PACIFIC POWER Form 4107 1/79 **CREGON**

PACIFIC POWER & LIGHT COMPANY YOUNG Page 10593

14606

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

This agreement is made this 4 day of January	
and Maurice J. 0'Keefe I. Homeowners represent the state of January 19 82, between Pagific P.	
I. Homeowners represent that they are the owners or contract vendees of the property at: which is more active.	d Light Company ("Pacific")
Klamath	("Homeowners").
	regon 97633
THE NANNA OF SECTION 1, TOWNSHIP 41 SOUTH, RANGE 10 FAST OF THE	

SECTION 1, TOWNSHIP 41 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN.

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		LIVERST OF THE WILLAMETTE MERIDIAN
		ILITE MERIDIAN
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	the contract of the contract o	
	bereinnfer	
	marter referred to as "the new	
	hereinafter referred to as "the property."	
	suant to current Company Specifications. KKStorm Wind.	
	saam to current Company Species and Weatherization materials	
	System W. Party Specifications.	checked below (gubines)
	President Windows: Install	(subject to notations) to be
	Storm Doors: Install window(s) totalling	to be installed in Homeowers
	Westbarren doors doors	checked below (subject to notations) to be installed in Homeowner's home pur-
	Core doors	sq. ft.
	Silding Doors: Install	
	EXStorm Windows: Install 17 window(s) totalling appears to Siding Doors: Install 1 doors. Siding Doors: Install 0 doors. Excelling Insulation: Install insulations.	
	XKFloor Insulation: Install insulation from an	sting R- 0 to an estimated R- 38, approximately 609 sq. ft. to an estimated R- 19, approximately 1269 sq. ft.
•	Tool Insulation: Install insulation from an estimated evi	etina B
	Duct Insulation: Install insulation from an estimated	String R- U to an estimate the
	KKMoisture Barrier, Install duct insulation to an estimated exist	ing R- 0
	Barner: Install moisture barneted R	to an estimated R. 10 similarly 600 so to
-	EXOther: Knee wall a barrier in crawl space.	appreximately 1260 at it.
	The wall insulation to page	7 1203 sq. 1t.
•-	Insulate Interest to R-19	(220 a
	The cost of all exposed water	(320 Sq. Ft.) / - :-
	water pipes	(328 Sq. Ft.) 4 Roof vents - 9 Soffit vents Replace 2 broken panes. Window Caulking will ultimately be responsible under this agreement, is \$ 3.028.64
C.	3 I Tangeres above, for which H	Replace 2 by Soffie was
	J. LIMITED WARRANTY BROWNERS	will ultimately 1 2 bloken panes 11. The vents
	Pacific shall contain I PROVISION	window Caulta
4	Pacific and contract with an independent	ander this agreement, is \$ 3 020 KINS
	attack warrants that the inquisition and weather	2,020,64
	against and seatherization material and weatherization material	cation contractor and will
~c	corrected. s not installed in a works and insterials w	ill be installed in will play for work done as done it
	Pacific shall contract with an independent insulation and weathering a standards. If installation is not installed in a workmanlike manner, I was a support of the standards of the standards of the standards. If installation is not installed in a workmanlike manner, I was a support of the standards of the standards.	Pacific and a workmanlike manner as described above.

Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevaiing moustry standards. If installation is not installed in a workmanlike manner, Pacific, at no expense to the Homeowners, will cause any deficiencies to be

If upon completion of installation, Homeowners believe the work is deficient, Homeowners must contact the Manager, Weatherization II upon completion of installation, Homeowners believe the work is deticient, 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.

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 OF DAMES DEMEDIES FOR ANY CLAIM INCLUDING DIE NOT LIMITED TO EXPRESS HOMEOWNERS, 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 EXPRESS OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THOSE PROPERTY OF CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THE PROPERTY OF CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THE PROPERTY OF CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THE PROPERTY OF CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THE PROPERTY OF CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THE PROPERTY OF CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THE PROPERTY OF CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THE PROPERTY OF CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSED TO THE PROPERTY OF CONTRACT ARE LIMITED TO THOSE PROPERTY OF CONTRAC PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-

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 legel 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 upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy upon everage 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 accuse to any particular motivious. A deterore, a scale, by provious misconstantial faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of tain concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the insulation and weatherization materials provided for in this agreement will result in cavings of money or electrical consumption.

4. HOMEOWNERS' OBLIGATION TO REPAY

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization individual from convers in atural persons) shall pay to racine, without interest, the actual contract cost of the insulation and weather racine 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 equitable interest in any part of the property. Itomeowners other man 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 ecorporations, trusts, etc.) snan pay to Facilic, without interest, the actual contract cust of the insulation and w date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due. 5. HOMEOWNERS OBLIGATION 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. 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 consideramisture it is voluntary or involuntary. Such doubte shall be sent as soon as fromcowners 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 con, and not later than one week before the expected sale or transferr, and notice must menue the name of the person to whom the property is being sold or transferred, and the name of rny person or company who is acting as a property. projectly, the name of the person to whom the property is being some of transferred, and the name of the person of 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



To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future untenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur 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 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, indement on 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 nart 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 agreement shall be binding upon the successors and essions of the parties. Homeowners shall not assign this agreement without the 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
- 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 ement without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must say that you do not want 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: 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 be 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 requested Pacific to provide goods or services without delay because of an emergency and 11 Pacific in good foith makes a substantial haginning of performance of the contract before you give notice of cancellation, and

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 HA

PACIDIO	TOTAL THAT	mrs- right.	this transaction. See the
PACIFIC POWER & LIGH	TOME	THEY HAVE RECEIVED	See the
By_	0 () ()	OET AET	D A COPY OF THIS AGREEMENT.
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STATE OF		Junuary	14
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