1351 PACIFIC POWER Form 4107 1/79

OREGON :

PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

(LIMITED WARRANTY)

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9038 This agreement is made this <u>15</u> day of <u>September</u>, 19 <u>81</u>, between Pacific Power & Light Company ("Pacific") Jay S. Morris and Sue B. Morris I. Homeowners represent that they are the owners or contract vendees of the property at: 97601 and Oregon Klamath Falls, Klamath (state) 1505 Pacific Terrace (address)

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Lot 9, Block 7, HILSIDE, in the City of Klamath Falls, County of Klamath and State of Scinck Stateda internet and an and a share and a subscription Oregon

ile and clarify her the atom is a with the second subject of the second 2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home purhereinafter referred to as "the property."

EXStorm Windows: Install 12 window(s) totalling approximately 142 sq. ft. suant to current Company Specifications.

L: Storm Doors: Install ______ doors. Weatherstrip ______doors. Sliding Doors: Install _______doors. SkxCeiling Insulation: Install insulation from an estimated existing R-_11_ to an estimated R- 38___, approximately _1200_ sq. ft. SkxCeiling Insulation: Install insulation from an estimated existing R-_4_ to an estimated R-_19_, approximately _700_ sq. ft. SkxFloor Insulation: Install insulation from an estimated existing R-_4_ to an estimated R-_19_, approximately _700_ sq. ft.

- Duct Insulation: Install duct insulation to an estimated R
- Duct Insulation: Install auct usuation in crawl space. ExOther: Wrap exposed water pipes

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 1,379.40

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above. racine snan contract with an independent institution 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 racine warrants that the insulation and weatherization materials will be instance in a workmannike manner consistent will prevaining 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. District Manager at their local Pacific Power & Light Company district office. District Manager at their local Pacific Power & Light Company district office. District Manager at their local Pacific Power & Light Company district office. District Manager at their local Pacific Power & Light Company district office. District Manager at their local Pacific Power & Light Company district office. District Manager at their local Pacific Power & Light Company district office. District Manager at their local Pacific Power & Light Company district office. District Manager at their local Pacific Power & Light Company district office. District Manager at their local Pacific Power & Light Company district office. WARRANTIES. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE MOMEOWNERS, 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 THOSE REMEDIES EX-90 OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX-91 OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO ANY INCIDENTAL OR CON-92 PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-93 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. Pacific conducts Home Energy Analyses at the request of its customers to determine the cost-effectiveness of insulation and weatherization based racuic conducts nome 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 you.

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 use, it is not possible to precisely predict the savings that will accure to any particular individual. Aneretore, I actual, by providing intermediation and weatherization, or by entering into this agreement, does not warrant that the installation of faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of the saving of more or electrical consumption 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. # 01062 Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization individual noneowners (natural persons) shall pay to racilic, 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 prior to the sale or transfer for consideration of any legal or equilable interest in any part of the property. riomcowners 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.

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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. nomeowners shall noticy racine in writing of the safe or transfer for consideration of any legit in contraster 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 considerawneuter it is voluntary or involuntary. Such notice shall be sent as soon as moneowners know that there will be a safe or transfer for considera-tion, and not later than one week before the expected safe 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 safe 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 nav 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 Facult 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

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1000 PACIFIC POWER & LIGHT COMPANY

O. SEAURILY 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 OS SECURITY INTEREST

of the following dates:

- e following dates: 202 STROAL GIAL THE MESSION THEAT A THE TROAL (1) the date on which any legal or equitable interest in any part of the property is transferred;
- the date on which any legal or equitable interest in any part of the property is transferred;
 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;
 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.

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by . A LOT ALS 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 o. Each monetownet who signs this agreement shall be individually and jointy responsible for performing the obligations of monetowners in this agreement shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without the

9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the written consent of Pacific.

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 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 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.

HOMEOWNERS PACIFIC POWER & LIGHT COMPANY Bv A HILLER STATES al a particular of STATE OF OREGON wanter in the mathematical in the .). SS. Land and a state of a state County of Klamath an church an the X 10 y Ci Ressonally appeared the above-named Jay S Morris his voluntary act and deed. and acknowledge the foregoing instrument to be ____ - सम्बद्ध 每回 由田田田田 Anre me lublic and the second second states and for Oregon بروجا فتجرد والمتحره My Commission Expires: . . S. Brennes 19_81 (jung) his erectoriel STATE OF OREGON 7 September Andrewski ist County of 3Klamath Section 2 de vit shirthe data want data ୍କର Rersonally appeared the above-named Sue B. Morris _ voluntary act and deed. and acknowledged the foregoing instrument to be _____ Section and and and in the life of the state of the second second Bef me: 1 Mar nothing him the open space and the state 1.00 at the main same with the sec forO My commission Exp with the second state of the second of the PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204 WHEN RECORDED RETURN TO: I hereby certify that the within instrument was received and filed for record on the A.D., 1982at 8:32 o'clock A M., and duly recorded in

10_day of FEb. _____on page____1720___ Mtge Vol M 826f

Fee \$ 8.00 ·

SACE STREET, SALES

EVELYN BIEHN COUNTY CLEAK Muin - deputy