PACIFIC POWER Form 4107 1/79 OREC ON

### PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

7916

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

This agreeme	nt is made this11day ofSeptember	, 19 81 , between F	Pacific Power & Light Company ("Pacific")
1. Homeown	ers represent that they are the owners or contract ver oplewood Klamath Falls	dees of the property at:  Klamath	Oregon 97601
which is more part	icularly described as:		
Lot 81 in the	of MERRYMAN'S REPLAT OF County of Klamath State	VACATED PORTION of Oregon	OF OLD ORCHARD MANOR,
2. Pacific shall	d to as "the property." cause insulation and wentherization materials checompany Specifications.		to be installed in Homeowner's home pur-
☐ Storm W ☐ Storm Do ☐ Weathers ☐ Sliding E ☐ Ceiling I ﷺ Floor Ins ☒ Duct Ins ☒ (Moisture	indown: Install window(s) totalling appro ours: Install doors. strip doors. oors: Install doors. nsulation: Install insulation from an estimated exists sulation: Install insulation from an estimated existin ulation: Install duct insulation to an estimated R Parrier: Install moisture barrier in crawl space.	ing R- 20 to an estimated R-	38_, approximately1746_ sq. ft. 19_, approximately1372sq. ft.
Other: The cost of the i	Wrap exposed pipes Add clock thermostat ostalation described above, for which Homeowners	vill ultimately be responsible uno	ler this agreement, is \$ 1,058.00
3. LIMITEI Pacific shall o Pacific warrant standards. If inst	DWAERANTY PROVISION contract with an independent insulation and weather is that the insulation and weatherization materials valuation is not installed in a workmanlike manner,	zation contractor and will pay for all be installed in a workmanlike l'acific, at no expense to the Ho	work done as described above, manner consistent with prevailing industry meowners, will cause any deficiencies to be
Services Departing District Manager EXCEPT & WARR ANTIES. HOMEOWNER 90 DAYS FROM OR IMPLIED WPRESSLY DESSEQUENTIAL I	pletion of installation, Homeowners believe the vent, Pacific Power & Light Company, Public Build at their local Pacific Power & Light Company district their local Pacific Power & Light Company district their local Pacific Power & Light Company district the Warranties Expressly Des. All, Express AND IMPLIED WARRAS, WILL START UPON COMPLETION OF THE THAIT DATE, HOMEOWNERS REMEDIES INTERPRETATION OF THE THAIT DATE, NEGLIGENCE, STRICT LIABIC CRIBED HEREIN, AND IN NO EVENT SH. DAMAGES TO HOMEOWNERS OR ANYONE E.	ict office. CRIBLD AN THIS AGREEM NTHS ARE EXTENDED C E INSTALLATION OF THE H FOR ANY CLAIM, INCLUDIT ITY OR CONTRACT ARE I ALL PACIFIC BE RESPONSITISE.	IENT, PACIFIC MAKES NO OTHER ONLY TO AND LIMITED TO THE NSULATION, AND WILL TERMINATE NG BUT NOT LIMITED TO EXPRESS LIMITED TO THOSE REMEDIES EXBLE FOR ANY INCIDENTAL OR CON-
Some states do	ne states do not allow limitations on how long an imp o not allow the exclusion or limitation of incidental or	Tanscrinemma canadest as the as	
you. This warran Pacific cond upon average con use, it is not possi	ty gives you specific legal rights, and you may also he facts Home Energy Analyses at the request of its cust insumption patterns and typical local weather condition to precisely predict the savings that will accrue to the anticipated benefits of insulation and weatherizated weatherization materials provided for in this agreet	we other rights which vary from stoners to determine the cost-effections. However, because of the vary purioular individual. Therefo	ate to state.  veness of insulation and weatherization based  riability and uniqueness of individual energy  re, Pacific, by providing information in good  ment, does not warrant that the installation of

# 4. HOMEOWNERS OBLIGATION TO REPAY WOOF WOSS

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 temporations, 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 a sy time prior to the time payment is due.

#### 5. HOMEOWNERS' OBLIGATION TO NOTIFY

Homeowaers 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 clesing 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 ove to Homeowners.

## 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 thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur (11) the date on which any legal or equitable interest in any part of the property is transferred;

- (11) the date on which any legal or equitable interest in any part of the property is transferred;
  (21) the date on which any legal or equitably interest in any part of the property which does not exist as of the date of this agreement is created.
  (23) the date on which any action or suit is that to formulate or removes on the property or any part thereof for any mortisgue lies, indement or including without limitation any deed, lien, mortgage, judgment or land sale contract;

  (3) the date on which any action or suit is field to foreclose or recover on the property or any part thereof for any mortgage, lien, judgment or other construction and contribute 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 binding upon the suppose and assume of the nation. Homeowners shall not again this agreement without the 6. 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. parties
- 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 If this agreement was solucted at a place other than the others of Facilie, and you do not want the goods or services, you may cancel this agreement without any penalty, cancellation fee or oil or financial obligation by mailing a notice to Pacific. The notice must say that you do not want the model of the penalty of th agreement without any penalty, cancellation fee or oil or 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 request at Pacific to provide goods or services without delay because of an emergency and

However: You may not cancel if you have request at Pacific to provide goods or services without delay because of an emergency and 41. Pacific in good faith makes a substantial beginning of performance of the contract before you give notice of cancellation, and 42. 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 CO

PACIFIC POWER & LIGHT COMPANY  By  RO VEOR SERS  RO VEOR S	THAT	THEVE
STATE OF OREGON  County of Klamath  Personally appeared the above-named anti acknowle the foregoing instrument to be  Notinty Public for Oregon My Commission Expires: 11-2-8  County of Klamath  Personally appeared the above-named and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Notinty Public for Oregon My Commission Expires: 11-2-8  Notinty Public for O	PACIFIC POWER & LIGHT CON-	THAVE RECEIVED A CORY OF
STATE OF OREGON  County of Klamath  Personally appeared the above-named anti acknowle the foregoing instrument to be  STATE OF OREGON  STATE OF OREGON  STATE OF OREGON  Notar Public for Oregon My Comarission Expires: 11-2-8  County of Klamath  Personally appeared the above-named and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Notar Public for Oregon My Comarission Expires: 11-2-8  Notar Public for Oregon My Comarission Expires: 11-2-8  Notar Public for Oregon My commission Expires: 11-3-8  Notar Public for Oregon My c	LIOITI COMPANY	OF THIS AGREEMENT
STATE OF OREGON  County of Klamath  Personally appeared the above-named  Anili acknowledged the foregoing instrument to be  STATE OF OREGON  STATE OF OREGON  Notin: Pablic for Oregon  My Commission Expires:  Personally appeared the above-named  and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Notin: Pablic for Oregon  My Commission Expires:  Anily appeared the above-named  and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:		HOVEOWXERX ?
County of Klamath ss.  Personally appeared the above-named Banzy Wlamath voluntary act and deed.  Before me:  County of Klamath ss.  County of Klamath ss.  Personally appeared the above-named My Connaission Expires: 1-2-8  And acknowledged the foregoing instrument to be voluntary act and deed.  Before me:  Notary Public for Oregon My Connaission Expires: 1-2-8  And acknowledged the foregoing instrument to be voluntary act and deed.  Before me:	1 9 1 mil.	X NOTE OF THE PROPERTY OF THE
County of Klamath ss.  Personally appeared the above-named Banzy Wlamath voluntary act and deed.  Before me:  County of Klamath ss.  County of Klamath ss.  Personally appeared the above-named My Connaission Expires: 1-2-8  And acknowledged the foregoing instrument to be voluntary act and deed.  Before me:  Notary Public for Oregon My Connaission Expires: 1-2-8  And acknowledged the foregoing instrument to be voluntary act and deed.  Before me:		
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County of Klamath  Personally appeared the above-named  and acknowledged the foregoing instrument to be  Notary Public for Oregon My Commission Expires: 11-2-8  Personally appeared the above-named  and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Notary Public for Oregon My Commission Expires: 11-2-8		
Personally appeared the above-named  anti acknowledged the foregoing instrument to be  STATE OF OREGON  County of Kl. amath  Personally appeared the above-named  and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  STATE OF OREGON  Notary Public for Oregon  My Commission Expires: 11 . 19 8  Voluntary act and deed.  Before me:  Notary Public for Oregon  My commission Expires:  Notary Public for Oregon  My commission Expires:		
STATE OF OR EGON  STATE OF OR EGON  County of Klamath  Personally appeared the above-named and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Line 10 20 1 2 2 6 6  Notary Public for Oregon  My Commission Expires: 1 - 2 - 8 1  Line 11 2 6 7  Notary Publicator Oregon  Why Commission Expires: 1 - 2 - 8 1  Section 12 2 6 7  Notary Publicator Oregon  My Commission Favire  Notary Publicator Oregon	South of the call	X / A
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STATE OF OR EGON  STATE OF OR EGON  County of Klamath  Personally appeared the above-named and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Line 10 20 1 2 2 6 6  Notary Public for Oregon  My Commission Expires: 1 - 2 - 8 1  Line 11 2 6 7  Notary Publicator Oregon  Why Commission Expires: 1 - 2 - 8 1  Section 12 2 6 7  Notary Publicator Oregon  My Commission Favire  Notary Publicator Oregon	Personally appeared the above	.19.8
STATE OF OREGON  STATE OF OREGON  Notary Public for Oregon  My Comarission Expires: // 2 - 8 /  Personally appeared the above-named  and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Notary Public for Oregon  My Comarission Expires: // 2 - 8 /  And acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:	and acknowle ige the foregoing in a land	
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County of KI amath  Personally appeared the above-named  and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Notary Public for Oregon My commission Expires: // - 2 - 8/  Voluntary act and deed.	STATE OF OREGON	Notary Public for Orong
Personally appeared the above-named  and acknowledged the foregoing instrument to be  voluntary act and deed.  Before me:  Notary Public for Oregon My commission Figure 1	그 역 내는 사이 집에 바람이 그림에도 내는 데 다른 말라고 말	My Commission Expired
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Voluntary act and deed.  Before me:  Notary Public for Oregon My commission France		1.06 to
Voluntary act and deed.  Before me:  Notary Public for Oregon My commission France	Personali Personali	a fallantier // 5
Voluntary act and deed.  Before me:  Notary Public for Oregon My commission France	and released the above-named	
Notary Public for Oregon  My commission France	acknowledged the foregoing instrument to be	
Before me:  Notary Publisher Oregon My commission France	ти со Бе	Voluntary
Notary Public for Oregon  My commission France		act and deed.
Notary Public for Oregon  My commission France	그 이 그 이 그는 의사들이 흔들렸다. 그는 모수 보험 특별	
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And the state of t	그 하게 되는 그런 말이 함께 먹었다고까 고입을 했다.	
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Fig. 1. And the state of the st		Volary Public for Oregon
		My commissi in Expires:
PACIFIC POWER & LIGHT	PACIFIC POWER & LIGHT	
STATE OF ORECON. COMPANY ATTENTION DE L'ATTENTION D	STATE OF ORECOM: COMPANY ATTENTION OF	ED RETURN TO
I horeby	1 horshy	Y SECTION / 970 S W. COMM.
PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 020 S. W. SIXTH AVENUE / PORTLAND, OR 9790.  1 hereby certify that the within to	certify that the with.	SIXTH AVENUE / PORTLAND OF CO.

I hereby certify that the within instrument was received and filed for record on the day of December A.D., 1981 at 2:25 o'clock P M., and duly recorded in

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on page 22260

EVELYN BIEHN

JOUNTY CLERK