

24947

PACIFIC POWER & LIGHT COMPANY  
920 SW Sixth Avenue  
Portland, OR 97204

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## OREGON HOME INSULATION PROMISSORY NOTE AND MORTGAGE

Borrowers (Names and Address)

Danny L. and Tena A. Mays  
320 Upham  
Klamath Falls, Oregon 97601

Date: July 29, 1982

ANNUAL PERCENTAGE RATE		FINANCE CHARGE		DISCLOSURE STATEMENT	
The cost of your credit as a yearly rate.		The dollar the credit will cost you.		Amount Financed The amount of credit provided to you or on your behalf.	
6.5 %		\$ 93.50		\$ 676.90	
				Total of Payments The amount you will have paid after you have made all payments as scheduled.	
				\$ 770.40	

You have the right to receive at this time an itemization of the Amount Financed. ☐ I want an itemization ☐ I do not want an itemization

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1		
46	16.05	September 15, 1982
1	16.05	August 15, 1986

Prepayment: If you pay off early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the goods being purchased and your real property.

See your contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date.

As consideration for this promissory note, Pacific Power & Light Company ("Pacific") will loan Borrowers the Amount Financed for Borrowers' payment to independent contractors chosen by Borrowers for the purchase of insulation goods or services. The insulation goods or services will be for the following property which Borrowers own or are buying on a recorded contract and which has the following Legal Description: Lot 1, Block 94, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The proceeds of the loan shall be made payable to the Borrowers upon Pacific's determination that the installed insulation goods and services comply with Pacific's standards.

Each Borrower promises to pay to the order of Pacific at its office at 920 SW 6th Avenue, Portland, Oregon 97204, the Total of Payments. Payment shall be made in monthly installments beginning on the First Instalment Due Date and continuing on the same day of each succeeding month to and including the Final Instalment Due Date. However all Borrowers shall pay to Pacific the full amount of the balance owing prior to the sale or transfer for consideration of any legal or equitable interest in any part of the Insulated Property.

Borrowers shall notify Pacific in writing of the sale or transfer for consideration of any legal or equitable interest in any part of the Insulated Property, whether it is voluntary or involuntary. Such notice shall be sent as soon as Borrowers know that there will be such sale or transfer, and not later than one week before the expected sale or transfer. The notice must include the name of the Borrowers, 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. Borrowers authorize Pacific to contact any of the persons so named and authorize and direct such persons to pay Pacific any obligations owing under this contract from any monies which such persons owe to Borrowers.

Payment may be made in advance in any amount without any penalty. If any payment is not made on time, the unpaid balance may become due and payable without notice or demand. If this note is given to an attorney for collection, Pacific may recover reasonable costs and attorney's fees at trial and on appeal.

## SECURITY INTEREST AND MORTGAGE

To secure the Borrowers' obligations, Borrowers mortgage to Pacific with the power of sale the Insulated Property together with all present and future appurtenances, improvements, and fixtures thereto. This mortgage 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 Insulated Property is transferred; (2) the date on which any legal or equitable interest in any part of the Insulated Property is created which does not exist as of the date of this contract, 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 Insulated Property or any part thereof for any mortgage, lien, judgment or other encumbrance on the Insulated Property or part thereof which existed prior to the recording date of this contract; (4) 90 days before any insolvency proceeding by or against any Borrower; (5) the due date of this note.

Pacific may record this mortgage in the county real property records, and Borrowers shall execute any other documents deemed necessary by Pacific to perfect this mortgage.

Each Borrower who signs this Promissory Note shall be individually and jointly responsible for performing the obligations of Borrowers herein. This agreement shall be binding upon the successors and assigns of the parties.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BORROWER: (1) DO NOT SIGN THIS PROMISSORY NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS PROMISSORY NOTE. (3) YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE, IF ANY. (4) IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT OF THE REFUND YOU ARE ENTITLED TO, IF ANY, WILL BE FURNISHED UPON REQUEST.

YOU, THE BORROWER, 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.

Borrower

STATE OF OREGON

County of Klamath

X July 28, 1982

Personally appeared the above-named Danny L. Mays and Tena A. Mays

and acknowledged the foregoing instrument to be their voluntary act and deed

Notary Public for Oregon  
My Commission Expires 3-4-1985

BORROWER ACKNOWLEDGES READING AND RECEIVING A COMPLETELY FILLED IN AND EXECUTED COPY OF THIS PROMISSORY NOTE AND MORTGAGE AT THE TIME THE BORROWER SIGNED IT.

Borrower(s) Initials: X DMM X TAM

STATE OF OREGON; COUNTY OF KLAMATH; ss

I hereby certify that the within instrument was received and filed for record on the 23 day of June A.D., 1983 at 11:38 o'clock A.M. and duly recorded in Vol. M 83, of mtges on page 9847

FEE \$ 4.00

EVELYN BIEHN COUNTY CLERK  
by Deputy