PACIFIC POWER & LIGHT COMPANY OF MEL Page 19779

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

This agreement is made this 14 day of May	, 19 81			
and Donald F. and June R. Spears	, <u>v</u>	etween Pacific Power &	Light Com	pany ("Pacific")
I. Homeowners represent that they are the owners or contract vend  1343 McClellan Drive Klamath Falls	ees of the name			'Homeowners").
Talls.	V7		,	ineowners ).
which is more particularly descrit.	Klamat	UI	egon	97601
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office of the County Clerk of Klama	bran	unereof on f	ile in	the
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병원 등 보면 있는 그는 사람들이 모든 바다 하는 것이 되었다.	J, OI	egon.		
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<u> 1000년 1월 1일 </u>	e la suita de la companya de la comp	and the street		
nereinalter referred to as "the property."	Market Telegraphy and			the same
Z. Pacific shall cause insulation and weatherization	医生物性神经性 化二			for the same
Pacific shall cause insulation and weatherization materials checked unant to current Company Specifications.      Storm Windows: Install 19 window(s) totalling approximately and the storm Windows: Install 19 window(s) totalling approximately 19 window(s) window(s) totalling approximately 19 window(s) windo	below (subject to nota	tions) to be installed :-	rr .	
Storm Windows: Install 19 window(s) totalling approximate Washeset 1 doors.  Washeset 1 doors.	Hydrog <u>Seking Maria</u>	De mistaneu In	Homeowne	r's home pur-
String Doors, Install 1	tely <u>362</u> sq. ft.			
Clinic D. doors.	医阿尔特斯维特氏性炎			
Sliding Doors: Install doors.		and the first of the state of t		
E Floor Insulation: Install insulation from an estimated existing F	L. 11 1	医甲基氏乳状结合征	Mile to Asy	tty valady
Duct Insulation: Install insulation from an estimated existing R-	O to an estimate	d R- 38 approxim	ately 2010	no all the
Ceiling Insulation: Install insulation from an estimated existing F     Floor Insulation: Install insulation from an estimated existing R     Duct Insulation: Install duct insulation to an estimated R     Moisture Barrier: Install moisture barrier in crawl space.	to an estimated	R- 19 approximat	ely 2010	sq. It.
K Other: Wran nime barrier in crawl space.				
Duct insulation: Install duct insulation to an estimated R  Moisture Barrier: Install moisture barrier in crawl space.  El Other: Wrap pipes.	A BAIL IV BY LIFE	Parish Salvas		
he cost of the table			1 - 111	
he cost of the installation described above, for which Homeowners will n				

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 3,351.00

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 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

Services Department, Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, 15051 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 HOMEOWNERS, 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 ON DAYS FROM THAT DATE HOMEOWNERS, REMEDIES FOR ANY CLAIM INCLIIDING BUT NOT LIMITED TO EXPRESS 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 OR IMPLIED WARRANTIES, REGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENCES. 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 immeations on now long an implied warranty lasts, so the above immeation 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 Pacific conducts from emergy analyses at the request of its customers to determine the cost-encouveness of insulation and weather taxation passes upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy analysis in the condition of the condit use, it is not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good ase, it is not possible to precisely predict the savings that will add use to any particular intervious. Therefore, I add to 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 W. 0.# 01044

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

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 mer tian one week perore the expected sine 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 closing agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any of the persons cosing agent for the safe of manifest of is otherwise participating in the transaction, from authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons

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© SECURITY INTEREST

To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future urtenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the application of the property. To secure the Homeowners obligations nerein, Homeowners hereby mortgage to Pacific the property, together with all present and tuture 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 foreclose or recover on the property or any part thereof for any mortgage, liest independ of the property or any part thereof for any mortgage.
- 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 other engumbrance on the property or any part thereof which evisted 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 shall be kinding upon the supposers and assigns of the parties. Homeowners shall not assign this agreement without the o. Each Floineowner 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 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 sement without any panelty cancellation fee or other financial obligation by mailing a notice to Pacific. The notice 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 and must be mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to:

1. Or Roy 728 Klamath Falle 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 basinning of carformance of the contract before you give notice of cancellation, and

nowever: I ou may not cancel it 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 A	CKNOWI EDGE -	thation of this right.
PACIFIC POWER & LIGHT	THAT	THEY HAVE RECEIVED A COPY OF THIS AGREEMEN
S. S. S. S. S. HIGHT	COMPANY	HOLE
	2)(1)	HOMEOWNERS
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County of Klamath		
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and acknowledge the foregoing inst	-named Donald F. Spea	
anknowledge the foregoing inst	nis	voluntary act and deed
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Personally appeared the above-na and acknowledged the foregoing instru	med June D	19.81
and acknowledged the foregoing instru	ment to be her	
		voluntary act and deed.
		Beffre me
	THE CONTRACTOR OF THE PROPERTY	(1,1): $(1,1)$
		Notary Pholic for Oregon
A Carte Care Target of the Care	androne (1995) Marine and Santonia	My commission Expires: 34-9.5
PACIFIC POWER & LIGHT	Winner	703
State - 6 Ch-	NY / ATTENTION: PROPER	ED RETURN TO:
I hereby carrie	TY OF KLAMATII: 95	ED RETURN TO: PY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND. OR 97204
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_13_day of November	A.D. 10	ent was received and filed for record on the
401 M 81 - A		TOUCK A M
Mtge.	on page 19779	EVELYN BIEHN
Fee \$ 8.00		COUNTY CLERK