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PACIFIC POWER Form 4107 1/79 OREGON

# PACIFIC FOWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

12188

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

		wer & Light Company ("Pacific )
	, 1982, between Pacific Pov	("Homeowners").
day of		97601
Marian R. Barrer or contract venue	of the property at.  Klamath	Oregon 97801
I. Homeowners represent that they are the owners that I. Homeowners represent that they are the owners that I have been bridge Klamath Falls	(county)	
630 Lakeons	$\frac{1}{2} \left( \frac{1}{2} + 1$	
		•
which is more particularly described as:		•
See exhibit "A" attached hereto:		
Dec Jane		
	: اما مدور و	installed in Homeowner's home pur-
hereinafter referred to as "the property."  2. Pacific shall cause insulation and weatherization materials checked  2. Pacific shall cause insulations and weatherization materials checked	ed below (subject to notations) to be	
hereinafter referred to as "the property."	and the second s	
2. Pacific shall cause insulation and weathers. suant to current Company Specifications. suant to current Company Specifications. window(s) totalling approximately.	matelysq. IL.	
Storm Windows: Install Windows		
Corm Windows, and Joons		approximately 1368 sq. ft.
Storm Windows: Install doors.  Storm Doors: Install doors.  Weatherstrip doors.  Sliding Doors: Install doors.  Ceiling Insulation: Install insulation from an estimated existing the story of the s	ng R11_ to an estimated R38	, approximately 848 sq. it.
Sliding Doors: Install tools from an estimated existi	R0_ to an estimated R- 19-	£.
XX Ceiling Insulation: Install insulation from an estimated existin	- Company of the second of the	- 40 63
MA Floor and Install duct insulation		(Add of ·
☐ Duct Insulation: Install duct insulation to an estimate ☐ Duct Insulation: Install moisture barrier in crawl space. ☐ Moisture Barrier: Install moisture pipes		Lear MI
B Other Wrap exposed water pipes	المستور يمير	his agreement, is \$
Duct Insulation: Install moisture barrier in crawl spaces  Moisture Barrier: Install moisture barrier in crawl spaces  Ext Other: Wrap exposed water pipes  The cost of the installation described above, for which Homeowners  I IMITED WARRANTY PROVISION	will ultimately be responsible under t	-
The cost of the installation described above, for which Homeowners  3. LIMITED WARRANTY PROVISION  Pacific shall contract with an independent insulation and weather and weatherization materials were applied to the contract with an independent insulation and weatherization materials were applied to the contract with the insulation and weatherization materials were applied to the contract with the contract		done as described above.
The cost of the installation described PROVISION	ization contractor and will pay for wor.	nner consistent with prevailing industry
D. Davier	will be momen	UM tierat
Decific shall contract with an independent interest on materials	Pacific, at no expense to the Homeo	Owners,
The cost of the installation described above, for which Homeower and Standards. LIMITED WARRANTY PROVISION  2. LIMITED WARRANTY PROVISION  Pacific shall contract with an independent insulation and weather and pacific warrants that the insulation and weatherization materials was tandards. If installation is not installed in a workmanlike manner, corrected.  If upon completion of installation, Homeowners believe the parameter, Pacific Power & Light Company, Public Builty of the Pacific Power & Light Company dis	اهفيمت مسيسان فوسان	it contact the Manager, Weatherization
standards. A second the standards helieve the	work is delicient, 120My Portlan	and, Oregon 912011
corrected.	ilding, 920 S. W. Sixter	DACIFIC MAKES NO UTHER
Gervices Department, Pacific Power & Light Company, Public Bui Services Department, Pacific Power & Light Company, Public Bui District Manager at their local Pacific Power & Light Company dis District Manager at their local Pacific Power & Light Company dis District Manager at their local Pacific Power & Light Company dis Pacific Power & Light Company district Power & Light Company, Public Building District Power & Light Company district Power & Light	script in THIS AGREEME	LY TO AND LIMITED TO THE
Services Department at their local Pacific Power SEXPRESSLY DE	ESCRIBED ARE EXTENDED ON	ATION AND WILL TERMINA
DISTRICT FOR THE WARRANTIDO IMPLIED WARR	TANTIES ALLATION OF THE INS	DUT NOT LIMITED TO EXTRE
WARRANTIES. ALL EXPRESS AND INDECTION OF THOMEOWNERS, WILL START UPON COMPLETION OF THOMEOWNERS, REMEDIES OF DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIAIN OR IMPLIED WARRANTIES, AND IN NO EVENT SPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SPRESSLY DAMAGES TO HOMEOWNERS OR ANYONE OF THE WARRANTIES.	FOR ANY CLAIM, INCLUDING	MITED TO THUSE REMEDIA
HOMEOWNERS, WILL DATE, HOMEOWNERS REMEDIE	BILITY OR CUNTRACT AND DE	LE FUR ANT INCIDENTALE
WARRANTIES, NEW IN NO EVENT S	DAUD	
OR IMPLIED WARRANTIES, AND IN NO EVENT S PRESSLY DESCRIBED HEREIN, AND IN NO EVENT S EQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE SEQUENTIAL DAMAGES TO HOMEOWNERS ON how long an in	e else.	itation may not apply to you.
SEQUENTIAL DAMAGES TO HUMEOWINDERS	mplied warranty lasts, so the above lin	we limitations or exclusion may not apply
SEQUELT 22 on how long an II	implied warrentiel damages, so the abo	OAC HIMAN
NOTE: Some states to how and allow the exclusion or limitation of incidents	the which very from sta	ate to state.
Some states do not may als	so have other rights the cost-effective	iveness of insurance of individual ene
NOTE: Some states do not allow limitations of incidenta Some states do not allow the exclusion or limitation of incidenta you.  This warranty gives you specific legal rights, and you may als Pacific conducts Home Energy Analyses at the request of its upon average consumption patterns and typical local weather co upon average consumption patterns and typical local weather co use, it is not possible to precisely predict the savings that will accru the energy in the anticipated benefits of insulation and weather	customers to determine the control the var	Pacific, by providing information in a
This warranty gives you specific legal rights, the request of its or Pacific conducts Home Energy Analyses at the request of its or upon average consumption patterns and typical local weather couse, it is not possible to precisely predict the savings that will accrude it is not possible to precisely predict the savings that will accrude faith concerning the anticipated benefits of insulation and weather its insulation and weatherization materials provided for in this approach.	a to any particular individual. Therefor	ment, does not warrant that the installation
Pacific conducts from patterns and typical local weather upon average consumption patterns and typical local weather use, it is not possible to precisely predict the savings that will accrue use, it is not possible to precisely predict the savings that will accrue use, it is not possible to precisely predict the savings that will accrue use, it is not possible to precisely predict the savings and weatherization materials provided for in this at the insulation and weatherization materials provided for in this at	rization, or by entering into this agree.	y or electrical consumption.
use, it is not possible to precisely predict and authorities and weather	greement will result in savings of mone	<del>-,</del>
faith concerning the anticipated beneates brovided for in this a	igreement day	
the insulation and weatherization masses.	11 - 11 - 1	مئيد فر
4. HOMEOWNERS' OBLIGATION TO REPAY  4. HOMEOWNERS' OBLIGATION TO REPAY  4. Homeowners (natural persons) shall pay to Pa  Individual Homeowners (natural persons) shall pay to Pa  Individual Homeowners (natural persons) without interest.	1.0. # 01101	tract cost of the insulation and weathern
4. HOMEOWNERS' OBLIGATION TO REPAY W  Individual Homeowners (natural persons) shall pay to Pa  Individual Ho	cific, without interest, the actual con	perty. Homeowners other than natural p
4. HUMEOUT (natural persons) shall pay to Po	mitable interest in any part of the pro-	ion and weatherization within seven year
Individual Homeowners (inconsideration of any legal or	the actual contract cost of the misutat	nt is due.

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 to the sale or transfer for consideration of any legal or equitable interest in any part of the insulation and contract the natural persons. 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 decorporations, trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization within seven years of the details of this opposite. Homeowners may pay such out to Pacific at any time prior to the time navment is thus teorporations, trusts, etc.) snan pay to racine, without interest, the actual contract cost of the insulation and with date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due.

5. HUMEUWILERS UBLIGATION 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.

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The notice must include the name of the Homeowners the address of the sale or transfer. The notice must include the name of the Homeowners the address of the sale or transfer. whether it is voluntary or involuntary. Duen 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 name of 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 agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any of the person so named and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which such persons to pay Pacific any obligations owing under this agreement from any monies which are properties and the person of the per owe to Homeowners.

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

(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,

(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 o. Dater fromcowner who signs this agreement shall be minimum or many and jointly responsible for performing the congations of fromcowners in this agreement. 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 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 was sometica at a piace other than the offices of racine, and you do not want the goods or services, you may cancer 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 agreement without any penaity, cancellation see or other manical obligation by mailing a notice to Facult. 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 (1) Facing in good takin 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.

Dicercan	THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.
PACIFIC POWER & LIGHT COMPANY	THIS AGREEMENT.
By	HOMEOWNERS
The Same	* Marian R. Ziegler
STATE OF OREGON	
88.	
Countrol Klamath	Jan 7, 1982
Parsonally appeared the above named Marian R. Z	fooles
and acknowledge the foregoing instrument to be her	TERTEL
Manual Commence of the Commenc	voluntary act and deed.
a	p.//
	Bette me:
	Notary Public for Oregon Dandall
STATE OF OREGON	My Commission Expires: 3-4-85
98.	
County of Klamath	January 7
Dames II	. 19_82
Personally appeared the above-namedand acknowledged the foregoing instance.	
and acknowledged the foregoing instrument to be	
	voluntary act and deed.
	Before me:
	actore me;
	Notary Public for Oregon
	My commission Expires:
PACIFIC POWER & LIGHT CO. WHEN RECOR	DED Drimer

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### EXHIBIT "A"

A piece or parcel of land situate in Lot 3, Section 30, Township 38, South, Range 9 E.W.M., an unplatted portion of Klamath Falls, Klamath County, Oregon, and more particularly described as follows:

Beginning at the chiseled cross on a large rock established by Frank Z. Howard, in February 1948, as the Southwest corner of that portion of Lot 3, Section 30, Township 38 South, Range 9 E.W.M., conveyed on pages 203 and 205, Volume 185, Deed Records of Klamath County, Oregon; thence East along the southerly boundary of said portion of Lot 3 a distance of 246.7 feet to an iron pipe and the true point of beginning of this description; thence North 160.00 feet to an iron pipe; thence East 73.8 feet to an iron pipe on the Westerly boundary of the right-of-way or easement of the California Oregon Power Company over and across the said Lot 3; thence South 25.27-3/4' East along the said Westerly boundary of said right-of-way or easement 177.2 feet to an iron pipe on the southerly boundary of the said portion of Lot 3; thence West along the said southerly boundary 150.0 feet, more or less, to the true point of beginning subject to all rights-of-way or easements of records or apparent on the premises.

> STATE OF OREGON; COUNTY OF KLAMATH; ss. Filed for record 12:08 this 27 day of May A. J. 19 22 at o'clock P'M

duly recorded in Vol. M 82, of Mtge

\_on a : \_6694

Fee \$12.00

EVELYN BIEHN, COURTY JOEK