PACIFIC POWER & LIGHT COMPANY MD Page 13922 OREGON TO THE STREET OF THE STREET OF THE STREET OF THE WEATHERIZATION PROGRAM ST

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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE 16488

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This agreement is made this 25 day of March and Sally R. Renne	, 19 82 , between Pacific Power & Light Company ("Pacific
Homeowners represent that they are the owners or contract 2909 Mad 1 son	t vendees of the property at:
which is more particularly described as:	s Klamath Oregon 97601
60 th 2000 and 1000 th	f Pools Home Sites according
Of the County Clark	hereof on file in the Office of Klamath County, Oregon
different variation of the country country of	If Blamath County, Oregon
hereinafter referred to as "the	
SUBILLIO CHIPPONT COMPANIE COM	RCCKEO Delow Jenings a
SixStorm Windows: Install	coximately 134 sq. ft.
out Sax Siding Doors: Install doors doors	Communication of the second of
□ Duct Insulation: Install insulation from an estimated exist	sting R-14 to an estimated R-38 approximately 1547 sq. ft. ing R-0 to an estimated R-19 approximately 1547 sq. ft.
Moisture Barrier: Install moisture barrier in crawl space.	ETI VIEWS C. COMMISSION OF THE STATE OF THE
Insulate trates	1,927,00
3. LIMITED WARRANTY PROVISION Pacific shall contract with an independent insulation and weathers Pacific warrants that the independent insulation and weathers	will ultimately be responsible under this agreement, is \$ 2.049.00

with an independent insulation and weatherization contractor and will pay for work done as described above.

Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevailing industry 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 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 90 DAYS FROM THAT DATE, HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS PRESSLY DESCRIBED HEREIN AND IN NO EVENT, SHALL PACIFIC BE RESPONSIBLE FOR ANY INCLUDING ANY INCLUD PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-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.

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 e, 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 presente to precessly predict the savings that will accuse to any particular minimum. A necessary, ractic, by provioung 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 (U.O. # 01187

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 considerawhether it is voluntary or involuntary. Such notice shall be sent as soon as momeowhers above that there will be a sale of transfer for communitary, then not later than one week before the expected sale or transfer. The notice must include the name of the Homeowhers, 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. Homeowhers 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

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PACIFIC POWER & LIGHT COMPANY

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 date: SSEEL, SECURITY INTEREST

te following dates: JOADTROM GMA TMEMTERDA TMEMT ARESTS TO MOTTALIUSM!

(1) the date on which any legal or equitable interest in any part of the property is transferred; (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; of the following dates:

(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. 182

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. Later momeowner who signs this agreement shall be indirected 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 written consent of Pacific. 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 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

(1) Facing in good taken makes a substitutial beginning of performance of the contract before you give notice of cancel and the contract of the contract performance of th

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.

ttached notice of cancellation form for an	A COPY OF THIS AGREEMENT.
1. HOMEOWNERS ACKNOWLEDGE	THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.
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