PACIFIC POWERS P. Z. Form 4107-1779 C. C. OREGON

PACIFIC POWER & EIGHT COMPANY WEATHERIZATION PROGRAM

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE 5121

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This agreement:	
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Lu John Adcock and T	
1. Homeowners represent that the Adoock between Position D	
138 Mor t they are the owners or contemporary	
This agreement is made this 44 day of October, 19 80, between Pacific Power & Light Company ("Pacific") I. Homeowners represent that they are the owners or contract vendees of the property at: Klamath Falls Klamath Falls ("Homeowners")	
which is more particularly described as: Klamath Falls Klamath Klamath Klamath Klamath Klamath Klamath Creece ("Homeowners").	
LOT I and the North 10 flet of Lot 2, Block 4 WILLS, IN THE COUNTY KIAMATH, STATE of Mercinafter referred to as "the property." 2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed.	
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COLLAT SWOOT KINDOTH'	
hereinafter referred	
2. Pacific al. 11	
suant to current state cause insulation and work.	1
2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur— Storm Windows: Install	L.
Storm Windows: Install 1 c	-
Storm Doors: Install Window(s) totalling approximation to the installed in Homeownes's L	
We atherstrip doors doors 130 sq. ft.	
Storm Doors: Install	
Thor Insulation: Install insulation from an estimated existing P	
Maintain: Install ductions from an estimated existing D 0 to an estimated D 20	
atousture Barrier: Install moissing 1 to an estimated R 10 an estimated R 10 approximately 256	
W Other: Training Darrier in crowd	
Wrap exposed water pipes. The cost of the installation described above, for which Homenways 11. 3::LIMITED WARP Assessment 17.0.1.1.	
The cost of the installation	
3-4 resembled above for the state of the sta	
Bern "AARANTY PROTECTION WILLIAM INCIDENTIAL TO THE PROTECTION OF	
3: LIMITED WARRANTY PROVISION Pacific shall contract with an independent	
Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above. If upon completion of installation to installation and workmanlike manner of pacific, at no expense to the Homeson consistent with prevailing to the property of the prope	
standards. If installation is not installed in a workmanlike manner. Pacific, at no expense to the Homeone. If upon completion of installation is not installed in a workmanlike manner. Pacific, at no expense to the Homeone.	
corrected. with pay for work done as described in a workmanlike more resident and with pay for work done as described to	
If upon completion of the comp	
priving D. Province Of Installation 12	

Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevailing industry tandards. 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 EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSTALLATION OF THE INSTALLATION, AND LIMITED TO THE OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES 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

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 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 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, when the 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 closing agent for the sale or transfer or is being sold or transferred, and the name of the Homeowners, the address of the sold 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 YMASMOTTHOILE SECURITY INTEREST YMASMOTTHOILE SECURITY INTEREST YMASMOTTHOILE SECURITY INTEREST

To secure the Homeowners' obligations herein. Homeowners hereby mortgage to Pacific the property, together with all present and future appurignances, 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: (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;

(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. $4 m_{\odot}$

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 The same

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: P.O. Box 728, Klamath Falls, OR

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and 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. PACIFIC POWER & LIGHT COMPANY HOMEOWN STATE OF OREGON by the Land the second support the second support the second support the second the material factor and well of County of Rlamath John Adcock College Personally appeared the above named and accowledge the foregoing instrument to be his voluntary act and deed. +94.7 PRINCELLAND AND HOSPITATIONS IN THE CONTROL Notary Public for Orego adilis ni coni mora cras anche sunte conserva de la conserva del la conserva de l My Commission Expires: ounty of Klama the new parties are considered and sense of the sense of the leading of the leadi and acknowledged the oregoing instrument to be voluntary act and deed. Before Aie: Notary Public for Oregon My commission Expires: hard can be endowed to be and and WHEN RECORDED RETURN TO: PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204 STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 23rdlay of March A.D., 19 87 at g:53 o'clock A M., and duly recorded in , of <u>Mortgages</u> EVELYN DIEHN

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Fee \$ 7.00

COUNTY CLERK By Debrall Janes deputy