PACIFIC POWER & LIGHT COMPANY WEATHERIZATION PROGRAM

PACIFIC POWER Form 4107 1[79 OREGON

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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

Vol. 1187-Pager 2873

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	at ar 81 howen Paul	ific Power & Light Company ("Pacific")
This agreement is made this <u>9th</u> day of <u>Oct</u>	ober 19, between Pac	("Homeowners").
This agreement is made this <u>9th</u> day of <u>00000000000000000000000000000000000</u>	Laine ware of the property al:	Gragon 97601
d <u>Eric Lee Walters and Lerry E</u> Homeowners represent that they are the owners or contrac I. Homeowners represent that they are the owners or contrac	Klamath	()regon 97001 (atate) tzip codet
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ich is more particularly described as:	11월96年39월 북한 철왕은 이상에 가장되었다. 가장 일상: 11월 11월 11월 11일 -	
$\cdot \cdot $	21년 동일 바람이 안 다 바라 가지? 이	
See exhibit "A" attached hereto:		
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경험 출장 것 같아요. 전 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 1		
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ereinuiter referred to as "the property." 2. Facilic shall cause insulation and weatherization material	非常的 같은 말한 것이 같은 것이 없는 것이 같이 많이 많이 많이 많이 많이 했다.	Hamourper's home pur-
reinufter referred to as "the property."	hashed below (subject to notations) t	o be installed in Homeowier of the
reiniliter reserved to the insulation and weatherization material	IS CRECKED DENIE	
2. Factic shall cause in Specifications.	approximately sq. ft.	i i i i i i i i i i i i i i i i i i i
TO Champ Windows: Instant	approximite-y	
Storm Doors: Install doors.	말 잘 잘 알 수 있는 것 같아. 이 것 같아.	1/10
1] Weatherstrip doors.	10 structured Ba	38 approximately 1412 sq. ft. 3
 Storm Doors: Install doors. Weatherstrip doors. Sliding Doors: Install doors. Sliding Doors: Install insulation from in estimated Ceiling Insulation: Install insulation from en estimated Floor Insulation: Install duct insulation to an estimated Duct Insulation: Install duct insulation in to an estimated 	si existing R. 19 to an estimated R.	19_, approximately _1418 sq. n. 106
XX Ceiling Insulation: Install insulation from an estimated	existing R to an estimated of	1.1
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Duct Insulation: Install duct insulation to in Carlos Duct Insulation: Install moisture barrier in crawl sp Dil Moisture Barrier: Install moisture barrier in crawl sp	ace.	845,50
101 Moisture Barrier. Manager Pipes	12월 12일 4월 4월 12일 12일 1일 - 영국 12일 12일 12일 12일	015-00
X Other: WIAP EXPOSED F-1		tor this agreement, is \$
CR Other: Wrap exposed pipes	owners will ultimately be responsible und	IEI IIIIa aBran
The cost of the installation described above, for which restricts 3. LIMITED WARRANTY PROVISION Pacific shall contract with an independent insulation and weather zation ma	일 같은 것 같은 것 같은 것 같이 많이 많이 많이 많이 많이 많이 했다.	time and described above.
T INSTEED WARRANTY PROVISION	metherization contractor and will pay for	work done as described in prevailing industry
3. Linki i Line on tract with an independent insulation and w	terials will be installed in a workmanike	manuel contained any deficiencies to be
The cost of the instant the instant of the instant	nanner, Pacific, at no expense to the Ho	lifeonnerot
3. LIMITED WARRANTY PROVIDED Pacific shall contract with an independent insulation and y Pricific warrants that the insulation and weather zation ma standards. If installation is not installed in a work manlike n corrected. If upon completion of installation, Homeowners believ If upon completion of installation, Homeowners believed.		must contact the Manager. Weatherization
corrected.	ve the work is deficient. Homeowners	must condition 97204, (503) 243-1122, or the
standards. If installation is not installation, Homeowners believed. If upon completion of installation, Homeowners believed. Services Department, Pacific Power & Light Company, Pub Services Department, Pacific Power & Light Company, Pub	lic Building, 920 S.W. Sixth Avenue, Po	Manat or 19
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PRESSLY DESCRIBED INAMED IN AN	a a losts so the above	limitation may not apply to you.
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NOTE: Some states do not another or limit tion of inc	idental or consequential damage	
Some states do not allow the exclusion or limit non of ne yeu. This warranty gives you specific legal rights, and you m Pacific conducts Home Energy Analyses at the request Pacific conducts Home Energy Analyses at the request Pacific conducts Home Energy Analyses at the request Pacific conducts of the pace of the pac	ay also have other rights which vary from	state to state.
you. This warranty gives you specific legal rights, and you m	of its customers to determine the cost-elle	variability and uniqueness of individual energy
yeu. This warranty gives you specific legal rights, and you m Pacific conducts Home Energy Analyses at the request upon average consumption patterns and typical local weat upon average consumption patterns and typical local weat	her conditions. However, because of the	fore. Pacific, by providing information in go
upon average consumption patterns and typicer to that will	accrue to any particular individual. The	eement, does not warrant that the instantion
This warranty gives you specific legal rights, and yours Pacific conducts Home Energy Analyses at the request upon average consumption patterns and typical local weat use, it is not possible to precisely predict the savin is that will faith concerning the anticipated benefits of insulation and we full concerning the anticipated benefits of insulation and we	reatherization, or by entering interings of mo	mey or electrical consumption.
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the insulation and		
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A HOMEOWNERS' OBLIGATION TO REPAT	W. U. La - interest, the actual or	ontract cost of the insulation and returnal pers
4. HOMEOWNERS' OBLIGATION TO REPAY Individual Homeowners (natural persons) shall pay individual et transfer for consideration of any legal	to Pacific, without interest in any part of the p	roperty. Homeowners only thin seven years of
4. HOMEOWNERS' OBLIGATION TO REPAY Individual Homeowners (natural persons) shall pay prior to the sale or transfer for consideration of any legal prior to the sale or transfer for consideration of any legal	terest, the actual contract cost of the insul	ation and when the state of the

date of this agreement. Homeowners may pay such cost to Pacific at any time prio

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. riomeowners shall noticy ractile 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 of the property of the sale or transfer for consideration of the property of the sale or transfer for consideration of the property of the property of the sale or transfer for consideration of the property of th whether it is voluntary or involuttary. Such notice shall be sent as sixin as riomeowners 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 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 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 so named and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons are to be a such person to be persons to pay Pacific any obligations owing under this agreement from any monies which such persons are to be persons.

owe to Homeowners.

2385 6. SECURITY IN TEREST The man a share the second

of the following dates:

To secure the Honicowners' obligations herein. Homeowners hereby mortgage to Pacific the property, together with all prevent 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 (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 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 forcelose or recover on the property or any part thereof for any mortgage, lien, judgment or the date on which any action or sun is men to foreclose or recover on the property or any part thereof for any a 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

o. Each rioneowner yno aigns uns agreement snan oe mutviouuny and jonny responsing or performing the obugations of momeowners in ons agreement. This agreement shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without the 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' HIGHT 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, cancenation tee or other mancial obligation by making a notice to rachic. The notice must say that you do not want the goods or services and mult 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 Contrany, P.O. Box 728 Klamath Falls, Oregon 97601 However: You may not cancel if you have requested Pacific to provide goods or services & thout delay because of an emergency and nowever: i ou may not cance u you nave requestion racine to provide goods or services by those delay because of an emergency a (1) Pacific in good faith nakes a substantial beginning of performance of the contract before you give notice of cancellation, and (a) that is a substantial beginning of performance of the contract before you give notice of cancellation, and

 reactive in good tattin makes a substantial beginning of performance of the contract before you give notice of cancellation, and
 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 cance llation form for an explanation of this right.

11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. PACIFIC POWER & LIGHT COMPANY HOMEOWNERS STATE OF OREGON and in 0 County of Klamath tes Y 10-12 . 19.21 Personally appeared the above manued Eric Lee Walters and acknowledge the foregoing instrument to be H15 voluntary act and deed. 37.14 Seland Aller Aller Keforenne Notary Public for Oregon STATE OF OREGON My Commission Expires: э. ah Ga 9 1. County of Klamath Personally appeared the above-named _ and acknowledged the foregoing instrument to be Her Terry Elaine Walters voluntary act and deed.

cde 19 Notary Public for Oregon My commission Expires:

始一些不能的能 PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND, OR 97204

A tract of land situated in Tract 22, GIENGER'S HOME TRACTS, a duly recorded subdivision, more particularly described as follows:

Exhibit "A"

Beginning at a point on the Northerly right of way line of Hilyard Avenue, said point situated South 89° 30' West (South 89° 55' West by plat) 165.00 feet from the Southeast corner of said Tract 22; thence North 00° 30' West 225.05 feet to the Southwesterly right of way line of the WeyCo Railroad (formerly 0.C. & E. Railroad), said line also being the Northerly line of said Tract 22; thence South 67° 00' Kast (South 67° 15' East by plat) 87.24 feet; thence South 00° 30' East 190.26 feet; thence South 89° 30' West (South 89°55' West by plat) 80.00 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record cit request of

this <u>a</u> day of <u>March</u> A. D. 19<u>82</u> at <u>9:05</u> clock A Ma. C

Enz : Terry Watters Klamath Falls, Oregon

EVELYN BIEHN, County flork

duly recorded in Vol. M B2, of Mt.ge on Paje _287.3

Fee \$12.00