PACIFIC POWER Form 4107 1/79 OREGON

Vol.Mg Page 11012

WEATHERIZATION PROGRAM

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE CONTROL CONTROL (LIMITED WARRANTY)

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This agreement is made this	vandees of the property at:	Oregon	97601
and DelDel Lather are the owners or co	miraci vende v1amath	ULEGUII (state)	tall conc.
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hereinafter referred to as "the property." 2. Pacific shall cause insulation and weatherization means the company Specifications.	abooked below (subject to no	stations) to be instance in	
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Storm Doors: Installdoors.	I was the state of	20rovim	ately 1326 sq. ft.
Weatherstrip 3 doors.	no R. 11 to an esti	mated R. 10 approxima	tely 1326 sq. ft.
Sliding Doors: Install insulation from an es	timated existing R- 0 to an estim	ated R- 19, approun	
☐ Storm Windows: Install doors. ☐ Storm Doors: Install doors. ☐ Weatherstrip 2 doors. ☐ Sliding Doors: Install insulation from an est Ceiling Insulation: Install insulation from an est Story Insulation fro	mated existing		المحالفات أحديم وحروم
Storm Doors: Install doors. ☐ Weatherstrip 3 doors. ☐ Sliding Doors: Install doors. ☐ Ceiling Insulation: Install insulation from an est ☐ Floor Insulation: Install duet insulation to an est ☐ Duet Insulation: Install duet insulation to an est	stimated R awl space.	jacjil 시설 ~~~	1644,00
Moisture Barrier: Install moisture partier	- 160e		1712 00-
Moisture Barrier: Install Holatile Mother: Wrap exposed water Words Wrap water	harbon.	a tounder this agreemen	i, is \$
M Other: Wrap exposed water The cost of the installation described above, for which	Homeowners will ultimately be response	onsible under this ag-	
the installation described above, for which	Homeowies	done as des	cribed above.
The cost of the mistance PROVISION	the contractor and v	vill pay for work done as the	nt with prevailing indu

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 t acute warrants that the insulation and weatherization materials will be instance in a workmanner consistent with prevaling 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

District Manager at their local Pacific Power & Light Company district office.

EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER EXCEPT FOR THE WARRANTIES AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE WARRANTIES. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND WILL TERMINATE HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND WILL TERMINATE TO EXPRESS THE PROPERTY OF THE PACE OF THE PA HUMEUWINERS, 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 THOSE DEMONIES BY 90 DAYS FROM THAT DATE. NEGLIGENCE STRUCT LABILITY OF CONTRACT ARE LIMITED TO THOSE DEMONIES BY 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 CONSCIENTIAL DAMAGES TO HOMEOWNERS OR ANYONE FLOE 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.

I ms warramy 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 the not possible to provide the applicable and the conditions to the conditions that will provide the applicability and uniqueness of individual energy. upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy and faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of natur concerning the annerpated 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.

4. HOMEOWNERS' OBLIGATION TO REPAY

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization individual Homeowners (natural persons) shall pay to Pacific, without interest in any part of the property. Homeowners other than natural persons 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 prior to the saic or transfer for consideration or any legal or equitable interest in any part of the property. Dimeowher's other man 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 non, and not mer than one week before the expected sale or transfer. The notice must include the name of the 110meowners, 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 property, the name of the person to whom the property is being som 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 crossing agent for the sale of transfer of is otherwise participating in the transaction. Homeowners authorized rucine to contact any of the persons on 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.

6. SECURITY INTEREST

26. SECURITY INTEREST

To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future annurrenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur To secure 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 (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.
 (3) the date on which any action or suit is filed to foresteen on the property of the pr
- including without limitation any deed, hen, 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 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.

- 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 parties.
- 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 papalty cancellation factor other financial chilipation by mailing a nation to Pacific The nation must say that you do not want 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, you may cancel this spends or services and must be mailed before 19:00 midnight of the third business day after up 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: However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and

However: You may not cancer if you have requested Pacific to provide goods or services without delay because of an emergency at [1] Pacific in good faith makes a substantial beginning of performance of the contract before you give notice of cancellation, and [2] In the association of mode, the goods cannot be returned to Pacific in substantially as good condition as when received by Homeson. (1) Pacific in good taith 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. decorred descrip

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

PACIFIC POWER & LIGHT COMPANY	HOMEOWNERS HOMEOWNERS
A LIGHT COMPANY	COPY OF THIS AGREEMENT
By	HOMEOWNERS HOMEOWNERS
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STATE OF OREGON	all the man of a land
	The state of the s
County of Ss.	ρ
O. P. UKhama Ehra	All 24
Personally appeared the above-named and acknowledge the loregoing instrument to be	,19 80
acknowledge the loregoing instrument to be	et M. Danil
그는 이전에 사회 회사 회사를 가지하는 것이다.	voluntary act and deed.
	유럽하는 문문 설립한 형태 소화로 소의 타이트를 받는 하는 사람들이 되었다.
	Before me:
	Terre C
STATE OF OREGON	Notary Public for Oregon
County of Klamath) ss.	My Commission Expires: 9-1/-87
	Ler 20
Personally appeared the above-named	10 80
and acknowledged the foregoing instrument to be	
and unent to be	voluntary act and deed.
	act and deed.
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and the second of the second o	Notary Public for Oregon
	My commission Expires:
PACIFIC POWER & LIGHT COMPANY / ATTENDED IN	Apriles;
WHEN F	ECORDED RETURNS

11014 Pelberta. Doniel Klamoth Country

EXHIBO A

A portion of the SE4SW4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point which lies South 0° 54' East 1060 feet and North 890 06' East, 110 feet from the iron pin which marks the Northwest corner of the $SE\frac{1}{4}SW\frac{1}{4}$ of said Section 1; thence South 00 54' East, 100 feet; thence South 890 06' West 80 feet, more or less, to a point on the East right of way line of Patterson Street; thence North 00 54' West along said right of way line, 100 feet; thence North 890 06' East 80 feet, more or less, to the point of beginning.

SUBJECT TO: 1968-69 taxes; acreage and use limitations under provi-I sions of the U.S. Statutes and regulations issued thereunder; liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, contracts, easements and water and irrigation rights in connection therewith; regulations, liens, assessments and laws relating to the South Suburban Sanitary District; Trust Deed dated July 29, 1966, recorded August 3, 1966, in M-66, page 7825 records of Klamath County, Oregon; and easements and rights of way of record and apparent thereon.

> STATE OF OREGON; COUNTY OF KLAMATH; ss. Filed for record at request of this 19thday of June A.D. 1981 at 8:38 clock AM., and duly recorded in Vol. M81 , of Mtg. on Page 11012 By M. Da a Canal Fee \$10.50