97963

PACIFIC POWER Form 4107 1/79 OREGON : ar refer to their

PACIFIC POWER & LIGHT COMPANY

You <u>My</u> Page 6047

weetend teen of the

WEATHERIZATION PROGRAM

and red line or the day we hade to obests

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE details to the second of the second of the second of (LIMITED WARRANTY)

But the William Williams of Marines and the Agent William of the day

to remember in the second second	tali kasadi kan y	ng ya ita kananan ka	and the state of t	kapi di mikadapi telih Perapahan dengan da	क्षांकु क्षेत्रमें है । १० क्षेत्र १० इस में बेर्कार रेट एक्ट
This agreement is made th	is 21 day of	October	, 19 80	_, between Pacific Power	& Light Company ("Pacific") ("Homeowners").
		and the first and their states	ndees of the property	at:	97601
11417 Hill B	d., Klamat	h Falls,	Klamath	<u> </u>	(state) (zip code)
I. Homeowners represent 11417 Hill R which is more particularly descr	ribed as:	Marie Consultation (1997)	og eig gilden dem et geangleie bats ett ege	en – en	jedanski mental sa kilometer († 1905) 1905 - Millian Brahama, se storije
ed of being morning See	Exhibit "A	" attached	hereto:	and the state of the state of the	aliante de la companya de la company
			er yezekin	นักเกี่ยวสำหรับสารเสรี (14	METALL CONTRACTOR
anti (Satus) (tan 1901), San 1902 Anggaran di tan 1901 (1903) San	i otom off the Stromal office	right of staglighting Life is near think	Built he spaile sell ; As a hypotherizara	officialist states of the so- stantist most according to	alanda orazona (*) 18. angan orazona (*) 18. angan
hereinalter referred to as "the	property."	lenn gjistlin nikketsiik • • • • • • • • • • • • • • • • • • •	Lad bolow (mbject)	to notations) to be instal	led in Homeowner's home pur-
suant to current Company Spe	ellications.	owis) totalling appr	oximatelys	q. ft.	n de garage et de meteoriès Segligist have et de 1971 de 1 Sinjagnen have et de 1971 de 1971 de 1971
Storm Doors: Instali	doors.	anni esteris surtid	n Credhin ek ar	avirtie of serious des	Ang Sparish and a state of the
Sliding Doors: Instal	doors.	om an estimated exi	sting R- to an	estimated R app	proximatelysq. ft. oximately1217_sq. ft.
A FIGOR INSULUOD AUS	THE TREATMENT TO A TO	3 8 5 72	The second secon	N. School .	
X Duct Insulation: Inst	all duct insulation	to an estimated K.			andra and a stranger of the contract of the co
Moisture Barrier: In	stali moisture parri		various lucta	n in beginn a each	
X) Other: Wrap e	xposed ware	i brhes			Anna and Anna and a
The cost of the installation de	9 9 1 f	bish Homeowner	will ultimately be re	sponsible under this agre	ement, is \$ 900'.00
The cost of the installation de	escribed above, for	Willen Homeowie			
3. LIMITED WARRAN Pacific shall contract with	TY PROVISION	aulation and weather	rization contractor an	d will pay for work done a	s described above.
Pacific shall contract with	sulation and weath	nerization materials	will be installed in a	workmanlike manner cornse to the Homeowners, y	isistent with prevailing industry will cause any deficiencies to be
sændards. If installation is no	ot installed in a we	Of Killannike marines	•		S
corrected.	netallation Home	owners believe the	work is deficient, H	Iomeowners must contact	the Manager, Weatherization on 97204, (503) 243-1122, or the
C Department Pacific	Power & Light Co	Mississity, a upite pui	iding, you or it is a		the state of the s
District Manager at their loca	il Pacific Lower G	Pikite Comband and		O ACCOMPANDATE NOT DATE	MICH MAKES NO DIDEN
EVERT FOR THE	WAKKANTILD	EXLUESSET DO	JULIAND	TENDED ONLY TO	AND LIMITED TO THE N, AND WILE TERMINATE
TO THE WATERS WILL SI		ATT PRITION OF THE		PRINCIPLE OF THE PRINCI	MT: TTMITHIN 11FF.X PRESS
OO DAYS SKUM THAT DA	TE" DOMEOAM	DIO HILLIAM	THE PERSON NAMED IN	LOW ADDITIMITED	TO THOSE REMEDIES DA-
OR IMPLIED WARRANTI	ES, NEGLIGEN	N NO EVENT SI	HALL PACIFIC BE	RESPONSIBLE FOR A	NY INCIDENTAL OR CON-
SPOTIENTIAL DAMAGES	III) HOMEOMNE	TUS ON WILLIAM	DIND.		
1 1 1 1 1 1	関し 医びこれ め		Section 1	so the above limitation ma ages, so the above limitati	y not apply to you.
NOTE: Some states do	not allow imitation se exclusion or limi	tation of incidental	or consequential dam	ages, so the above limitati	ons or exclusion may not apply to

1050

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.0# 00838

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.

nauch); 18409 HOWER & LICHT COMPANY To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and fusure To secure the Homeowners obligations herein; Homeowners hereby mortgage to Pacific the property, together with all present and fusure appurtenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur

e following dates:

(1) the date on which any legal or equitable interest in any part of the property is transferred; (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 limited any dead, lies, mortages, independs or lead selections. of the following dates:

(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 forcelose or recover on the property or any part thereof for any mortgage, lien, judgment or the case on which any action or suit is flied to forecase or recover on the property or any part thereof to the recording date of this agreement.

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by 7. PERFECTION OF SECURITY INTEREST

8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this 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 Pacific to perfect this security interest.

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

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 It this agreement was sourced at a place other than the offices of racine, 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, 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, you may cancel this 10. HOMEOWNERS' RIGHT TO CANCEL (OREGON STATUTE) parties. agreement without any penalty, cancellation see or other manifectal obligation by maning a nonce 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 97601

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and

11) Pacific in good faith makes a substantial beginning of performance of the contract before you give notice of cancellation, and (1) Facilic in good taun makes a substantial beginning of performance of the contract perfore you give notice of cancenation, 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. to the transportable levisibility of kind the control of the levisibility of the control of the levisibility of the control of the levisibility of at of reducing their fig. STATE OF OREGON nodes control Monty Dehlinger med Monty Dehlinger and acknowledge the foreston instrument to be a his woluntary act and deed. estably insertable that also had any his loyan. Notary Public for Oregon My Commission Expires: ા મોલુવા સાથે ત્રાપા (સ્તાપાયક માટ અના પ્રાથમિક માટે વારા STATE OF OREGON incompletely to remain and the remainment as a remain of the temperal for a section of the remainment as a remainment of the remainment of t STATE OF OREOUN incrementable to require the term of the content of the property of the property of the property of the content of the conten ાં ભાષામાં માત્ર કર્યા કે પ્રાથમિક કર્યા હતા. જ હોતા તરેક કર્યા કે કે મિલ્લા કે કે કે મિલ્લા માત્ર કર્યા હતા. આ મુખ્યાના કર્યા કરવા કર્યા ભાષા કર્યા હતા. જામ જામ કર્યા હતા. જામ કર્યા કર્યા કર્યા હતા. તે કર્યા માત્ર કર્યા Personally appeared the above-named and acknowledged the foregoing instrument to be voluntary act and deed. anticumultures but marghant out to tree furtions timple off, heartwisterally effects as regular to the foreign of the foreign en en de la faction de la faction de la company de la c La company de क साम र प्रत्यां के ने स्थापित की अंतर के से से प्रत्यां के महिला है जो स्थाप की से स्थाप की स्थाप की स्थाप की इस साम र प्रत्यां की सम्बद्ध को स्थाप को स्थाप की से स्थाप की स्थाप की से स्थाप की से से स्थाप की से स्थाप की

My commission Expires:

Dehlinger, Monte

KLAMATH COUNTY, OREGON

A parcel of land situated in Section 5, Township 40 South, Range 10, East of the Willamette Meridian, being more particularly described as follows:

Commencing at the northwest corner of said Section 5:

thence south 89058'20" East along the north line of said Section 5, 307.88 feet to the Easterly right-of-way line of Hill Road, a county road, said point being the point of beginning for this description; thence continuing south 89058'20" East along said north section line,

645.88 feet;

thence leaving said north section line south 00045'00" west, 1296.54 feet to the northerly right-of-way line of said Hill Road;

thence north 89045'44" west along said northerly right-of-way line,

80.00 feet:

thence leaving said right-of-way line North 00045'00" East, 552.44 feet;

thence North 89⁰36'30" West, 605.78 feet to the Easterly right-of way line of said Hill Road; thence North 23^o30'29" West along said Easterly right-of-way line,

23.80 feet to the beginning of a curve to the right;

thence continuing along said easterly right-of-way line and along the arc of a 606.62 feet radius curve to the right (delta = 39003'50", long chord = North 03058'34" West, 405.63 feet) 413.59 feet to the end of curve;

thence continuing along said Easterly right-of-way line north 150 33'21" east, 325.32 feet to the point of beginning containing 13.18 acres more or less.

	TY OF KLAMATH; ss.			
ed tot istolg at request	e Pacific	Pacific Power & Light		
is 3rd day of Apr	cil A.D. 19 <mark>81</mark> at	11:36 A M., and		
July reger lod n Vol. N	181 of Mtg.	on Page6047		
	EV.	YN RIFHN County Clark		
	By _LU_In(aganga		

Fee \$10.50