PACIFIC POWER & LIGHT COMPANY

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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE

I. Homeowners represent that	and Susan L. Kessler they are the owners or contract vendees		("Homeowner	
	Klamath Falls	Klamath	Oregon 976	0
which is more particularly described	t yalanda (addres) hilimayen dinda ba 25: hengamaniki saman adda ayi	displayed (county) and it was any and	(state)	de
		and the state of t	In the State of a company of the second of t	
lot 7 in Plack	205 of DARDOU ADDITION			
en sumerare Verlie Plack	305 of DARROW ADDITION	to the City of Kla	math Falls,	
사회가 교통한 경험 기계를 하는 것이 되었다. 기계를 하고 있다. 기계를 통해 있는 기계를 하는 것이 되었다. 기계를 하는 것이 되었다.)
		DATE RESIDENCE CHINAGO		
iii inkasa kula may "Erazose as sha 	en out tower too out they take without t	e contra di nationale maio al c	ik francije se kramana akon ligg 🙉 🔻	
hereinafter referred to se "the proper	of the life of the critical angular, and the control of the contro	italite intelligit petty a electrosisti. La lata della della secologia	रिक्टर हर्नु हो । हरन् सुन्दर अनुन्दिको हो इन्हें सेन्ह्र	ġ,
2 Pacific shall couse insulation a	ind weatherization materials checked b	n i mere en kolonikanska se	िक्षिण स्थाप के विकास के प्राप्त के प्राप्त के प्राप्त के प्राप्त के किया है। जिल्लाक के बार्क के प्राप्त के किया के प्राप्त के किया	rf)
suant to current Company Specificat	ions.	elow isubject to notations! to be	installed in Homeowner's home p	ш
☐ Storm Windows: Install	ions. window(s) totalling approximate doors.	uses of old his bisheller i baid on.	(filtram, proparac) pyroceatic	
☐ Storm Doors: Install	doors.	en et et Meistell für der een eine valuut in die een een een een een een een een een e		
Sliding Doors: Install	doors no C. (AL DIATE DA			
KX Ceiling Insulation: Install in	nsulation from an estimated existing Rulation from an estimated existing Ru	19 to an estimated R- 38	approximately 557 sq. ft.	ż
Duct Insulation: Install duc	t insulation to an estimated R	U_ to an estimated R	approximately 90U eq. ft.	11:
XX Moisture Barrier: Install me	oisture barrier in crawl space.	이어방 얼맞을 걸었으면 하고?		
xxOther: Install 6 r	化洗红 虾 生 起心的 医电动脉搏 医细胞基征检验 经分类 医肛门肠	jihir ayun argaşaye	KRIPARILIMA GUNCHI.	
Wrap water	d above, for which Homeowners will ul			
		umately be responsible under thi	s agreement, is → DOU, UU	_
3. LIMITED WARRANTY PR				. 1.
Pacific shall contract with an inde	ependent insulation and weatherization	contractor and will pay for work d	one as described above.	313
tandards. If installation is not install	and weatherization materials will be i lled in a workmanlike manner, Pacific	nstatied in a workmanlike mann	er consistent with prevailing industr	У
orrected.	med in a working intainer, 1 active	, at no expense to the Homeown	ers, will cause any deficiencies to i	æ
If upon completion of installati	ion, Homeowners believe the work is	deficient Homeowners must or	ntest the Manager Wasshands	1
ervices Department, Pacific Power	& Light Company, Public Building, 92	0 S.W. Sixth Avenue. Portland.	Oregon 97204 (503) 243-1122 or t	MI No
Jistrict Manager at their local Pacific	c Power & Light Company district offic	æ.	그 그는 그리트워 현실하는 등 모모	~
EXCEPT FOR THE WARR	ANTIES EXPRESSLY DESCRIBE	D IN THIS AGREEMENT.	PACIFIC MAKES NO OTHE	R
VARRANTIES. ALL EXPRESS	AND IMPLIED WARRANTIES	ARE EXTENDED ONLY	TO AND LIMITED TO TH	E
IOMEOWNERS WILL START II	PON COMPLETION OF THE INST	ATTATION OF THE INCH! A	THOSE AND THE TERMINAT	•

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 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 EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL 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 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 faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

4. HOMEOWNERS OBLIGATION TO REPAY (3.0. # 0// 38 191

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 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 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 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 persons so named and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons owe to Homeowners.

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Deputy		$T \sim \mathcal{N} \mathfrak{A}$			

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PACIFIC POWIR & LIGHT COMPANY 6, SECURITY INTEREST OLCTo 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. rijama (N amash Falls 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 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 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.

PACIFIC POWER & LIGHT COMPANY / HOMEOWNERS
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STATE OF OREGON
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County of Klamath:
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Personally appeared the above namedSusan_L Kessler
and acknowledged the foregoing instrument to be her voluntary act and deed,
and acknowledged the foregoing instrument to be 1127 Voluntary act and deed.
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WHEN PERCEPTION TO

PACIFIC POWER & LIGHT COMPANY / ATTENTION: PROPERTY SECTION (POSS NEW SECTION) PROPERTY SECTION (POSS NEW STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 19 day of Oct A.D., 19 82 at 2 .28 and duly recorded in Vol_ M 82 on page. 13916

8.00 Fee \$

BIEHN COUNTY CLERK