Form 4107 1/79 OREGON

# PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

## INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE the state of the species of the state of the

I. Homeowners represent that they are the owners or contract vendees of the property at:  4350 Barry Klamath Falls, Klamath	o mai, en lumbo y es el como de la como de l	ght Company (*	wners"
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See Exhibit "A" attached hereto:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		11774
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remaiter referred to as "the property."	Reg is the Head of the control	er en	
reinafter referred to as: the property."  2. Pacific shall cause insulation and weatherization materials checked below (subject to notations XX Storm Windows: Install 8 window(s) totalling approximately 168	ethillis etan jedan eta Kalana	on the second second of the se	
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XX Storm Downs: Install 8 windows! totalli-	v to be installed in Ho	meowner's hon	ie nur-
Ax Weatherstrip 3 doors.  □ Sliding Dóors: Install   11677   2 doors   1 doors   1 doors   2 doors   2 doors   2 doors   2 doors   3 doors   3 doors   4 do	មិ <sup>ត្តសំព</sup> ិតិ មិនទៅនេះ ប្រើប្រើបាន មានប្រើបាន បានប្រ	sa deditor a co	
XX Ceiling Insulation: Install insulation from an estimated existing R- 0 to an estimated R- Duct Insulation: Install duct insulation from an estimated existing R- 0 to an estimated R- XX Moisture Barrier; Install moisture beat insulation to an estimated R- XX Moisture Barrier; Install moisture beat insulation to an estimated R- XX Moisture Barrier; Install moisture beat insulation to an estimated R- XX Moisture Barrier; Install moisture beat insulation to an estimated R- XX Moisture Barrier; Install moisture beat insulation to an estimated R- XX Moisture Barrier; Install moisture beat insulation to an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated existing R- 0 to an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture beat insulation from an estimated R- XX Moisture Barrier; Install moisture Barr	grand in south a detection. In	The second of a	
XX Floor Insulation: Install insulation from an estimated existing R. 9 to an estimated R. Duct Insulation: Install duct insulation to an estimated existing R. 0 to an estimated R. XX Moisture Barrier: Install moisture barrier in crawl space.  XX Other: Wrap hot and cold water pince	20	CW GHOS	
XX Moisture Re O to an estimated R O to an estimated R.	approximatel	1548 sq. (	le.
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CX Other: Wrap hot and cold water pipes.  cost of the installation described above, for which Homeowners will ultimately be responsible under parties shall contract with an independent insulation and the contract with a contract with a contract with the contract with the contract with the contract with the contract w	WORLDA (Page	A that is not	

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will pay for work done as described and weatherization contractor and will be added to the contractor and weathering the contractor and we 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 OF DAYS FROM THAT DATE HOMEOWNERS REMEDIES FOR ANY CLAIM INCLUDING BUT NOT HIMITED TO EXPRESS 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 INPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION, AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION AND WILL TERMINATE TO THOSE REMEDIES EXPRESS OF THE INSULATION AND WILL TERMINATE TO THE INSULATION AND WILL THE INSULATION AND WILL THE INSULATION AND WILL THE INSULATION AND WILL THE TOTAL THE INSULATION AND WILL THE INSULATION AND WILL THE INSULATION AND WILL T OR INITIALD WARRANTIES, INCOLUMNO, STRICT LIABILITY OR CONTRACT ARE LIMITED TO TROSE REPUBLIES DA-PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-

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 upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of marriage that will accrue to any particular individual. Therefore, Pacific, by providing information in good faith concerning the anti-ipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of tain concerning the ant opation benefits of institution and weather section, or by entering into this agreement, the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical constimption.

4. HOMEOWNERS OBLIGATION TO REPAY

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization individual riomeowners (natural persons) snall pay to racitic, without interest, the actual contract cost of the insulation and weatherization for the sale or transfer for consideration of any legal or equitable interest in any part of the property. Homeowners other than natural persons prior to the sale or transfer to consideration of any regal or equitable interest in any part of the insulation and weatherization within seven years of the Nation Publisher on section

## 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 of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that there will be a sale or transfer for consideration of the sent as soon as Homeowners know that the sent as the sent as soon as Homeowners know that the sent as whether it is voluntary or involuntary. Such notice shall be sent as soon as momeowhers 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 Homeowhers, the address of the tion, and not later than one week before the expected sale or transferred, and 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 property, the maine of the person to whom the property is being sold of transaction, and the name of any person of 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

65-SECURITY INTEREST YWA AMOOTHALL SHEWOFIDIE

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 of the following dates: e ronowing dates:

[15] A THE THE PROPERTY OF THE PROPERTY IS THE PROPERTY IS TRANSFERRED.

[1] the date on which any legal or equitable interest in any part of the property is transferred;

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 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 inde l'All authorised boueto:

#### 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.

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ExhibiT"A"

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Portion of Lots 2 and 3, Block 2, of FIRST ADDITION TO TONATEE HOMES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, said portion being more particularly described as follows:

Beginning at the most Easterly corner of Lot 3 in Block 2 of FIRST ADDITION TO TONATEE HOMES, thence South 47° 42' West 10.00 feet along the Southeasterly line of said Lot 3 to an iron pin marking the true point of beginning; thence South 47° 42' West 87.40 feet continuing along the Southeasterly line of said Lot 3 to the angle therein; thence West 31.09 feet along the South line of said plat to a point marked by an iron pin; thence North 18° 27' 40" West 128.75 feet to a point on the Southerly margin of Barry Avenue marked by an iron pin; thence along the arc of a curve to the left having a radius of 125.00 feet to a point which bears North 65° 15' 120.22 feet to the true point of beginning.

STATE OREGON; COUNTY	OF KLAMATH: ss.				
Filed for record at request of Pacific Power & Light					
this 5th day of March	A. D. 19 81 at 10:06 clock A 1 and				
duly recorded in VolMB1	of Mortgages on Page 3938.				
	DEVELYN BIFHN County Clork				
Fee \$10.50	By Desnotha Miletoch				