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	N COST REPAYMENT			ne pair ("Pacific")
1.5. 97984 to tank the base of	ang	10 80 _ between I	Pacific Power & Light Con	("Homeowners").
international and a second s	ay ofOctober		ANT OF MERICAN AND AND AND AND AND AND AND AND AND A	17601
This agreement is in B. William Robert B. William	s the owners or contract vendees	of the property at. Klamath	Oregon 2 (state)	(HD CONT.)
and	Klama Lii I	Alandar Italian		
	-bod hereto:		the states all a second second	
See Exhibit "A"	attached hereto:			
				gentemation which is per to set the transfer of the
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the monety-	and the second states of the second states and the second states and the second states and the second states and	of helow tours	onsl to be instance	
hereinafter referred to as "the property." 2. Pacific shall cause insulation and v suant to current Company Specifications Storm Windows: Install	veatherization matting approx	imstely <u>167</u> sq. ft.	na on and an a state of a state o	anna an t- Anna an t- Colf ar t-1400
2. Pacific shall cause insulations suant to current Company Specifications with the sum Windows: Install 10.	doors.	and a statistical statisticae statisticae statisticae	38. approximat	ely 872 sq. ft.
suant to current Compary 10 Storm Windows: Install 10 Storm Doors: Install 0 Weatherstrip 1 Sliding Doors: Install insul XX Ceiling Insulation: Install insul XX colling Insulation: Install insul	dcors.	ing R- 5 to an estimate	R- <u>19</u> , approximatel	y <u>1990</u> Alternationalistics (1998) (1997)
XX Ceiling Insulation: Install insula	ation from an estimated existination from an estimated R			的理想的问题。

Moisture Barrier: Install moisture barrier in crawl space.

FOUT TOOL VENTS. The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2109.20 3. LATLIEU WARRAULI FROVISION Besilic shall contract with an independent insulation and weatherization contractor and will pay for work done as described above. Feature 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 racule warrants that the insulation and weatherization materials will be installed in a workmanuke 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 In upon completion of installation, Homeowners believe the work is deficient, Homeowners must contact the Manager, Weatherization Design Provide Provide 1 into Company, Public Building, 020 S W Sinth Avenue, Design of Oroma 072014 (502) 242, 1122 are the 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 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 NOTSIMITED TO EXPRESS

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 08 IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES. FY YU DATS FRUM THAT DATE. HUMEUWNERS' REMEDIES FUR ANY CLAIM, INCLUDING BUT NUCLIMITED TO EXPRESS OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE-REMEDIES-EX-DRESSING DESCRIPED HEREIN AND IN NO EVENT SHALL DACIFIC DE RESDONSERTE FOR ANY INCIDENTAT OF CON-

UN IMPLIED WARKANTIES, NEULIGENCE, 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. SEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE.

NULE: 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 I has 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 weather issues and the request of the unstability and training of the unstability of the unstability and training of the unstability of Facilic conducts frome 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 and it is not constitute to consider models the sectore that will conside to support the individual. Therefore, Pacific, by providing information in condupon 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 honefits of insulation and worther station, on human and this concerning the anticipated honefits of insulation and worther station on human and the station of the sta

use, it is not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Facult, 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 will exclude the insulation and weatherization are accounted as a second weatherization and weatherization are also as a second weatherization and weatherization are also as a second weatherization and weatherization are also as a second weather and weatherization are also as a second weather and a second weather are also as a second weather and a second weather and a second weather are also as a second weather and as a second weather are also as a second weather and as a second weather are also as a second weathe tauth concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

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 insulation and weatherization within seven years of the corrorations, trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization within seven years of the 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 wentherization within seven years of the data of this contract. Homeowners, the provide set to Pacific at any time prior to the time provent is due. teorporations, trusts, etc. 7 shart pay to racine, without interest, the actual contract cost of the insulation and wi date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due.

U. INVIEW WIERS UPLICATION IN INTEREST 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. 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 of any legal or equitable interest in any part of the advector of the barrow of th 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 considera-tion, 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 name to inform the momentum balant field or transferred, and the name of any present or company who is entire and tion, 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 losing 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 closing agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Facilie to contact any of the persons on amed and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons for to Homeowners

owe to Homeowners.

PACIFIC POWER & LIGHT COMPANY 6. SECURITY INTEREST

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The source 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:

- e following dates: 303 OTDOM CMA 1M3M39300A 7M3MYA4331 T500 MOWAJU304 (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. 93 William herious?

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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. fittants EA

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. 200 Tritted "A" attached heretor

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.

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

PACIFIC POWER & LIGHT/COMPANY HOMEOWNERS:

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Notary Public for Oregon

My commission Expires:

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PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204 ครองการ สร้า ไม้สุขที่สาวการสาวไล้เป็นไว้ได้ได้แก้ได้ สาวและสุขภัณในี้ สังมีกระการสนไป ที่สุขที่มนไว้สาวการสาว ส และเจลา เป็น มีนี้ไม่มีมี แม้ส้องไม่เกาะสามัน และได้การสามหารถ เป็นการสามหารถ เป็นไม่มี แม้สามหารถ สามหารถ เ

Williams, Robert B.

KLAMATH COUNTY, OREGON

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Beginning at a point 1504 feet East of the Southwest corner of the NW4 of the NW4 of Section 5, Township 39 South, Range 9 East of the NW4 Meridian in the County of Klamath, State of Oregon; thence south 280 feet to the point of beginning; thence west 100 feet; thence west 100 feet; thence east 100 feet to the point of beginning.

STATE F JAESCN; COUNTY OF KLAMATH; ss. Filed for record at request of <u>Pacific Power & Light</u> this <u>3rd</u> day of <u>April</u> A. D. 19<u>81</u> at <u>11:30</u> clock <u>AI</u>, and duly recorded in Vol. <u>M81</u>, of <u>Mortgages</u> on Pace 6097. EVELYN BIEHN, County (Jerk Fee \$10.50 By <u>Claina Open open</u>