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Form 4107 1/79

### PACIFIC POWER & LIGHT COMPANY

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Vol.mg INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

and	This agreement is made this 18 Arthur N. Davis a	and Joan Davis	, 19, betwee	en Pacific Power & Light	Company ("Pacific") ("Homeowners").
	I. Homeowners represent that they a Star Rt. Dairy,	Dairv	Klamath	Oregon	97601
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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, V20 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 EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL 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 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.

4. HOMEOWNERS OBLIGATION TO REPAY W. O. 2 0086 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.

#### 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 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 owe to Homeowners.

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# 6. SECURITY INTEREST AND ASSOCIATION OF A CITY OF THE SECURITY INTEREST.

To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future of the following dates: of the following 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, including without limitation and 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. diama.M

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. ALOUE HY HON WORK

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

## 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, 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.

11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. PACIFIC POWER & LIGHT COMPAN HOMEOWNER and the manager of the parties of th out that the court STATE OF OREGON would, trainigh Klamath and acknowledge the foregoing instrument to be voluntary act and deed. 1307 1307 OR CONTRACT CHARGER RES attali sveida vels Notary Public for Oregon My Commission Expires: STATE OF OREGON สารเทาสาชิ (อมิจากสารเกร o La place Designed on the ss. Dorowolf and if o and particular in the first love love. Partilly in the Particular in the Particula And a supplied to the latter of Personally appeared the above named \_ and acknowledged the foregoing instrument to be voluntary act and deed. one has middling at the transmission for the second statement thought erest hanoue cleft with a come council compared with the most way of transiti Before me: My commission Expires: terreport with the way for mit belong to mitter or he land Bullardyama and a daught go er character and amendment regulars a see the consistency of WHEN RECORDED RETURN TO: PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204 an english if the rights that have a new added in the best to know have the STATE OF OREGON; COUNTY OF KLAMATH: 88. I hereby certify that the within instrument was received and filed for record on the 3rd A.D., 1981 at 11:35 o'clock A M., and duly recorded in day of April M81 on page 6045 Mtg. **EVELYN BIEHN** COUNTY CLTRK Fee \$ 3.50

By Webrall Ganga Deputy