26.95

32

ò E

> 9 22 28

6

PACIFIC POWER & LIGHT COMPANY

Vol. M82-Pco 1694

Same the

PACIFIC POWEII Form 4107 1/79 OREGON INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

| INSULATION COST REPAYMENT AGREEMENT AND MORIOUS (LIMITED WARRANTY) | |
|--|-------------|
| IRSULATION WARRANTY) | |
| | |
| 이 그는 것이 집을 통하게 하는 것은 것이 같은 것이 같이 있는 것이 아이지 않는 것이 아이지 않는 것이 같이 있는 것이 같이 있는 것이 같이 가지 않는 것이 같이 가지 않는 것이 있는 것이 같이 하는 것이 같이 있는 것이 없는 것이 없 않는 것이 없는 것이 없 않는 것이 없는 것이 없 않이 없는 것이 없 않이 않이 않이 않이 않이 않이 않이 않이 없는 것이 없이 않이 | |
| - "你们,你们们没有,你们还是你说我的你的你?""你是你你是你你说是你们还是你会说你们没有你?""你们你们你们你们?""你们们是我们的你?""你们"。""你们 | |
| | |
| a de la companya de l | c"1 |
| the second state of the second state of the second state of the second state of the second state Denser & Light Company V Law | · · · |
| Sontember 19 81 between Pacific Power & Light Company ("Pac | ."). |
| | |
| This agreement is made this22 day ofSeptember, 1981, between 1 additional contract with the second contresecond contresecond contract with the second contract w | 2 C 1 |
| This agreement is made that they are the owners or contract vendees of the property at: and <u>Raymond A. Beard and Darlene M. Beard</u> and <u>Raymond A. Beard and B. Beard and B. Beard</u> and <u>Raymond A. Beard and B. Beard</u> and <u>Raymond A. Beard and B. Beard and B. Beard and <u>Raymond A. Beard</u> and <u>Raymond A. Beard and B. Beard</u> and <u>Raymond A. Beard and B. Beard</u> and <u>Raymond A. Beard and B. Beard and <u>Raymond A. Beard</u> and <u>Raymond A. Beard and B. Beard</u> and <u>Raymond A. Beard and B. Beard</u> and <u>Raymond A. Beard</u> and <u>Raymond A. Beard</u> and <u>Raymond </u></u></u> | 11_ |
| Paymond A. Beard and Bar or contract vendees of the property at. | odel |
| and <u>Ray Michael</u> Klamath (state) (at the second se | |
| and Klamath Falls (state) | |
| 1. Homeward (county) 3936 Coronodo Way (address) | * i . |
| 了。 <u>————————————————————————————————————</u> | - · |
| which is more particularly described as: | <u>.</u> Г. |
| which is more particularly described and the second state of the s | |
| which is more particularly described as: which is more particularly described as: ADDITION TO SUNSET VIILAGE, according to the offic | 1. |

plat thereof on file in the office of the County Clerk of Klamath and the second distance mailing to be the tes langes a balances and only a straight of the second second second second second second second second second

A PERSONAL PARTY AND A PERSONAL PROPERTY AND A PERSON AND A 2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home purhereinalter referred to as "the property."

the state of the state

2. Faculte shart company Specifications.

window(s) totalling approximately 90 sq. ft.

 □ Storm Doors: Install ______ doors.
□ Weatherstrip ______ doors.
□ Sliding Doors: Install _______ doors.
□ Sliding Doors: Install insulation from an estimated existing R. 19__ to an estimated R. 38_, approximately 2082_sq. ft.
□ SixFloor Insulation: Install insulation from an estimated existing R. 0______ to an estimated R. 19_, approximately 2082_sq. ft.
□ SixFloor Insulation: Install insulation from an estimated existing R. 0______ to an estimated R. 19_, approximately 2082_sq. ft.
□ SixFloor Insulation: Install insulation from an estimated R. 9_______ _. sq. ft.

Goors: Install

space. Also and a start of the start of the start of the

Moisture Barrier: Install moisture barrier in crawl space.

ByOther: 5 roof vents The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2,071.00

5. LIMITED WARMANT I I FRUTISION 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 standards. If 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 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.
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 HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS OR DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT HOME REMEDIES EX-90 DAYS FROM THAT DATE. NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX-90 DAYS FROM THAT DATE. NOGLIGENCE, STRICT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-SEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE.

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

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. 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 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 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 in good VOU use, it is not possible to precisely predict the savings that will accrue to any particular individual. I nerefore, tracinc, by 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 taun concerning the anticipated menetics of insulation and weatherization, or by entering into this agreement, does not warrant that i the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

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 within seven years of the detection of the insulation and weatherization within seven years of the detection of the insulation and weatherization within seven years of the detection of the insulation and weatherization within seven years of the detection of the insulation and weatherization within seven years of the detection of the insulation and weatherization within seven years of the detection of the insulation and weatherization within seven years of the insulation and weatherization within seven years of the detection of the insulation and weatherization within seven years of the insulation and weatherization within seve

teorporations, trusts, etc. I anali pay to rachic, without interest, the actual contract cost of the institution and wi date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due.

SHELD PERCONNEL WILLIE alog and the second second

o. HOMEOWINEINO COLLEGATION AND A REAL AND A tionneowners shall notify rachic 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 considerawhether it is voluntary or involuntary. Such notice shall be sent as soon as Homeowners know that there will be a sale or transfer for considera-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 tion, and not later inap 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 agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any of the persons to page and and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons closing agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized ractile 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 SCHOOL SEAL OWAGE OF THE SEAL OF T

owe to Homeowners.

PACIFIC POWER & LIGHT COMPANY 6. SECURITY INTEREST

To secure the Homeowners tobligations 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

1695

e following dates: 10A OTEOM GMA TMEMESSOA TMEMTADES T200 (1) the date on which any legal or equitable interest in any part of the property is transferred; THEN'S A THOM TO DE LICETALICE AND

- (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 agreen. at 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. C MI.

No druda co 2

Sec. Cal.

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. 5.2.

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 include 1. Statistics and

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 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 Pacific Power & Light Company, P.O. Box 728 : Klamath Falls, 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 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 ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.

PACIFIC POWER & LIGHT COMPANY HOMEOWNERS Estres (II) Estres (II) San con a ser (II) By Section? Pien. بنا^ت ^{با}لکار Attellie concernments for it is the second on the STATE OF OREGAN na, and enservices and ક્રોમ્ટ્રે and the second second second second second Klamath County of U E L S.S SYMMADEDA BARC ~ Petronally appeared the above-named Raymond A. Beard and acknowledge the toregoing instrument to be 10. his 7.41 voluntary act and deed. 12.3 Before me: and a line quinter constraint and a source of a source a standard weath and a superiodian and an otary Public for My Commission Expires: narriente Constant i parti tetter och konstant för som til U Balli Constant i startet och sodaraf i denlaristi och sod September 22 County of an Klamath and an anti- an anti- an anti- an anti- and an anti- attack of the antiastration of the state and and 81 19 57 . S functions to contactly an quantum to epiciterna at staroup, cit Gundshing data data Personally appeared the above-named Darlene M. Beard and acknowledged the foregoing instrument to be _ <u>her</u> voluntary act and deed. maine rather to a maintain all to ; 1 Martin Maria ambershi fermine mala milan anawaraha 11. yelohora adalah i ente trademental esta com interior construction calendaria forma atalate transforme meta ca Oregon My commission Expires: The set of the set of a set of a set of a set of the set the show we be a sub- to transfer the assistance. Will House and the particles and some channels will be WHEN RECORDED RETURN TO: 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 10 day of Feb. A.D., 1982 at 8:32 o'clock A_ M

of

Mtge

and duly recorded in Vol_M82

on page<u>1694</u> EVELYN BIEHN COUNTY CLERK Ik. Mu Deputy

FEE \$<u>8.00</u>