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COREGON DESCRIPTION PROGRAM IN THE WEATHERIZATION PROGRAM IN

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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	Poge 3932

This agreement is made this 2	i to state gathwees day of	Traffich miles bistel er s	the for the countries	THE FORM MALOUTENESS AND		4.1
I. Homeowners represent that the	y are the owners	. Klamath Da	77-	771	Oregon	("Homeowners")
which is more particularly described as:	(address)	ngest dinigitars (lis drang ekking pagis) i	(county)	Litabbasion di La	graved (state)	Izip code
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		in a	rie voorat	H. KUKUKATA (I)	r Kabanyah Krisis	n de la compania del compania del compania de la compania del compania de la compania del compania de la compania de la compania de la compania de la compania del compania
fi house your day serious as sheig a not ten of new test has been estimated in percinalter referred to as "the property	Continue a van de stinger	by bus volles I de e	olffo self oció. E lessovell col	भारत क्यांच्या हुई है। प्रदेश	dat e apre i per	Albert No. 4
nereinafter referred to as "the property. 2. Pacific shall cause insulation and	weatherization n	naterials checked bel	ow (subject to	notations) to be in	stalled in Home	wner's home our-
suant to current Company Specification Storm Windows: Install XXStorm Doors; Install Weatherstrip doors.	જુના માણતામું જ	igne to door days.	on all in the	r 1156 Stiffniff tog art 1967 i i fin	and bearings	Commence (A)
X Sliding Déors: Install Insulation: Install insulation: Install insulation: Install insulation: Install duct in Duct Insulation: Install duct in	istoriuding	new lock and	l new rol	lers	MARINE IN A	e folklyder Communika
☐ Duct Insulation: Install duct in ☐ Moisture Barrier: Install moist	ure barrier in cra	wl snace.				± 30 €
	2832	Marsuani			H_{rr}	istory)
The cost of the installation described al 3. LIMITED WARRANTY PRO Pacific shall contract with an indeperation of the pacific warrants that the insulation are tandards. If installation is not installed orrected.	VISION	and weatherization co	ntractor and w	ill pay for work don	e as described abo	ove.
S If upon completion of installation, ervices Department, Pacific Power & I District Manager at their local Pacific Po	agnt Company. I	Annie Billiang, 420	S W Sivth Av	eowners must controller, Portland, Ore	act the Manager egon 97204, (503	, Weatherization 243-1122, or the

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.O.# 0075/

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.

6. SECURITY INTEREST: A SAMPLE OF THE SECURITY INTE

To secure the Homeowners' obligations herein; Homeowners hereby mortgage to Pacific the property, together with all present and Juture appurtenances, 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:

the following dates:

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(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.

T. 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.

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: Problem Box: 728m: Klamath Falls: Oregon 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. Βv enantei artikuungilisi katuunga kali ke iliku katulisi katu katunga mahing kankisteet kaliggan dalaka eraka ka nd configuration instances our resumm in a secondamic course will configurate to the resultances of the configuration of the configurat STATE OF OREGON STATE OF OREGONE

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PACIFIC POWER & LIGHT COMPANY ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204

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The following described real property situate in Klamath County, Oregon:

PARCEL 1: Beginning on the North line of County road at a point which is South 1260 feet and S. 89°30' W. 593.6 feet from the Northeast corner of Section 25, Township 39 S., R. 9 E.W.M.; thence North 500 feet; thence S. 89°30' W. 131.2 feet to the United States Canal A-7; thence southeasterly along said canal right of way to the aforesaid County Road; thence N. 89°30' E. 43.1 feet along said County road to the point of beginning, containing one acre and being in the Northeast quarter of said Section 25.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Pacific Power & Light

this 5thday of March A. D. 19 81 at 0:060 clock A M., and
duly recorded in Vol. M81 = 9f. Martgages on Page 3032

EV_LYN BIEHN, County Clerk

By Dernetha J Letsch

Fee \$10.50