## PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

1840 Description that they are	day of <u>May</u> Osborn the owners or contract vendees of Klamath Falls	, 19, between Pac	(OII	pany ("Pacific "Homeowners
ich is more particulati	(address)	Klamath	Orace	
4840 Darwin Place, 1	ith County.	elen Gardens Klam	ath Falls, Or	egon,
				ee tig

00

- 2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pursuant to current Company Specifications. Storm Windows: Install 9 window(s) totalling as
   Storm Doors: Install 1 doors.
   Weatherstrip 2 doors.
   Sliding Doors: Install 1 doors.
   Sliding Doors: Install 1 doors.
  - window(s) totalling approximately 180 sq. ft.
- Singing Doors: Install \_\_\_\_\_\_ doors.

  1. Ceiling Insulation: Install insulation from an estimated existing R-0/11 to an estimated R- 38 ... approximatel 160/1066. In the Insulation Install insulation from an estimated existing R-0 ... to an estimated R- 19 ... approximately 1066 sq. ft. doors \_\_ approximately 60/1066. ft.

  - Moisture Barrier: Install moisture barrier in crawl space.
  - ⊠ Other: Wrap pipes.

The cost of the installation described above, for which Homeowners-will-ultimately be responsible under this agreement, is \$ 1,825,58

2. LIMITED WARMANT I FROVISION
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 institution and weatherization materials will be installed in a workmannike manner computer with prevailing including 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

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, 1503) 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 90 DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL 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. NOID: Some states do not allow initiations 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 racine conducts nome energy Analyses at the request of its customers to determine the cost-enectiveness of insulation 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 variability and uniqueness of individual areas, it is not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good use, it is not possible to precisely predict the savings that will accrue to any particular motivioual. Therefore, Facult, by providing morniation 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, 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 for portions, trusts, etc.) shall pay to Pacific, without interest in any part of the property. Homeowners other than natural persons date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time natural persons the date of this agreement. 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 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 tion, and not later tunn one week before the expected sale or transfer, the notice must include 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 cooning agent tot the sale of transfer of is otherwise participating in the transaction, tronscounces authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons

	-	Trees and the same of						the second second		der tills agreeme	Di from	
	*		Andrew or all the factors	-					with the second		··· nom any i	noniee
111					water of a file of the beauti		5 5 5 5	<ul> <li>* 4* ANR 1.7</li> </ul>				
8131	F - 1						Andread and the same of the Party of the Par	- was a series of the second				
36.3	17.77	( ( ) ( ) ( ) ( )	- 1 x x 2 x , \$ 1.	. 4 20	0.0000000000000000000000000000000000000				2.7			
		A 20 CO	13 4 4 4 4 4 1 1	100000	1.1. 2	and the party					-	
10.0	Table 101 (1984)	10 10 10		7 T T T T T T T T T T T T T T T T T T T	P 6 8 1 17 18 18	につき だけんかん かん	1.45	1971 20		The second secon		the second second
	- 1. J. C. S.				Andrew Co.	S			1. 6.5 · · · · · · · · · · · · · · · · · · ·	The same of the sa		
		and the first of the	1000			the second field of	The State of the State of	and the second second second				
1.0	a distance.	the first terms of the		794-482 ISV					Print Audie	7 6.5- 4.94.5	marin di Parin di Li	
				massum NGC 1	A 16 8 14		C 425			And the Company of th		10000
	ere i e i i e aje	S	A 223 3 1 1 1			170	1000				or the second control of the	19 4 1 4
111	医多种性 经工作	2 1 12 12 14	18 16 W. A. L. V.					7 to 5 to 5		and the first of the second of the		
	1 2 x 11 1 1 1 1 1 1 1 1	20 to 20 12 for 12 to	attended to the second			the state of the			Magne			
	A Carlotte							** * E1 ** 4 .4	5.00	Acceptable to the second		
	and the second		100		10 10 10 10 10 10 10 10 10 10 10 10 10 1			المراج ويراجل المراجعة		13 t 3 t 1 t 1 t 1 t 1 t 1 t 1 t 1 t 1 t		
	St. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ATT 1 1 1 1 1 1 1	4 - 4 4					and the second second		The Residence of the Control of the	and the second second	3 a. 1
177	.: 10 °F +	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		100	1.0						the contract of the contract of	
	3, 10.00	insbi_		医乳头 医抗二氯酚								
		· · · · · · · · · · · · · · · · · · ·	and the same of the same of	医二十二二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二	Alle Colonia					and the second second second		

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 is transferred; (1) 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, 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 dead, lies, most account of the property which does not exist as of the date of this agreement is created.

including without initiation any deed, neil, 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.

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by

- 8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this Pacific to perfect this security interest. b. 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
- 9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the written consent of Pacific. parties.

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 10. HOMEOWNERS' RIGHT TO CANCEL (OREGON STATUTE) It this agreement was sonctied at a place other than the offices of ractine, and you do not want the goods or services, you may cancer 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 Pacific Power & Light Company, P.O. Box 728 (1) Pacific in good faith makes a substantial beginning of performance of the contract before you give notice of cancellation, and

(1) 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.

II. HOMEOWA	homeowners (	Samuella of the Control of the Control
PACIFIC POWER & LIGHT COMPANY	all and officer	product of the control
V 17 / Spl	ylla X 3 X 2. U	
By CO	EThis 7 Octo	med
프로젝트 100 전 등급기 (1000년 100년 1200년 ) 그 교육 1		3. 3. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
STATE OF OREGON	South Teaching the Park of the Control of the Contr	, 19 <u></u>
Strategic and Strategic and St.		
County of Alama Cit	医减量性 医阿瑟特斯特氏 医阿克勒 医杂音管的 医压缩	
Personally appeared the above-named Paul	M. Osborn	kraja in presidenti ki jih jih jih jih jih jih jih jih jih ji
the foregoing instrument to be	무슨 소리는 사람들은 소문 문학의 등 점점 경우 회에 가는 회약 교육 이렇게 되었다.	
and acknowledge	Bufore me:	
	( not a Wearse	andah
		1-85
And the same that	Notary Public for Oregon  My Commission Expires: 3-4	19 81
STATE OF OREGON	2008년 22일 대학자 현대인 2년 1일 전 <b>2일 1일 1 1</b> 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	, 19_81
(2) 1. (2) 17 (1878) 17 (1894) 48 (1894) 1	业工作的 1.1.4 N. 1.4 L. 4	
	<ul> <li>The Street Control of the Control of t</li></ul>	States of the first of the state of the stat
0 = 0 Est	ther F. Osborn  Her	TO THE STATE OF TH
Personally appeared the above hands and acknowledged the foregoing instrument to be	Her voluntary actum	,
	Beiffre me:	
	Chap & Janes	Genedall
The same that the second of the first and the second of th	Notary Public for Oregon 3-4	1-82
	My commission Expires: 3-9	
The second section of the s	WHEN RECORDED RETURN TO: TENTION: PROPERTY SECTION / 920 S.W. SIXTH AV	ENUE / PORTLAND, OR 97201
PACIFIC POWER & LIGHT COMPANY / AT	TENTION: PROPERTY SECTO	, _ eha
PACIFIC POWER & LIGHT COMMAND State of OREGON: COUNTY OF	KLAMATH: ss. within instrument was received and	filed for record on the
I hereby certify that the		and duly recorded in
	.D., 1981 at 8:42 o'clock A M.,	
13 day or November		COUNTY CLERK
Vol_M 8lof Mtge	on page 19765 ·	deputy
	By Janelle	acrear actions
Fee \$ 8.00		in ne e e e e e e e e e e e e e e e e e
	그리아 시작들은 10대한 전 시원 시원 시간 경험 경우 12 <u>다른 10</u>	