RACIFIC POWER Form #10761179	PACIFIC POWER & LIGHT COMPANY
	WEATHERIZATION PROGRAM Vol. mg/ Page 5161
97459 IN	SILLATION COLONY ROGRAM VOL. MS / Page 5361
	SULATION COST REPAYMENT AGREEMENT AND MORTGAGE
and the second states and the	
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This agreement is made this	11_ day of Hugust 10 80
I. Homeowners represent that	they are the owners or contract the state of
which is the first state of the	they are the owners or contract vendeces of the property at: <u>Ceet Klamath Falls Klamath Oregon 97601</u> as: <u>(eddress)</u> Lot 6 ¹ Block 10 Tract 1037 5th Addition to Sunset Village
which is more particularly described	as: Lot 6 ¹¹ Block 10 m
Alter Practice and a second second	5th Addition to Sunset Village
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	OREGON. on my
(14) Contrary and provide the second state of the second state	。 1994年1993年1月1日(1994年1月)(1994年1月1日)(1994年1月)(1994年1月)(1994年1月)(1994年1月)(1994年1月)(1994年1月)(1994年1月)(1994年1月)(19
	a sene en la substat substituit et mainul la manuel activita antiga la federalisa da substituita de substituit Venut mili internet din nel chanta con est
suant to current Company Specification	ty." id weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur- Day window(s) totalling approximation of the subject to notations) to be installed in Homeowner's home pur-
KAStorm Windows: Install	id weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur- 13 window(s) totalling approximately 220 sq. ft. doors.
KKSliding Doors Lintall 2005	13 window(s), totalling approximately 220 sq. ft. doors.
XK Ceiling Insulation: Install inst	doors; faith a characteristic a state of the
Ca Duct Install insul	ation from an estimated origination p. 0.19 to an estimated R- 38
AKOther: Uran	ture barrier in crawl space.
co wrap expose	insulation to an estimated R to an estimated R. 13, approximately 2305 sq. ft. sture barrier in crawl space. ed water pipes
The cost of the installation described a	bove, for which Homeowners will ultimately be responsible under this agreement, is \$ 4020-00-
3. LIMITED WARRANTY PRO Pacific shall contract with an index	VISION indent insulation and weatherization contractor and will pay for work done as described above.
If upon completion of installation, Services Department, Pacific Power & L District Manager at their local Pacific Po EXCEPT FOR THE WARRANT WARRANTIES. ALL EXPRESS AI HOMEOWNERS, WILL START UPOI 90 DAYS FROM THAT DATE. HOME OR IMPLIED WARRANTIES, NEGLI PRESSLY DESCRIBED HEREIN, AI SEQUENTIAL DAMAGES TO HOMEC	Homeowners believe the work is deficient, Homeowners must contact the Manager, Weatherization ight Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, (503) 243-1122, or the Wer & Light Company district office. THES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER ND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE COWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS ND IN OF THE INSTALLATION OF THE INSULATION, AND WILL TERMINATE GENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX- NU IN OF VENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-
Some states do not allow the exclusion of	tations on how long an implied warranty lasts, so the above limitation may not and
1 MS Warranty mines	and the initial upins of exclusion many in the
upon average consumption patterns and ty use, it is not possible to precisely predict the faith concerning the anticipated benefits of the insulation and weatherization materials	ies at the request of its customers to determine the cost-effectiveness of insulation and weatherization based pical local weather conditions. However, because of the variability and uniqueness of individual energy insulation and weatherization, or by entering into this agreement, does not warrow that the incent is good provided for in this agreement will new the interim into this agreement, does not warrow that the incent is good
4. HOMEOWNERS' OBLIGATION	
Individual Homeowners (natural perso prior to the sale or transfer for consideration	ons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization in of any legal or equitable interest in any part of the property. Homeowners other than not all the actual contract the property.
(corporations, trusts, etc.) shall pay to Pacifi date of this agreement. Homeowners may pa	ons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization in of any legal or equitable interest in any part of the property. Homeowners other than natural persons ic, without interest, the actual contract cost of the insulation and weatherization within seven years of the sy such cost to Pacific at any time prior to the time payment is due.
5. HOMEOWNERS' OBLIGATION T Homeowners shall notify Pacific in writin whether it is voluntary or involuntary. Such tion, and not later than one week before the property, the name of the person to whom closing agent for the sale or transfer or is out so named and authorize and direct such per owner to Homeowners.	TO NOTIFY ag of the sale or transfer for consideration of any legal or equitable interest in any part of the property, a notice shall be sent as soon as Homeowners know that there will be a sale or transfer for considera- the property is being sold or transferred, and the name of any person or company who is acting as a herwise participating in the transaction. Homeowners authorized Pacific to contact any of the persons rooms to pay Pacific any obligations owing under this agreement from any monies which such persons
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YNA9MOD THOLI & REWORDHDAR 6. SECURITY INTEREST

To secure the Homeowners' obligations herein, Homeowners thereby 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; 的 钠铋钠
- (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.

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.

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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

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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 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, 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 (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

PACIFIC POWER & LIGHT COMPANY By	II. HOMEOWNERS ACKNOWLEDGE TH	AT THEY HAVE RECEIVED A COPY OF THIS AGREEMEN'
STATE OF OREGON Tomps of Klämath Personally appeared the above-named Joani K. Eayrs Acific Power & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204	PACIFIC POWER & LIGHT COMPANY	
STATE OF OREGON Tomps of Klämath Personally appeared the above-named Joani K. Eayrs Acific Power & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204	By a 2 Arlitta	X
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and acknowledgethe foregoing instrument to be her voluntary act and deed. Notary Public for Oregon STATE OF OREGON STATE OF OREGON Personally appeared the above named and acknowledget the foregoing instrument to be voluntary act and deed. Notary Public for Oregon My Commission Expires Personally appeared the above named activity of voluntary act and deed. Notary Public for Oregon My commission Expires Notary Public for Oregon My commission Expires	THE CONTRACT OF AND AND STATE	The standard the second standard beam and bland writing the second standard standard standard standard standard
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Before me: Notary Public for Oregon STATE OF OREGON Ss. State of the above named My Commission Expires: County of Ss. Personally appeared the above named Model of the above named and acknowledged the foregoing instrument to be woluntary act and deed. Notary Public for Oregon My commission Expires: Model and the above named Model of the above named Model acknowledged the foregoing instrument to be woluntary act and deed. Notary Public for Oregon My commission Expires: Model acknowledged the foregoing instrument to be woluntary act and deed. WHEN RECORDED RETURN TO: My commission Expires: ACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204	ne	r voluntary act and deed.
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		PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204
STATE OF OREGON; COUNTY OF KLAMATH: SS.		
	STATE OF OREGON; COUNTY OF KLAMATH:	85

hereby certify that the within instrument was received and filed for record on the

on page<u>5161</u>

<u>23pd</u> day	of	Mapch A.D., 19_8]at 9/53-
Vol M87 o		Mortgages on proster

Mortgages

_o'clock_A_M., and duly recorded in

EVELYN BIEHN COUNTY CLIRK By Alobra O. Jangen Deputy

Fee \$ 7,00