PACIFIC POWER & LIGHT COMPANY
WEATHERIZATION PROGRAM 101 MSV 1030 1274:

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

| This case is a second of the s | ARRANTY) I Proposition of the Comment of the Commen | The New Section |
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| This agreement is made this 8 day of April | | ologia pagalah Merendangan Merendah salah pa |
| 1. Homeowners represent that they are the owners or contract vendees 1400 California Klamath Falls | , 19 82 , between Pacific Power & Light | Company (117) |
| 1400 California Klamath Falls | of the property at: | _ ("Homeowners"). |
| which is more particularly described as: | Klama+h | |
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| Lot 7 in Block to the city of Klamat, | III P | (zip code) |
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| whe city of Klanat | 1 Inno Ou | Moulion |
| | c laws, Wegos | |
| | | And the state of t |
| hereinafter referred to as "the property." 2. Pacific shall cause insulation and weatherization materials checked belought to current Company Specifications | The set and want as in a con- | Maria de la composición dela composición de la composición de la composición de la composición dela composición dela composición dela composición de la composición dela composición dela composición del composición dela |
| 2. Pacific shall cause insulation and weatherization materials checked belsuant to current Company Specifications. SK Storm Windows: Install 11 window(s) totalling approximately doors. | | |
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| zaractic shall cause insulation and weatherization materials checked belsuant to current Company Specifications. SK Storm Windows: Install 11 window(s) totalling approximately doors. Weatherstrip doors. Sliding Doors: Install doors. | to notations) to be installed in Homeo | Wner's h |
| Weatherstrip doorsdoors. | 155 sq. ft. | a nome pur- |
| Sorm Windows: Install 11 window(s) totalling approximately ☐ Storm Doors: Install doors. ☐ Sliding Doors: Install doors. ☐ Stiding Doors: Install doors. | Part of the state | |
| □ Weatherstrip doors. □ Sliding Doors: Install doors. □ Sliding Doors: Install doors. □ Sliding Doors: Install doors. □ Sk Ceiling Insulation: Install insulation from an estimated existing R. Ex Floor Insulation: Install insulation from an estimated existing R. Ex Moisture Barrier: Install duct insulation to an estimated R □ Ex Moisture Barrier: Install moisture barrier in crawl space. □ Sk Other: Wrap exposed water pipes | | |
| XX Duct Insulation: Install insulation from an estimated existing R- | 9 to an estimated D 39 | Marian A. |
| Ex Moisture Barrier: Install duct insulation to an estimated R Q | to an estimated R- 19 approximately 1 | 122 so. ft 30 V |
| fkOther: Wrap exposed water pipes | - approximately1 | 122sq. ft. |
| Install 3 roof vents | Transacti de la company de | <i>y y</i> |
| The cost of the installation described at | | 1-11,30 |
| Install 3 roof vents The cost of the installation described above, for which Homeowners will ultima 3. LIMITED WARRANTY PROVISION Pacific shall contract with an independent insulation and weathers. | tely be | 548. |
| Pacific shall contract with an ind- | be responsible under this agreement, is \$-1 | 72.70- //. W |
| Pacific warrants that the insulation and weatherization conti | goton 11 m | IN W' |
| Pacific shall contract with an independent insulation and weatherization contract and the insulation and weatherization materials will be installed in a workmanlike manner, Pacific at treeted. | led in a workmenlike | , (r) |
| Pacific warrants that the insulation and weatherization contract with an independent insulation and weatherization contract and arguments. If installation is not installed in a workmanlike manner, Pacific, at a Lift upon completion of installation. However, | to expense to the Homeowners will | ailing industry |
| andards. If installation is not installed in a workmanlike manner, Pacific, at a rected. If upon completion of installation, Homeowners believe the work is defined a vorkmanlike manner, Pacific at a rected. | the cause any def | iciencies to be |

COTTRECTED.

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, 1503) 243-1122, or the 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 THER HOMEOWNERS, WILL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND LIMITED TO THE OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES POR ANY INCLUDING BUT NOT LIMITED TO EXPRESS 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. Anis 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-enectiveness of insulation and weatherization based 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 the provided in the installation and weatherization or by antering into this paragraph does not warrant that the installation of use, it is not possible to precisely predict the savings that will accrue to any particular individual. A neretore, if actic, my 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 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 savings of money or electrical consumption. Ican Males

4. HOMEOWNERS OBLIGATION TO REPAY WOF#01/37

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 and weatherization within seven years of the

5. HOMEOWNERS' OBLIGATION TO NOTIFY

W.

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, Homeowners shall notify Pacific in writing of the sale or transfer for consideration of any legal or equitable interest in any part of the 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 and not be a sale or transfer for consideration of the Homeowners in the address of the Homeowners of whether it is voluntary or involuntary. Such notice shall be sent as soon as riomeowners know that there will be a safe 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 tion, and not tater than one week before the expected sale or transfer. The notice must include 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 company and authorized and direct such paragraphs to now Pacific any obligations away under this agreement from any person or contact any of the persons cosing agent for the sale or transfer or is otherwise participating in the transaction, atomicowners administrate a define to contact any or 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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pacific rewer a light company SECURITY 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 of the following dates: (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, 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. 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. Lamatty Malia Kilimath -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 written consent of Pacific. 9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the ing a salah bagasa bakbaran da salah da da salah da d 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 97 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 COMPA To be the state of the STATE OF OREGON County of [Klamath TOTAL CHIEF CHERT STATE OF A Personally appeared the above named Robert W. Malcomb voluntary act and deed. and acknowledge the foregoing instrument to be his TEACT ARE CONTINUED BY Kaping Jastzianden ina merodingkankan Million Process **હુ**ં કે જણ રહ્યા છે હાલી કરવાઈ જ ફર્ય કરીએ ને તીક છ My Commission Expires: STATE OF OREGON) ss. April 8 County of Sklamath Personally appeared the above-named __Jean Malcomb voluntary act and deed. व्यक्तिकार्यम् स्थापनेका समुद्राप्तीत् प्रोप्ताः । इत्या । विकासी प्राप्ताः विकास विकास My commission Expires grading particles of the final in regions desidaging the back and be well

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

A.D., 1982 at 10:06 o'clock A M., and duly recorded in 27 day of Sept

on page<u>12749</u>. Vol M 82 of Mtge

EVELYN CIEHN : GONNTY CLERK

Fee \$ 8.00