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PACIFIC POWER Form 4107 1/79					6600
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adress .	10	comma.		cific Power & Light C	ompany ("Pacific")
This agreement is made this .	day of	and Karen S. S			_ ("Homeowners").
and <u>RODE</u> 1. Homeowners represent th	ert W. Sruill	contract vendees of the	property at:	ियमे हेर्यु स्वाइंडर्क्ट्रिय हिस्टील विक्रम इन्हों सार्व्यक व्या	
				Oregon	97601
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hereinafter referred to as "the pro-	operty	is should all the stand	tennight son a muse se alstable of stational f	he installed in Hon	eowner's home pur-
hereinafter referred to as "the pro- 2. Pacific shall cause insulation	n and weatherization n	laterials checked Delow	(Subject to notational of		ann Cailte Connaith
suant to current Company Specif Storm Windows: Install	window(s) to	alling approximately	sq. ft.	e dels e subliga dana i s	an a
D Storin Window Lustell					
Storm Doors: Install	doors.	และสารณ์สารณณา เมื่อสารที่	建物的基础 Andrew Andrews	n an airte an	an an an Albania. An an Albania an Albania an Albania an Albania.
Weatherstrin	doors.	และสารณ์สี่สารสระเมื่อสุดที่ 1 และการสารสารส์ 1 ค.ศ.ศ.ศ.	Bendelsen bestellten ef 256 Sternen en som Konstandelsen bei del del del del	99년 19년 19년 19년 19년 19일 - 19년 19년 19년 19년 19일	不必能力转化。
□ Weatherstrip	doors.	nang menjika tersebili pala MENYATA (AMI)		38. approximately	2080 eq. ft.
	doors. doors. all insulation from an esti-	timated existing Ri-1		38. approximately	2080 eq. ft.

xxOther: Wrap water pipes.

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ __1560-00

3. LIMITED WARRANTY PROVISION

Eacific 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

H-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

Services Department, Pacific Power & Light Company, Public Building, 920 S. W. Sixth Avenue, Portland, Oregon 9/204, 1503/243-1122, of 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 HOME@WNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND WILL TERMINATE 90 DAYSFROM 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-OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX-OPENSIVE DESCRIBED HEREIN AND IN NO EVENT SHALL DACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OF CON-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 limitations on now tong an anyong warranty tasts, 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 you. 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 auticipated 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.

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4. HOMEOWNERS' OBLIGATION TO REPAY 10.0. 4 00892. 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 consideramicules it is volumery of involumery. Such notice shall be sent as soon as atomicoviners know that there will be a safe of transfer to consider a to consider a safe of transfer to consider a safe of the address of the tion, and not later than one week before the expected safe 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 egent 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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at his most give the C. A. A. S. Martin M. M. M. S. M. S.

PACIFIC POWER & LIGHT COMPANY 6. SECURITY INTEREST

C. To scure the Homeowners, obligations herein, Homeowners hereby 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 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 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 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 ing an ann an thailt an th Pacific to perfect this security interest. Alamiti Taile ನೆತನದಂ

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 cosent of Pacific And Andrew Control C

9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the narties. $\{N_{i}\}$

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.

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

PACIFIC POWER & LIGHT COMPANY, NOME STATE OF OREGON > STATE OF OREGNN > STATE Real to a تعاويرا مراجع

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Robert W. Spruill - GELEBE Personally appeared the above-named ____

his voluntary act and deed. and acknowledge the foregoing instrument to be ____ Mandand of 2019-12 ્રપ્ર શ્વર્ણ 200 BU BY THE DATA SHE SHE

Notary Public for Oregon My Commission Expires:

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Constant in the respective line of the set of the stration of here and the set of the set WHEN RECORDED RETURN TO: PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204

STATE OF OREGON; COUNTY OF KLAMATH: SS.

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

day of April A.D., 1981 at 11:37 o'clock A M., and duly recorded in 3rd

of Mortgages on page 6093 Vol M81

Fee \$ 7.00

EVELYN BIEHN COUNTY CLIRK Deputy

By Detra Opensen