PACIFIC POWER Form 4107 1/79

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PACIFIC POWER & LIGHT COMPANY Form 4107 1779 OBEGON INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE mgi poge5153 (LIMITED WARRANTY) and a second and the second Section of the sectio harren er sen ginge harren er som ations and the fore before the 11月1日,11日日,11日日,11日日,11日日,11日日。 19月1日,建設計測品,11日日,11日日,11日日,11日日。 19月1日,建設計測品。11日日,11日日,11日日,11日日,11日日。 This agreement is made this \_27\_\_ day of \_\_\_October an the same of the state of the s Joseph F. Deister and Betty L. Deister and I. Homeowners represent that they are the owners or contract vendees of the property at: 15109 Broyles Ave., Keno Klamath ., between Pacific Power & Light Company ("Pacific") LOLUY DECYLES AVE. (address) (address) (address) (county) ("Homeowners"). Address) strengen in in her den in formy her andere den eine det den in the den in the second strenge den in the second strenge des in the second st .(zip code) bereinafter referred to as "the property." The same the state of a definition of the state of th a fitterra ana con attractor star attactor 2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur- 2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in itomeow suant to current Company Specifications.
X) Storm Windows: Install <u>18</u> window(s) totalling approximately <u>201</u> sq. ft.
X) Storm Doors: Install <u>1</u> doors.
Q) Weatherstrip <u>4</u> doors.
Q) Sliding Doors: Install <u>4</u> doors.
Q) Colling Insulation: Install <u>4</u> doors. X Ceiling Insulation: Install insulation from an estimated existing R. 06 to an estimated R. 38 approximately 2424 sq. ft. Floor Insulation: Install insulation from an estimated existing R. 06 to an estimated R. 38 approximately 2424 sq. ft. Duct Insulation: Install duct insulation to an esumated n\_\_\_\_\_\_ Moisture Barrier: Install moisture barrier in crawl space. The cest of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$\_2197.00\_ 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 racine warrants that the insulation and weatherization materials will be installed in a workmanner manner consistent will prevaining 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 It upon completion of installation, flomeowners 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 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 90 DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO THE OR INPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX-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. NOTE: Some states do not allow inmitations on now long an implied warranty tasts, so the above inmitation 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 a define conducts from energy manyses at the request of its customers to determine the cost-enectiveness of institution and weatherization bases 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 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 insulation 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  $0.0.\pm 0.855$ 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 equilable interest in any part of the property. Authority interest other man matural 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 property, the name of the person to whom the property is being sold of 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 closing agent for the safe or transfer or is otherwise participating in the transaction. Itemeowners authorized rathic 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

## 6. SECURITY INTEREST YMARMOD THOU & REWORDHIDA 5154

To secure the Homeowners, obligations herein. Homeowners hereby morigage to Pacific the property, together with all present and future to secure the flomeowners, origations herein, riomeowners hereby morigage to:racito the property, together with an present and interest appurtenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur

- ne jouowing 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, (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 00000000

Pacific to perfect this security interest.

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by 8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this

o. Each momeowner who signs this agreement shall be individually and jointly responsible for performing the congations 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 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 are this agreement was solution at a place other than the offices of racinc, and you do not want the goods or services, you may caucer 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 provide the providet the provide the provide the providet the providet the providet agreement without any penany, cancenation see or other imancial congation by maning 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

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 Fachic to provide goods or services without delay because of an entergency 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 HOMEOWNERS R. Valiet C e en die mannes enneel offen all as - ; in a state still because the continues and the advector sub ag p STATE OF OREGON BOON - Presente all Menor hand Kongeleneith and fille a spore off - 1998 - Date and Sector Sport, minor to the Mark 100 of the secteres to a survey with the first of the second second of the second second second second second second second s in m Klamath County of an in the stand stand of a manifester water of the standard and stand October with the de mound what is most allow that the 19 80 ersonally appeared the above named \_\_\_\_\_\_Joseph F. Delster 1135 and acknowledge the foregoing instrument to be his voluntary act and deed. 20111274 Martin darre de contratte des controls de la contratte de la contra contratte de la contratte de la contratte de la contratte de SUADER OF OFFICACE PUBLIC ÷ Before me: Notary Public for Oregon 5 STATE OF OREGON My Commission Expires: August 13,  $= \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1$ and with the and to be some many to be address of the 1982 County of Klama th action in the second state of the second state monthe de operation operation of the second October 27 Personall sappeared the above-named \_\_\_\_\_\_ Betty L.\_ Deister and acknowledged the foregoing instrument to be her voluntary net and deed. OTARH nde falsa. ed ada stada O Maria Milana and indicated and Before met a to maintain to say to start the start of B 1. the state of the state of the state of the  $\circ$ Falin Notary Public for Oregon My commission Expires:... gal of its entited appropriate length to a main participation of the back and the set in the August 1982

And and a state of the state of the WHEN RECORDED RETURN TO: PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204 a sort all to the period to effect periodities and second effective and other building of second is released to se า้มักการสังคม และ และปี เขานุ่มจายน้ำรูปประกันนั้นมา หนึ่นมี สังคัมนุ่มีได้ (กละ หรือหรือสุมาร แต่การ (ก่านก

## Exhibit "A"

A portion of Lot 1 in Block 1 of RIVERSIDE ADDITION TO KENO, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of Lot 1; thence Northwesterly along the Southerly line of Lot 1 a distance of 165.5 feet to the true point of beginning; thence Northeast parallel to and 20 feet from the Westerly line of said lot, when measured at right angles, to the Northerly line of said Lot 1; thence Northwesterly to the Northwest corner of said lot; thence Southwesterly along the West line of said lot to the South line thereof; thence Southeasterly to the point of beginning.

ALSO, Lot 2 in Block 1 of RIVERSIDE ADDITION TO KENO, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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5155 J. Deisteri Klamath Cty

## LEGAL DESCRIPTION CONTINUED

TOGETHER WITH a non-exclusive easement 6 feet in width along the Southeasterly line of Lot 5, Block 2, RIVERSIDE ADDITION TO KENO, from Broyles Avenue to the Klamath River, for the purpose of installation and maintainence of a pump and irrigation water lines for the benefit of, and to run with Lot 2, Block 1, of

TATE OREGON; COUNTY OF KLAMATH; ss.

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"ed for second at request of <u>Pacific Power & Light</u>

as 23rd day of March A. D. 19 81 at 9,530'clock A M. , and duly recorded in Vol. Mat., of Mortgages on Pace 5753 EVELYN BIEHN, County ler. By Detra a Conserv

Pee \$10.50