PACIFIC POWE Form 4107 1/79 OREGON : 10 9

PACIFIC POWER & LIGHT COM

WEATHERIZATION PROGRAM

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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This agreement is made this 28 day of and William Stables. I. Homeowners represent that they are the agreement in the control of the control	October	, 80 , between Pacifi aples	Power & Light Company ("Pacific"
which is more particularly described as:		S Klamath	Oregon 97	601
which is more particularly described as in the second seco	antendon negati d hereto:	Here desired by the control of the c	kanis (nate) Paris (nate paris (nation) Paris (Paris) Paris (nate paris (nation)	(sip code)
Duct Insulation: Install duct insulation from an e	on materials checked belo totalling approximately totalling approximately totalling approximately totalling approximately totalling approximately totalling approximately	results self reach solds sound a self- ide trainmail values solds sound as the ide trainmail values solds being self-solds trainmail and is being w (subject to notations) to be in sq. fr. sq. fr. sq	stalled in Homeowner's how the	termen
The cost of the installation described above, for which 3. LIMITED WARRANTY PROVISION Pacific shall contract with an independent insulation Pacific warrants that the insulation and weatherization standards. If installation is not installed in a workmanle corrected. If upon completion of installation, Homeowners. It is not installation, Homeowners. It is not installation, Homeowners.	Homeowners will ultimat	ely be responsible under this agr	eement, is \$ 913.45	11.77
If upon completion of installation, Homeowners	kattana,	o expense to the Homeowners,	vill cause any deficiencies to	istry o 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 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 OF DAYS FROM THAT DATE HOMEOWNERS, BEMEDIES FOR ANY CLAIM INCLUDING BUT AND WILL TERMINATE OD DAYS FROM THAT DATE: HOMEOWNERS' REMEDIES FOR ANY CLAIM! INCLUDING BUT: NOT LIMITED TO EXPRESS OF IMPLIED WARD ANTIES NEED TO EXPRESS OF THE WARD AND THE WARD AND THE WARD ANTIES NEED TO EXPRESS OF THE WARD AND THE WARD A 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-

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 instilation 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 rocal weather committees, 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.

4. HOMEOWNERS: OBLIGATION TO REPAY TO THE TOTAL OF THE PAY TO THE

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 communication of any term of equitable interest in any part of the property, from envirors 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 A PROBLEM SEC

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 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



3 6. SECURITY INTEREST

To secure the Homeowners: obligations herein. Homeowners hereby morigage to Pacific the property, together with all present and future appartenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the carliest to occur of the following dates: e tonowing cases:

#GAOTSOM CIMA THEMELSOM THEMPAREM AREA 7300 HOLLAND CIME (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. Madain 1

7. PERFECTION OF SECURITY INTEREST

Pacific may record this agreement in the county real property records, and Homeowners shall exe 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.

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, OR 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. lies ne of nortalities from listent hardward and t

11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.

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Staples, William L. and Sally M.

KLAMATH COUNTY, OREGON

Portions of Lots 76 and 77 in MERRYMANS REPLAT of vacated portion of OLD ORCHARD MANOR, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Lot 77 of said plat, less a portion described as follows:

Beginning at the soutwesterly corner of said Lot 77,

thence northerly along the westerly line of said Lot 77, 6.31 feet to a point:

thence north 72⁰12'35" east 63.94 feet to a point on the southerly line of said Lot 77:

thence westerly along said southerly lot line 65.74 feet to the point of beginning.

Also a portion of Lot 76 of said plat, described as follows:

Beginning at the northeasterly corner of said Lot 76,

thence southerly along the easterly line of said Lot 76, 4.67 feet to a point;

thence south 72⁰12' 35" west 49.83 feet to a point on the northerly line of said Lot 76:

thence easterly along said northerly lot line 49.43 feet to the point of beginning.

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