107 1/79

Vol. mg/ Fago 3022 96713 PACIFIC POWER & LIGHT COMPAI

WEATHERIZATION PROGRAM

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY) The first profit for the best of the first of the approximated the drawn

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This agreement is made this	. 10 day o	1 November	19_80	between Pacific Power & Light C	omoany ("Pacific")
and Viroil E St	hee treve	THOR E Charren			_ ("Homeowners").
I. Homeowners represent t	hat they are the o	wners or contract vended Klamath Fa	es of the property at:	Klamath Oregon	97601
in riseases with a site site.	Lake Ku.	resa)	LLS (county)	Klamath Oregon	(zip code)
which is more particularly descri	bed as:			re tarate appears vage continue. Ma house continue de loce de	
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5/4/4/4	នាំមុខស្នាក់ដែលនេះ ។	rog og land, land. Till told (हिन्दी है। की कुती	refreezione de l'arrige de la con-	are grant to
hereinafter referred to as "the pr	11 A. A. C. 180	ન જુણાનું લાક કારા છે. જો જો છે. સામે જિલ્લો જે કારો કરો		Series Services of the service	
				iotations) to be installed in Home	owner's home nur-
suant to current Company Specif	ications.		せいしゅ ふかんぎし		
Storm Windows; Install	windo	wist totalling approxima	atelv en fi		Patrijan, savija - tosti pitiska
□ Storm Doors: Install	doors.	derri teren er ettellended	อลาร์เวลา เราโดยค	men er sammen sen er	All the last
				MAST WE THINK HOUSE	0.0000000000000000000000000000000000000
XX Ceiling Insulation: Inst	all insulation from	n an estimated existing	R- 07 to an esti	mated R-38 approximately	1092 sq. ft.
Floor Insulation: Install	insulation from	an estimated existing R	O_ to an estim	ated R- 19, approximately _	1092 sq. ft.
Duct Insulation: Install XX Moisture Barrier: Instal			-		
			VINE WHICH		Altieristic
^ XXOther: Wrap ex	posed wate	er pipes.			
me and the second		BRUSSHAVES		Ali Trevenine i e en 100	والمرافق وال
		which Homeowners will	ultimately be respor	sible under this agreement, is $\$$ _	TT3T-08
3. LIMITED WARRANTY					
Pacific shall contract with an	independent insu	llation and weatherizatio	n contractor and wil	l pay for work done as described al smanlike manner consistent with	bove,
standards. If installation is not in	istalled in a wor	kmanlike manner: Paci	ic, at no expense to	the Homeowners, will cause any	deficiencies to be
corrected.					
If woon completion of insta	lletion Homes.	man hallana the made			1 100

work is deficient. Homeowners must contact the Manufer. 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

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.) 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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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

(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;

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

Fee \$ 7.00

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by diagrai. Pacific to perfect this security interest. 250 Siz

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, 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 HAVE RECEIVED A COPY OF THIS AGREEMENT.

	HOMEOWNERS
PACIFIC POWER & LIGHT COMPANY	XTaniel Shwar
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PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPE	RTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204
State of OREGON: COUNTY OF KLAMATH: ss	
Thereby country that the within instri	ument was received and filed for record on the
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