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## Vol. M8/ Page " 96721 PACIFIC POWER & LIGHT COMPANY TARRESTOR

Form 4107 1779
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gamas water the second and second and decided the second s	ir reef and to appare in educate to Description for the apparence to			tht Company ("Pacific")
		, 19 <u>80</u> , betwe	en Pacific Power & Liq	("Homeowners").
This agreement is made this	25 uay 0	T11 1 to -		- Tioniconners "
Pobert Dean Whi	te and Marlene Gail hey are the owners or contract ven Klamath Falls	1 -f the property at:		97601
			Oregon	
I. Homeowners represent that the	Klamath Falls	(county)	(state	
3141 BISDEE	- (address)	the State of the S	en and an and a second and a second	1/00
1. Homeowners represent that to 3141. Bisbee which is more particularly described a company of the company of t	onnia i programa i programa di tra	major is collection of the last	AT ACDS	is in the
which is more particularly described	+ 5 Block /	'A ALTAINU	)NI TUNG	-310
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term with oh new think the sense of the sense	in the man a construction of the second of t	a turing and comparison in the	he installed it	Homeowner's home pur-
hereinafter referred to as "the prope 2. Pacific shall cause insulation suant to current Company Specific X Storm Windows: Install	the interior materials che	cked below (subject to nota	floits) m be main-	Constant and the second
2 Pacific shall cause insulation	and weamerization times	and the second second	pangan pay tahih teritor	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Storm Windows: Install	15 window(s) totalling appro	and the state of the learned as	Grand Art Control	
X Storm Windows: Install  X Storm Doors: Install  X Weatherstrip 3 do  Sliding Doors: Install	doors. which langer the	Control of the state	MARKET THE STATE OF	대급권 회원의 관심하는 그 그
				mately <u>1056</u> sq. ft.
Sliding Doors: Install	doors.	sting R-19 to an estima	ted R. Jo approxim	ntelysq. ft.
			A Resident Company	THE SECOND SECOND
☐ Floor Insulation: Install i	doors: 0 insulation from an estimated exist insulation from an estimated exist uct insulation to an estimated R	F 61% (2004) 2004		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
☐ Duct Insulation: Install d	nsulation from an estimated Ruct insulation to an estimated Rumoisture barrier in crawl space.	Commence of the State of the St	79年1786年8月1日	
☐ Moisture Barrier: Install	moisture parties " 3 3 3 3	<b>医线性神经 经不完成 25</b> 0		
Other:	하면 보이를 내고 문학하다는 그			1568.00
B Out.	- u-rining of the file		ble under this agreeme	nt, is \$

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 1568.00

3. LIMITED WARRANTY PROVISION 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 Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner, will cause any deficiencies to be the Homeowners, which is not installed in a workmanlike manner, Pacific, at no expense to the Homeowners, will cause any deficiencies to be

Corrected.

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 WARRANTIES. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND WILL TERMINATE HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND WILL TERMINATE OF ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS 40 DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO THOSE REMEDIES EX-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 CONPRESSLY DESCRIBED HEREIN. AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONPRESSLY DESCRIBED. 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 upon average consumption patterns and typical local weather conditions. Gowever, because of the variability and uniqueness of motivatual 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.

W.O.#00693

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization 4. HOMEOWNERS' OBLIGATION TO REPAY ringividual Homeowners (natural persons) snau pay to racine, 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. Homeowners shall notify tracitic 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 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 local transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any of the persons property, the name of the person to whom the property is being som 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.

Son we describe All 19 Mat 10:00 of class and do we recorded in Lactrana in the total William Land Little Landson

ific Power a light company 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, (a) the date on which any legat 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.

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## 7. PERFECTION OF SECURITY INTEREST OF DECIDION 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. Translated and a second second second

## 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, 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

12) 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 by single days for the Homeowner, may cancel this
attached notice of cancellation form for an explanation of this right.
11. HOMEOWNERS ACKNOWLEDGE PHAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT
PACIFIC POWER & LIGHT COMPANY HOMEOWNERS
By Wolalista X Robert Den Worte
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STATE OF OREGON
39105 (Klamath 3111) 19 FEMILY SHOW SHIT VI CHEROVAGE ARREST SHIT AND SHEET TO THE PROPERTY OF THE SHOW SHIT VI CHEROVAGE ARREST SHIT AND SHEET TO THE PROPERTY OF THE SHOW SHIT AND SHEET TO THE SHOW SHIT AND SHEET TO THE SHOW SHIT AND SHEET TO THE SHEET SHIT AND SHEET TO THE SHEET SHIT AND SHEET SHIT AND SHEET SHIT AND SHIT A
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and acknowledged the foregoing instrument to be her voluntary act and deed.
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My commission Expires: 6-29-82
PACIFIC POWER & LIGHT COMPANY ANTENTION: PROPERTY SECTION 4920 S.W. SIXTH AVENUE / PORTLAND, OR 97204
ACACCATE OVEROUS COUNTILISING KENWARITO SERVICE SERVICE SERVICE SERVICES SE
I hereby certify that the within instrument was received and filed for record on the
5th day of March A.D., 19 81at 10:06 o'clock M., and duly recorded in
Vol_M81_of Mortgages on page 3941 . EVELYN BIEHN COUNTY CLAUS

By Dernothan Letscheputy