PACIFIC POWER Form 4107, 1/79 OREGON

PACIFIC POWER & LIGHT COMPANY Vol. 7/1 Page 14870

		INION		1,41,424,141,141,163	Batter of London	off the L		
		INSULATI	ON COST DE	DAVA	Marie Manganeria	10, 10, 10, 10, 10, 10, 10, 10, 10, 10,	机砂铁锅 计记录	
Markey (G.)	Third two days are as a		2000	CHIMENI	AGREEMEN	T ARID		
			Statement . I.	LIMITED W	AGREEMEN	MANA	ORTGAG	E
1000 1000	greement is made t	·			MKKANIY)	4-14	h filipht diago	7
	a salay	أأكار فالمحارية		Miller march	tille i transitioner i transitioner i transitioner i transitioner i transitioner i transitioner i transitioner Stransitioner i transitioner i			
This .		2 M 3 M 3 M 3 M 3 M 3 M 3 M 3 M 3 M 3 M	et, estilaren geni	teat saliki ing panin		Marie Paris III		
- T	greement is made t	nis 2 a.			SIMMA DAYS.	Assistant in		
nd Bur	greement is made the	ut	y or _June_		TO OT			

This agreement is made this 2 day of June 1981 between Pacific Power & Light Company ("Pacific Harriman Star Route pare the owners or contract vendees of the	
and Burton A. Bixler or Funice L. Bixler I. Homeowners represent that they are the state of the	
I. Homeowners represent that they are the owners or contract vendees of the property at: 1. Homeowners represent that they are the owners or contract vendees of the property at: 1. Homeowners represent that they are the owners or contract vendees of the property at: 1. Homeowners represent that they are the owners or contract vendees of the property at: 1. Homeowners represent that they are the owners or contract vendees of the property at:	
Harriman Star Route Box 79P Klamath Falls Klamath which is more particularly described as: I Company ("Pacific Company ("Pacific Harriman Star Route Box 79P Klamath Falls Klamath Oregon 2763)	")
C'Homeowners' ("Homeowners")	1.
which is more particularly 1 (address) (address) Klamath	
Oregon 97601	
tap cod	ī
which is more particularly described as: LOT to HARRIMAN PARK, Klomoth County Once	,
	V
hereinafter referred to as "the own	
AND THE STATE OF THE PROPERTY	
hereinafter referred to as "the property." 2. Pacific shall count in	
hereinafter referred to as "the property." 2. Pacific shall cause insulation and weatherization materials checked below fait; suant to current Company Specifications	
suant to current Company Specifications.	
C. Studentinis,	
Storm Windows: Install window(s) totalling approximately sq. ft. Weatherstrip doors. Sliding Doors: Install doors.	
Sliding Doors: Install 1997	
Ceiling Insulation: Install insulations	
Weatherstrip doors. Sidding Doors: Install doors. Ceiling Insulation: Install insulation from an estimated existing R. 9 to an estimated R. 38 approximately 1338 sq. ft. Duct Insulation: Install duct insulation to an estimated existing R. 0 to an estimated R. 19 approximately 1089 sq. ft. Moisture Barrier: Install moisture barrier in crawl space.	
Duct Insulation: Install duct insulation an estimated existing R- 0 to an estimated R. 38 approximately 1338	
Moisture Barrier: Install duct insulation to an estimated R 0 to an estimated R 19 approximately 1338 sq. ft. 8 Other: 2 ROOf vents.	
Softer: 2 Roof vents. Insulate water pipes. Knee walls to R-11 The cost of the installation described.	
Knee walls to P insulate water pipes	
The cost of the installation	
and an arrangement of the arrang	
The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$1,030.00 Pacific shall contract with an independent insulation and	
Facility shall contract with an independent lead of	
Pacific shall contract with an independent insulation and weatherization contractor and will pay for mathematical that the insulation and weatherization contractor and will pay for mathematical transfer of the standards. It is not be a support of the standards	

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 racine warrants that the insulation and weatherization materials will be 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 It upon completion of installation, fromeowners believe the work is deficient, fromeowners 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 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 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 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. NOTE: Some states do not allow imitations on now 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 racing conducts from expergy Analyses at the request of its customers to determine the cost-enectiveness of institution and weatherization based upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy upon average consumption patterns and typical local weather conditions. However, because of the variationity and uniqueness of individual active to any particular individual. Therefore, Pacific, by providing information in good ase, it is not possible to precisely predict the savings that win accrue to any particular monitonal. I herefore, Facility, by provious 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 tain concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, tibes not warrant time insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption. rpizhfija jepigo

4. HOMEOWNERS OBLIGATION TO REPAY ... 0. # 00 982

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization individual riomeowners (natural persons) snau pay to Facilic, 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 sale or transfer for consideration of any legal of equitable interest in any part of the property. Itomicowners other man matural 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. noncowners snan notiny Factive 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 the latest the manual than the property of the sale or transfer for consideration of the sale of the sale or transfer for consideration of the sale of the sale or transfer for consideration of the sale of the sale or transfer for consideration of the sale of the sale or transfer for consideration of the sale of the 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 property, the name of the person to whom the property is being soid 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

								which stich b
			- Indiana and the second		and the second second	and the second second		Je 940101
				the second section of	THE PARTY OF THE P	2.77		
fil of a contract					the state of the last of the l	Drew areas and a second	and the second of the second	
1. 李 李 李 李 李 李 李 李 李 李 李 李 李 李 李 李 李 李 李	and the second					and the state of the same of t	Commence of the Commence of th	
The state of the state of	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A - 2 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2				and the second second	And the second of the particular and the second	
		* 1.5 g = 1.0 g = 1	and the second second				177746	and transferred chartely break and the
			and the second second second	the state of the s	The second secon		the second secon	and the state of t
		The second second	化双氯化物 医乳腺性 美国	17.60 4.60 -			for a second control of the control of	
				1.74 2.6	The second of the contract of	Electronic Control of the Control of	The state of the s	**
			1,000				and the second second	
					The same of the same of		4	
				and the second second				Tarren de la companya
		しまげる こだれ たいきしゃど にわりょう				The state of the state of		· · · · · · · · · · · · · · · · · · ·
						4.00	and the second of the contract of	こうきゅう こうしょう はんばうぶつかい
	The state of the s	to the state of th						
	20.75	A STATE OF THE STA	and the second second			and the second second		
	1.32				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		5 (5)	Charles and the contract of	
# 8 FM 5 . 0	and the state of the state of				1,100,000	* 4 5 4	C1232323131317777777	* * * * * * * * * * * * * * * * * * *
が しょうしゅうけんごう	4 4					the way and the contract of	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	\$ 1.50 E \$1.50
the state of the s	2.5 2.5 2.5		and the second s		1.0		The state of the s	1 12 SANGE
	and a standard to the control of	The second state of						
	the second second second second	the company of the first of the contract of th	5 g 7 g 8 t - 10		And the second of the second of the			the state of the s
					5			and the second s
			1.0000,2.0				and the second s	

00.7

7 Deputy

OSEP ESECURITY INTEREST

7.00

Fee \$

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 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

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 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.

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, 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. HOMEOWNERS PACIFIC POWER & LIGHT COMPAN STATE OF OREGON County of Klamath Personally appeared the above-named Burton A. Bixler voluntary act and deed. and acknowledge the loregoing instrument to be Before me: Notary Public for Oregon My Commission Expires: STATE OF OREGON WE HEREIT OF 19.81 County of Klamath Personally appeared the above-named Eunice L. Bixler and acknowledged the foregoing instrument to be __ voluntary act and deed. Notary Public for Oregon My commission Expires 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. I hereby certify that the within instrument was received and filed for record on the 20th ay of August A.D., 1981 at 3:38 o'clock P M., and duly recorded in **EVELYN BIEHN** Vol M81 of Mortgages on page 14870 COUNTY CLERK