PACIFIC POWER Form 4107 1/79 OREGON

PACIFIC POWER & LIGHT COMPANY OF ME PORTEZZA4

7910

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

This agreement is made this 20 and Roxamia D. Kennison I. Homeowners represent that they are 3861 Barry					
and Roxanna D. Kennison	hy of July				
I. Homeowners represent that they are 1 3861 Barry		, 19 <u>81</u> , betwee	en Pacific Power a		
3861 Barry	le owners or contract		- mile (ower a	Light Comp	any ("Pacific")
F.	amath Falle	" Property at:		("I	Iomeowners").
which is more particularly described as:	I tddre ss)	Klamath (county)		Oregon	97601
The West 70 feet of the plat thereof on file in	되는 경우 살아 하다였다.		(st.	ile)	(zip code)
plat west /0 feet of the	Page 75 c				
plat thereof on file in	the -fc.	Lot 17. DeRTOV T	TON MICE		
plat thereof on file in	the office of the	e County Clark	TUMES, acco.	rding to) the off:
프랑트 시계하는 남자 그 여자들이 가다.	기가 불통하다고 있는 말이	- area crerk C	or Klamath (County	Orocan Official
精 賽 人名英格兰人姓氏格特特的变体 化光线 人名英格兰人姓氏				т.су,	oregon.
hereinafter referred to as "the property."	賽馬 医抗病性 医中毒化				
2. Pacific shall cause insular	翻译 医静脉 医外胎后的				
2. Pacific shall cause insulation and weather suant to current Company Specifications. Storm Windows: Install 6 wind Storm Doors: Install doors.	ization materials charles 1				
K Storm Windows: Install 6	checked be	low (subject to notations)	to be increted		
Storm Doers: Install wind	low(s) totalling approximatel	. 120	and mariness in 1	tomeowner's	s home pur-
Storm Windows: Install 6 windows: Install 6 windows: Install doors. Weatherstrip doors. Weatherstrip doors. Geiling Doors: Install 1 doors. Ceiling Insulation: Install insulation: Install insulations.	Tr-validiti	y _ <u>129</u> sq. ft.			•
Sliding Doors: Install 1 doors					
Siding Doors: Install I doors. E Ceiling Insulation: Install insulation from Floor Insulation: Install insulation from Duct Insulation: Install duct insulation Moisture Barrier: Install moisture barries Other: Install 2 roof	ft an out				
Duct Insulation: Install insulation from	in estimated existing R.	15 to an estimated D	30		
Moisture Barrier Install duct insulation	to an estimated R	to an estimated R.	O approximat	ely976	en fi
X Other: Thoragain moisture barrie	in crawl space.		. approximatel	y = 976. s	a. II.
Install 2 roof v	≥nEs				• •
Insulate Water p	inec				
dost of the installation described above, for a	dial tr				
This utate Water p: The cost of the installation described above, for water points and the cost of the installation described above, for water process and the cost of the cos	neu Homeowners will ultim	ately be responsible t			
Pacific shall contract with an independent insulation and warrants that the insulation and warsh		- maine under	this agreement, is §	<u>1,342.</u>	00
Pacific warrants that the insulation and warth	stion and weatherization con	fenatur			

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above. a desire snail contract with an independent insulation and weatherization contractor and win 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. Pacific warrants that the installation and weathern ation materials will be installed in a workmanike manner consistent with prevaiing industry standards. If installation is not installed in a workmanike 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, (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 MILL TERMINATE OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACAFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXSOURCENTIAL DAMAGES TO HOMEOWNERS Off ANYONE ELSE.

NOTE: Some states do not allow limitations on hox long an implied warranty lasts, so the above limitation may not apply to you. Sonie states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to you.

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 winther conditions. However, because of the variability and uniqueness of individual energy opon exerage 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 accoun to any particular individual. Therefore, Pacific, by providing information in good ass, it is not possible to proceed product the savings that was acrosse to any particular more and. Therefore, I across by provining more manual 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 institution 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 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 natural persons the insulation and weatherization within seven years of the prior to die saie or transier for consideration or any legal or equitable anterest 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 Home winers know that there will be a sale or transfer for considerawhether it is voluntary or involuntary. Such notice shall be sent as soon as frome) where know that there will be a safe 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 is being sald or transferred, and the name of the Homeowners, the address 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 closing agreet for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any of the persons to persons the persons the persons to persons the persons to persons the person cassing agrees for the sale of tennister of is otherwise participating in the transaction, moneowhers authorized radius 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

6. SECURITY INTEREST

To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future appurtenances, improvements, and fixtures thereio. 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;

(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, liet, 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
- 3. 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 agreement without any penalty, cancellation fee or o her financial obligation by mailing a notice to Pacific. The notice must say that you do not want agreement without any penancy, cancendation record or armancial obligation by maning a notice to Facilie. The notice must say that you do not want the goods or services and must be mailed before 12:30 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, Ozegon 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 beg uning of performance of the contract before you give notice of cancellation, and (2) In the case of goods, the goods cannot be rearried 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 T	HEY HAVE RECEIVED A COPY OF THIS AGREEMENT.
PACIFIC POWER & LIGHT COMPANY	
	HOMEOWNERS
By Servin	1 And 1
	t salayanna / di Acanillo
STATE OKOREGON	
TAT CONCREGON TO THE STATE OF T	
County of Klamath.	220 0 . /
	.19.8/
Prinshally appeared the above-named Roxanra . Ke	
and acknowledge the foregoing instrument to be her	⊇nnison
	voluntary act and deed.
그는 스탠딩 보다는 경찰에 승리가 다리 연화를 보면	Bofore men
그는 그를 맞는 문 그런 호텔 이 모습니다. 그는 그를 이를 받은	
	De Do Dorage holas to
	Notary Public for Oregon
STATE OF OREGON	My Commission Expires: 3 7 85
County of Klamath	July 20,
County of Klamath	. 19 81
Persor ally appeared the above-named	
and acknowledged the foregoing instrument to be	
going instrument to be	voluntary act and deed.
그는 얼룩한 이렇고 바라고 나는 사고 살림을 받는 것	
	Before me:
· · · · · · · · · · · · · · · · · · ·	
	Notary Public for Oregon
그는 그랑하는데 수상회 리네 그는 나를 받는다.	My commission Expires:
그는 그렇게 하는 항속이 하고 된 하다루 걸리다	
PACIFIC POWER & LIGHT COMPANY / ATTENDED TO	DED RETURN TO:
Startus of Operon Communication of the Control of t	DED RETURN TO: RTY SECTION / 020 S.W. SIXTH AVENUE / PORTLAND, OR 97204
State of OREGON: COUNTY OF KLAMANN: ss.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
that the within instru	ment was received and filed for record on the
31 day of December A.D. 1902 or	:25 c'clock p M., and duly recorded in
	:25 C'clock p M., and duly recorded in
VolM 31 of Mtge on page 2221	EVELYN BIEHN
Fee \$ 8.00	SOUNTY SLEAK
- "ee 기를 ^{4.90} . 그래는 지나를 받는 일반을 일	By Six Me Office
	by the full Heputy