PACIFIC POWER Form 4107 1/79 OREGON

## PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM Vol. m8/Page 5128

## INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

INSULATION	OST REPAYMENT	/ARRANTY)	्राकृति सम्बद्धित्व के प्रमाण विषय हाल्या है। स्वरूप प्रमाण के प्रम स्वरूप प्रमाण के प्रम
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15 (15 ) (15 ) (15 ) (15 ) (15 ) (15 ) (15 ) (15 ) (15 ) (15 ) (15 ) (15 ) (15 )	January	, 19, between s	("Homeowners ).
m:day of	- P Rellott	Land of the state	97601
Aldo A. Bellotti and Ann	e K. contract vend	ees of the property at:	Oregon (zip code)
This agreement is made this 15 day of and Aldo A. Bellotti and Ann.  I. Homeowners represent that they are the or 1247 McClellan Dr. Kla	math Falls	(county)	A STATE OF THE PROPERTY OF THE
1247 MCGIELL	<b>Cerni</b> Programme in Alberta	STREET THE PARTY OF THE PARTY O	
which is more particularly described as:  See Exhibit "A" attached			्रिक्त करिता है। अपने क्षेत्र करिता है। अपने क्षेत्र करिता है। अपने क्षेत्र करिता है। अपने क्षेत्र करिता है। अ अपने क्षेत्र करिता है। अपने क्षेत्र करिता है। अपने क्षेत्र करिता है। अपने क्षेत्र करिता है। अपने क्षेत्र करिता
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See Exitable			A installed in Homeowner's home pur-
hereinafter referred to as "the property."	in the and the class of		and the second production of the second
The second of the second secon	de all seatings in telline the c	and their art to standard finish	he installed in Homeowner's home pur-
tube property.		alead below (subject to notation	ue) to he insure
hereinailer reierred	717.811OH HIGH	Maria de la Carta de	医胸膜切除性 "哈克斯"的,然后说,只是这个女人,这个女人,这个女人,只有什么一样,一个人
hereinafter referred to as "the property."  2. Pacific shall cause insulation and weather suant to current Company Specifications.  Storm Windows: Install	Santan in the said	sq. ft.	nsl to be installed in Homeowner's home pur-
suant to current Company Special win	idow(s) totalling appro	The state of the s	
Storm Windows: Install doors.	individual and the	A Level Co. The Total	1778 <sub>m. it.</sub>
Storm Doors: Instandoors.		12	1R-38 approximatelysq. ft.
Sliding Doors Install insulation	an estimated exist	ing R.	수 보통한 현재에 가지 않는 것이 있는 것이다. 그런 그는 사람들은 기계 있는 것을 하는 것이 되었다.
KACening Insulation: Install insulation in	ion to an estimated R		A CONTRACTOR PROPERTY.
Sliding Doors: Install insulation:  TK Ceiling Insulation: Install insulation from the control of the control o	arrier in crawl space.	是这种类似的 计图解信息	IR. 38 _ approximately 1778sq. it. R _ approximately _ sq. it.
Duet Insulation  Moisture Barrier: Install moisture be Other:  The cost of the installation described above.	医伊里特特特特特		408.00
Other:			a under this agreement, is 5
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in a language described above,	for which Homeowic		A done as described above.
The cost of the instantation DROVISI	ON .	tion contractor and will pa	ly for work done and sistent with prevailing industry
The cost of the installation described above, 3. LIMITED WARRANTY PROVISI Pagilic shall contract with an independer	at insulation and weath	rerization constalled in a workman	ny for work done as described above.  In work done as described above.  In work done as described above.  In the Homeowners, will cause any deficiencies to be the homeowners, will cause any deficiencies to be the homeowners, will cause any deficiencies to be the homeowners, which was a supplied to the homeowners.  In the homeowners was a supplied to the homeowners will be the homeowners with the homeowners.  In the homeowners was a supplied to the homeowners.  In the homeowners was a supplied to the homeowners.  In the homeowners was a supplied to the hom
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Pacific warrants that the insulation	a workmanlike manif	61, 1	contact the Manager, Weatherizand
If upon completion of instance & Ligh	ht Company, Public D	district office.	REEMENT, PACIFIC MAKES TO TH
Services Department, Pacific Power local Pacific Power	er & Light Company	ESCRIBED IN THIS AU	ED ONLY TO AND ENVILLTERMINAT
If upon completion of instantation.  Services Department, Pacific Power & Light District Manager at their local Pacific Pow	ES EXPRESSED WAR	RANTIES ARE EXTENDED	REEMENT, PACIFIC MAKES NO OTHE REEMENT, PACIFIC MAKES NO OTHE SED ONLY TO AND LIMITED TO THE INSULATION, AND WILL TERMINATE INSULATION TO LIMITED TO EXPRESE LUDING BUT NOT LIMITED TO EXPRESE TO THOSE REMEDIES EN CO.
EXCEPT FOR ALL EXPRESS AN	COMPLETION OF	THE INSTALLATION INC	LUDING BUT NOT THOSE REMEDIES E
WARRANTIES. WILL START UPON	WNERS' REMEDI	ES FOR AN I CLARITY OF CONTRACT	REEMENT, PACIFIC MAKES NO OTHE DED ONLY TO AND LIMITED TO TH THE INSULATION, AND WILL TERMINAT LUDING BUT NOT LIMITED TO EXPRE ARE LIMITED TO THOSE REMEDIES E PONSIBLE FOR ANY INCIDENTAL OR CO
HOMEOWINE THAT DATE. HOMEO	GENCE, STRICT LI	ABILITY OR GOLDEN	ONSIRLE FOR ALL TOTAL

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 CONSCIUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE.

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 Pacute 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 individual energy 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 individual energy 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 individual energy upon average consumption patterns and typical local weather conditions. 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.

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 prior to the sale or transfer for consideration of any legal or equitable interest of the insulation and contract on the legal of the insulation and contract on the legal of the insulation and contract of the insulation within some contract of the insulation and con prior to the sale of transfer for consideration of any legal of 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 wentherization 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.

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. whomeowners snan noting rucine in writing or the sale of transfer for consideration of any legal or equitable interest in any part of the property.

The transfer for consideration 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 University whether it is voluntary or involuntary. Such notice shall be sent as soon as moneywhere know that there will be a set 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 tion, and not fater 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 to named and authorize and direct such persons to naw children only property. cosing agent for the sale or transfer or is otherwise participating in the transaction. Atomicowners authorized a denote 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.



## PACIFIC POWER & LIGHT COMPANY

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:

the following dates:
(1) the date on which any legal or equitable interest in any part of the property is transferred; (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 lies, mortgage, indoment or land sale contract;

(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; 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 accombination of this agreement is created, in the date on which any action or suit is filed to foreclose or recover on the property or any part thereof this agreement. the date on which any action or suit is filed to foreclose or recover on the property or any part thereof to the recording date of this agreement.

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by 7. PERFECTION OF SECURITY INTEREST

8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this o. Laco momeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of momeowners in this agreement. This agreement shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without the Pacific to perfect this security interest.

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

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 10. HOMEOWNERS' RIGHT TO CANCEL (OREGON STATUTE) at this agreement was sourcized at a piace other than the othices of Faculte, and you do not want the goods or services, you may cancer 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 parties. agreement without any penalty, cancellation see or other imancial obligation by mailing a notice to racine. 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 65 97601 from

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and

However: Tou may not cancel it you have requested Pacific to provide goods or services without delay because of an emergency at [1] Pacific in good faith makes a substantial beginning of performance of the contract before you give notice of cancellation, and

(1) Factor in good taken makes a substantial beginning of performance of the contract before you give notice of cancendation, 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.

11. HOMEOWNERS ACKNOWED	HOMEOWNERS CHICAGO
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amput, a ton gam unin	Notary Public for Oregon 2-10-84  My Commission Expires: 2-10-84
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	Althora we have the 20 of the control of the contro

A parcel of land lying in the NELSW1, Section 36, Township 38 S., R. 9 E.W.M., as follows: Beginning at the Southeasterly corner of recorded plat of First Addition to Moyina; thence N. 00°16' W. 120 feet along the Easterly line of said First Addition to a point; thence N. 89°44' E. 120 feet to a point; thence S. 00°16' E. 95 feet to a point; thence S. 69°44' W. 19.99 feet to a point; thence S. 00°16' E. 24.86 feet to a point; thence S. 89°39'30" W. 100 feet to the point of beginning.

STATE FOREGON; COUNTY OF KLAMATH; ss.

ed for second at request of Pacific Power & Light his 23rd day of March A. D. 19 81 at 9:530'clock A M., and July recorded in Vol. M87 , of Montgages on Page #128. **EVELYN BIEHN, County Clerk** By Doba a

Fee \$10,50