

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

and	This agreement is made this 20 Ruby S. Hawley	day ofMay	, 19 <u>81</u> , between Pa	acific Power & Light Compar	ny ("Pacific")
	I. Homeowners represent that they 5219 Alva	are the owners or contract vend Klamath Falls	lees of the property at: Klamath	Oregon	omeowners"). 9760.
which	n is more particularly described as:	(address)	Standard (County) and advantage of a property of the standard	(state)	(zip code)
	awatan sa kara wa watan ta kasa waki			akipati biya tatip takatan kupase ji Jama Jama Jama Jawa Kati	⊈alla estjela a Navada alla alla a
	Lot 84 of YALTA GA	RDENS, Klamath Co	unty, Oregon	Managaran (1981) and an angle and a single a	
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			and the secretarian in the con-	e a vivila da l'adda funcional del vivil	guardini.
argui;	Beginning dan Terretak op dit og d	Le will have they before with	Professional Review of the control of		
herein	after referred to as "the property."				
2. 1	Pacific shall cause insulation and w	eatherization materials checke	ed below (subject to notations) to	his installed in Homograph	. Textus tiggi A. Bana and
suant	to current Company Specifications.				
		_ window(s) totalling approxim	natelysq. ft.	And A. Library and Commission of the Com-	
[☐ Weatherstrip doors. ☐ Sliding Doors: Install	doors	ishi kikula kabaka sal	รับได้เลียงสมาชิก ต่ำสายสามาชาวสมาช	Same parking the
1.12	XI Ceiling Insulation: Install insula	tion from an estimated existing	R. 7 to an actimated R. 3	8	1.0
. 4	E Floor Insulation: Install insulation Duct Insulation: Install duct ins	on from an estimated existing l	R U to an estimated R- 1	9. approximately <u>875</u>	.sq. ft.
Ī	☐ Moisture Barrier: Install moistu	re harrier in crawl space			
6	other: Wrap water p			की देखाल इस क्या पहुंची	Brandy (1999)
æ	Caulk return				
	ost of the installation described abo		ll ultimately be responsible under	this agreement, is \$ 704.	00
	LIMITED WARRANTY PROVI				
Paci	acific shall contract with an independ fic warrants that the insulation and	weatherization materials will	he installed in a workmanlike ma	mner consistent with provail	ing industry
standar	rds. It installation is not installed i	n a workmanlike manner, Pac	cific, at no expense to the Homeo	owners, will cause any defici	encies to be
	upon completion of installation,	Homeowners believe the worl	, is definions. U		
Service	s Department, Pacific Power & Lis	tht Company, Public Building	. 920 S.W. Siyth Avanua, Portlan	t contact the Manager, We ad, Oregon 97204, (503) 243-	atherization 1122, or the
Distric	t Manager at their local Pacific Pox XCEPT FOR THE WARRANT	ver & Light Company district o	office.	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	
WAKH	GANTIES. ALL EXPRESS AN	ID IMPLIED WARRANT	IES ARE EXTENDED ONI	V TO AND LIMITED	TO THE
HUME	EUWNERS, WILL START HPON	LCOMPLETION OF THE II	VSTATI ATION OF THE INCH	TATION AND WITE TOPS	DRATALAGE
OIL IIII	YS FROM THAT DATE. HOME PLIED WARRANTIES, NEGLIO SLY DESCRIBED HEREIN AND	JENUE, STRIUT LIABILIT	Y OR CONTRACT ARE TIM	THEN TO THOSE DENIE	DIDE DV
* TIPOU	BLY DESCRIBED HEREIN, AN ENTIAL DAMAGES TO HOMEO	NO 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. 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 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

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 W.O. # 01022

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.

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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. PACIFIC POWER & LIGHT COMPANY HOMEOWNERS STATE OF OREGON County of Klamath Personally appeared the above-named Fuby S. Hawley and acknowledge the foregoing instrument to be her voluntary act and deed. Before me My Commission Expires: รุ่งชาย โดยมี ใช้เร็ตที่ วิที ผู้เป็นเหลือก ก ก็**) 88** เมื่อรุ่น ซ s. Note that the second of May 20 in the second of the sec County of indiginga kakustanini pilikupa suguka sa kerikininkal kuni gistip meri, nengo kisti ini ini si di spenin sik Personally appeared the above-named __ and acknowledged the foregoing instrument to be voluntary act and deed. Before me: our transfer which problems are made from the first properties of the properties of the properties of Course studies and proposed the minimum of the light of the state of the proposed the state of the state of the 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 27thay of October A.D., 1981 at 11:39 o'clock A. M., and duly recorded in **EVELYN BIEHN** Mortgages on page 18686 Vol M-81 of COUNTYCLEAK 8.00 Fee \$