PACIFIC POWER & LIGHT COMING OREGON: WEATHERIZATION PROGRAM PACIFIC POWER & LIGHT COMPANYOL M81 Page

19774

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

			VARRANTVI	NORTGAGE	
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which is the line	Hadison K	am contract vendees		actic Power & Light C.	
more particu	2309 Mad ison K plarly described as:	tamath Falls	of the property at:		mpany ("Pacific")
	as:	Falls	Klamath	20 A 20 TO THE RESERVE OF THE PERSON OF THE	("Homeowners").
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county	Ora Lots	6 1 -		Intate)	97601
	oregon. To:	and 7 in a	0 1	to the second of the contract of	(zip code)
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That portion of Lots 6 and 7 in Block 2 of HOMELAND TRACTS, Klamath County, Oregon, lying Westerly of the Enterprise Irrigation Canal. the beautiful and the connection of the connecti अमेरिकेटी क्रिकेट्सी क्रिकेट

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ereinafter referred to as the property.

2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur-2. Pacing snan cause mountains suant to current Company Specifications. Pacific shall
It to current Company Specifications.

Storm Windows: Install 8 window(s) totalling approximately doors.

Storm Doors: Install doors.

Storm Doors: Install doors.

Weatherstrip doors.

Sliding Doors: Install doors. □ Sliding Doors: Install doors.

Ceiling Insulation: Install insulation from an estimated existing R. 11 to an estimated R. 38. approximately 2148 sq. ft.

Duct Insulation: Install duct insulation from an estimated existing R. 0 to an estimated R. 38. approximately 2148 sq. ft.

Moisture Barrier: Install moisture barrier in crawl space. E rioor management.

B Duct Insulation: Install duct insulation to an estimated R

Duct Insulation: Install moisture barrier in crawl space.

Water pipes.

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2,408.52

5. LIMITED WARRANTY PROVISION

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above.

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 and a support of the Homeowners will cause any deficiencies to be Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevailing industry standards. It installation is not installed in a workmanlike manner, Pacific, at no expense to the Homeowners, will cause any deficiencies to be

corrected.

If upon completion of installation, Homeowners believe the work is deficient, Homeowners must contact the Manager, Weatherization District Manager at their local Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, 1503) 243-1122, or the EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO DAYS FROM THAT DATE, HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND LIMITED TO THE OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO LIMITED TO THE 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

t.

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 a verage consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy. 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 transcription patterns are typically predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good 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 and weatherization and weatherization, or by entering into this agreement, does not warrant that the installation of money or electrical consumption. faith 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 W.O. # 0092/

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization of any legal or somitable interest in any part of the property. 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 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 date of this careament. Homeowners may not 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. When a succession of the property of the property, the name of the person to whom the property is being sold or transfer. The notice must include the name of the Homeowners, the address of the property is being sold or transfer, and the name of the Homeowners, the address of the own to sold the property is being sold or transfer, and the name of any person or company who is acting as a own to Homeowners.

Homeowners know that there will be a sale or transfer for consideration and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to persons to persons the persons to persons the persons to persons to persons to persons the persons to persons to

Pay Facilic any obligations owing under this agreement from any most past 10007 VIub birs. Additionally 1990 Account of the control of the c					2014 LE 10, 2015	and the second section	7 - S. 19 - 20 - 1	Pay Paci	fic ·	ansactic	on H	OI	an.	SHIGORE
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.6. SECURITY INTEREST IN WASHINGTON IN DELLES SERVICES OF THE PROPERTY IN THE PROPERTY OF THE 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; (1) the date on which any tegal 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 It into agreement was solucted at a piace other than the offices of Facilic, 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 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

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and nowever: 10u may not cancel it you have requested racine 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.

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	K Philip J. Sladich;
By Charles and Cha	V Layon V Sladich
STATE OF OREGON	4/8 .19 8/
County of Klamath	
Personally appeared the above-named Philip J. Sladicand acknowledge the foregoing instrument to be his	ch_ voluntary act and deed.
	Before me: Sange Sandall
The second s The second	Notary Public for Oregon My Commission Expires: 3-4-85
STATE OF OREGON	april 8 .19.8/
County of Klamath	Des Malaren (17). The parties the first of
D ll. popeared the above-named La Von V. Stau	voluntary act and deed.
and acknowledged the foregoing instrument to be 1100	
The liberty to the left, in this will be the first of the liberty for the left of the left	Rotary Pullicular Oregon My commission Expires: 3-4-85
	ting to the state of the state
WHEN REC	ORDED RETURN IO: DORTLAND, OR 9720

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

M., and duly recorded in 13 day of November A.D., 1981 at8:42 o'clock_ **EVELYN BIEHN** COUNTY CLERK

on page 19774 Vol M 8 lof Mtge.

Fee \$ 8.00

deputy