<pre>INSULATION COST REPAYMENT AGREEMENT ADD MORTGAGE (UMITED WARRANTY) This greement is make the</pre>	21930		N PROGRAM	Vol. <u>Mg3</u> Page	476
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6. SECURITY INTEREST

of the following dates:

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: 4764 (1) the date on which any legal or equitable interest in any part of the property is transferred; the date on which any legal or equitable interest in any part of the property is transferred;
 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 down lies, most and independent or load sale contract.

(2) the date on which any legal or equilable 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 forcelose or recover on the property or any part thereof for any mortgage, lien, judgment or other encombrance on the property or any part thereof which existed prior to the recording date of this agreement. the date on which any action or suit is filed to foreclose or recover on the property or any part thereof for any i 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 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: 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 (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

11. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.

HOMEOWNERS Bv come 文語語語 STATE OF OREGON ŝ County of County -Personally appeared the above-named ____Hugh_A._Braniff and acknowledge the foregoing instrument to be _____his_____ voluntary act and deed. Before me 0 T STATE OF OREGON Ay Commission Expires: unty of

Personally appeared the above-named ____Martha_M__Braniff_ and acknowledged the foregoing instrument to be _____ her_____ voluntary act and deed.

My commission Expires:

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 <u>-31st</u>day of <u>March</u> A.D., 19 <u>93</u> at 10:39 O'clock A Mortgauges On page 4763 on page 4763

Fee \$<u>8.00</u>

EVELYN BIEHN COUNTY ÇLERK

____Deputy