PACIFIC PON Form 4107 1/79

## PACIFIC POWER & LIGHT COMPANY

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### INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

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This agreement is made this 2nd day of December . 19 80 between Pacific Power & Light Company ("Pacific") 1. Homeowners represent that they are the owners or contract vendees of the property at:

1324 Wilford Klamath Falls Klamath Oregon 97601 Oregon 97601

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to This inscript coclaims the strice appraisant between the parties and shall not be medified except in a vitted recurrence tagened by the

See Exhibit "A" attached hereto:

10. HEMENWARDS GRADETOCKAREL CORRECONSTATION

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2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur-

suant to current Company Specifications.

Substitute of the current Company Specifications are substituted in the current Company Specifications and the current of the current Company Specifications are substituted in the current of the current Company Specifications are substituted in the current of the current Company Specification and the current of the current Company Specification and the current of the

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The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2082.10

#### 3. LIMITED WARRANTY PROVISION

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 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 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 EXPRESS 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-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 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 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. Landan bereich alf bei dem bei den an der

#### 4. HOMEOWNERS' OBLIGATION TO REPAY THE STREET OF THE STREE

and our commitment and the first to the contract of 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 (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.

## 

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

To source the Homeow appurtenances, improvemen	ners obligations herein	Homeowners here	eby mortgage to Pacif	c the property, togeth	her with all present a	d lut
of the following dates.			And the second s		day prior to the earlies	to oc
(1) the date on which as	y legal or equitable inte	rest in any part of th	e property is transferre	d;	A Coli	
(2) the date on which a including without li	nitation any deed, lien, i	mortgage, judement	t or land sale contract:			
(3) the date on which a	ny action or suit is filed on the property or any pa	to foreclose or reco	over on the property of	r any part thereof for a	any mortgage, lien, ji	dgme
7. PERFECTION OF			. Decombet.	16.22 days	nen. Nähitten Historia, si	· · · · ·
Pacific may record this	greement in the county		ls, and Homeowners sh	all execute any other d	locuments deemed nec	ssary
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8. Each Homeowner will agreement. This agreement swritten consent of Pacific.	o signs this agreement s hall be binding upon the	hall be individually e successors and ass	and jointly responsible igns of the parties. Ho	for performing the obl meowners shall not as	ligations of Homeown	rs in t hout
9. This document contr	ins the entire agreemen	nt between the parti	ies and shall not be m	odified except by a wr	ritten instrument sign	d by
parties.				" attached he	Affaidt 50 e	3
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Pacific Power & Light Com	pany. P.O. Box	728, Klama	th Falls. OR	97601	Broker Rangers Broke State	
However: You may not	cancel if you have reque	sted Pacific to provi	de goods or services wi	re you give notice of car	ricellation, and	£ SZIYAT
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Terey Stricken Klamoth County

# Exhibit "A"

The Southerly 10 feet of the Easterly 45 feet of Lot 3, and the Northerly 40 feet of the Easterly 45 feet of Lot 4 in Block 1 of Fairview Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of PP81

this 27 day of A.D. 19 81 at 1:16 o'clock? M., and duly recorded in Vol. M81 of Mortgages on Page 5552.

EVELYN BIEHN, County Clerk

FEE: \$10.50

By No Diagraphy