96715 PACIFIC POWER & LIGHT COMPAN

WEATHERIZATION PROGRAM

Kol. M8/ Page 3925 INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

	(LIMITED WA	RRANTY)	later la est de la	100
A STATE OF THE STA	The first of the state of the facility of the			
्रेस स्वाधिक वर्षे हुन् हैं। है। साम के	ender in de servicio de la compación de la com	error replace at the state	a Maria di Kabupatèn Bangsatan Bangsatan Bangsatan Bangsatan Bangsatan Bangsatan Bangsatan Bangsatan Bangsatan Bangsatan Bangsatan	9.5
This agreement is made this 2	n Math	UN THE SECOND		
This agreement is made this 2 day of and James Wallace Stunte I. Homeowiers represent that they are the of A736.	beck and states	, 19, between F	acific Power & Light C	omno (!!D
I. Homeowners represent that they are the o	CHOISE CHIEF CONTROL	Stuntbeck		
				_ ("Homeowners").
which is more particularly described as:	ress)	amath	Oregon 976	501
particularly described as:	organisa (n. 1866). Zum Halai Bariana (n. 1866).	icounty)	(state)	(zip code)
그는 전시를 받아 시간 사람들이 살아 살아 집안 주는 아름다.		in 1997 - Demis de dischip teorici s	F-181-11-11-11-11	

LOT 33 of FIRST ADDITION to SUMMERS LANE HOMES, KLAMONA COUNTY, ORIGIN. tage month more tails and composition and T. ellicold of which a guillions of contamination information and a restriction beginning the referred to as "the property of a finite may calle guil commend improving to equation their increases have an experienced.

- 9	D		17 1937 Walter Valle 2 16 1	or and a facility of the con-		and the deadler to be also as a first fire	Homeowner's home pur-
. 4.	Facilic shall course	immediate 1	A STATE OF THE REAL PROPERTY OF THE PERSON O	\$P\$10-204.32 (1627年 5544 7 154)。	Attacked and the other		Market and the second of the s
		moutation and woothers		THE RESERVE AND A SECOND SECON		The state of the s	
-		ny Specifications. s: Install windonstall doors. 2 doors.	CHLION Materials al.			the second section of the second section is	
ज्यस	it w current ('omna	C	Constitute City	CKEO Delow (en-k	TOO 4 4 4 4		1
	- Compa	14 DUCCHICATIONs		TOUR TOUR	annitring W Juur	il to be insert II 1 t	**
		The state of the s			~	" TO DE INSTALIEM IN	Homeovener's L
	1 Storm 1772-3-	· 中华的一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	Assessment of the second of th		The state of the s		TAUMICUMPEL & DOME DUE
	- OWILL WIDGOW	at Imptall	the property of the property of the property of the party	Security of the security of th	and the second second		Putt.
		s: Install windonstall doors. 2 doors. Install doors.	nufol totalling	在在"我有好好的我们,这个好	Interest I in the control of the con	and the same of th	
	Storm D. T	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF	mio), William annr	wimatal.	经收益 医阴茎性性溃疡炎 连点	for the first of the first of the first	
	- Storm Diggs to	netall		Aunater	000 64	(1) 1.1 (4) 1.1 (2) (4) 2.1 (4) 2.1 (4) 2.1 (4)	and the second of the second o
		muuti noore	医感性性医炎 化二氯甲基苯酚 医甲基氏性原丛	A STATE OF THE STA	og. 1t,		
	YI Wasak	A COUNTY OF THE PARTY OF THE PA				Miller - Maria - Committee - C	
	AN WEATHERSTON	The state of the s	And the San Real of the Late Contract	the state of the state of the state of the		化基金加热电路电路 化二氯甲基二酚 医二氯甲基苯二酚	2.2
		apors.	The state of the s	日付を終しがら 存むされれる	The state of the s		
9.35	il li Clident Production .			and the same of th	F. 15 (1982) 1124 6 6 6	Dr. Market Park Committee	
	"LI COMBINE I IOCHES	made I cerultes and a con-	The second second second second second	and the second of the second of the second		Frankling Committee Commit	
		Halaii '/''' Halai	はな ぎょんじゅう おうぶつき まごり	The second second			and the second of the second of the
	MI Carrie		1 4 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	7 3 8 32 32 5 27	(こと) ときだちりゅうめ こぶし	Significant and the second	the state of the s
251	DI CELLING Insulati	Ame I			13.5 1 2 2 2 2 2 3 3 3 3	日本 好すないさい かんしゅうしょう	A SALE
	- B seconding	July 11181811 Institution from			· " " " " " " " " " " " " " " " " " " "	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	者が表示を発売される。 1978年 - Jacob Holles (1972年) 1988年 - 24 大統領
	Y D T		u all estimated avia	ing D . 7	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	マン (金) こう きゅうりゅうほう	· "我们,我们们是一个人的,我们也不是一个人的。"
	ED PHER Inchiation		CXIS	uuu needisiis ta		20	

Weatherstrip 2 doors.

Sliding Doors: Install insulation from an estimated existing R-7 to an estimated R-38, approximately 1940 sq. ft.

Floor Insulation: Install insulation from an estimated existing R-0 to an estimated R-12, approximately 1940 sq. ft.

Moisture Barrier: Install moisture barrier in grand space.

□ Duct Insulation: Install duct insulation to an estimated R

Moisture Barrier: Install moisture barrier in crawl space.

Other: Wrap exposed water pipes.

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

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, 15031 243-1122, or the

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 CONSEQUENTIAL 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 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: Appdesance on some management of the Management

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 (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

	rded											To be
				MAGE:								

Teached and thought company

6. SECURITY INTEREST To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future appultenances, 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:

e following dates:

3000TSCM OFA THEMSIASHED THEM ASSET TO A CONTROL OF A CONTROL O (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

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

9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties.

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 or of concellation form for an explanation of this right.

ittached notice of cancellation form for an explanation of the	A Smilling in properties of the control of the cont
11. HOMEOWNERS ACKNOWLEDGE THAT THEY HA	VE RECEIVED A COPY OF THIS AGREEMENT.
PACIFIC POWER & LIGHT COMPANY	IOMEOWNERS
	Le as Walles II totals
By American March 1997	2 James Warne Brimer 42
the addition of the King of England and the Committee of	r pegne M Strendelich
STATE OF OREGON)	1980 1980
TERRED AR MANAGEMENT OF STREET OF STREET	nest (A. 1888 and S. S. S. 1818 and A. C. 1818 and A. L. 1818 and A. C. 1818 and
James Wallace Stu	ntebeck
and acknowledge the foregoing instrument to be 1713 1 1125 (2) 12 volument to be 1713 1 1125 (2) 12 volument to be 1713 1 125 (2) 125	ESTANTA STANTE LEVALUE - LA
[일본 14] [18] [18] [18] [18] [18] [18] [18] [18	10/000 11/2
o come a taste, so the ablance limits than may not apply the common to the ablance and the common to	Notary Public for Oregon
SPATE OF OREGON: State let be second allowers all given to a very	Vy Commission Charles of the Commission Char
The first of the second	19 8 United to 19 19 19 19 19 19 19 19 19 19 19 19 19
Towns after the property of the contract of the contract of	egiggings garginas of the control of
Personally appeared the above-named AYNE M.	ntebeck
Personally appeared the above-named ATTTO and acknowledged the foregoing instrument to be her volu	ntary act and deed.
than interest the cinal content case of the healighed and verification described and verification according to the content in any part of the remarks. Thus, concerning that any antical persons along the later than any according to the later later and according to the content to the parametric ten.	and the
	Notary Public for Oregon
보이 이번 발표를 가입니다. 그 살림이 되어 하다	My commission Expires:
consider qual le range and the english in which in unit part of the quality of the constant of	त्रात्र अभिक्षां को विकास का मिल्ला है। अने का
PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY	RETURN 10: SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204
STATE OF OREGON; COUNTY OF KLAMATH: ss.	
I hereby certify that the within instrumen	nt was received and filed for record on the
<u>5th</u> day of <u>March</u> 'A.D., 19 <u>81</u> at <u>1</u>	0:06 o'clock A M., and duly recorded in
Vol M81 of Mortgages on page 3926	EVELYN BIEHN COUNTYACLTRK
Fee \$ 7.00	By Sernetha A Litth Deputy
마는 사 <mark>물리 (1) : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 :</mark>	STATE OF THE STATE