

43766

HOME INSULATION PROMISSORY NOTE AND MORTGAGE
OREGON — WASHINGTON — MONTANA — IDAHO

Borrowers (Names and Address)
Linda I. Kinsman

P.O. Box 7580

Klamath Falls, Oregon 97602

Date May 22, 1984

136-2037800-1 136-2037900-6

Acct # 136-2037850-5 136-2037975-3

W.O. #

DISCLOSURE STATEMENT			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The amount of interest you will pay	Amount Financed The amount of credit provided to you for your benefit	Total of Payments The amount you will have paid after you have made all payments as scheduled
6.5	\$ 1,416.60	\$ 3,909.00	\$ 5,325.60
You have the right to receive this information on the Amount Financed			
Your payment schedule will be			
Number of Payments	Amount of Payment	When Payment is Due	
1	\$44.38	July 1, 1984	First Installment Due Date
118	\$44.38		
1	\$44.38	June 1, 1994	Final Installment Due Date
Sale or Transfer of Property: If you sell or otherwise transfer the property, you will have to pay the remaining balance in full.			
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 for terms of sale, including information on late payment, default, and 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. This 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: (Rental Property Located at 4619, 4621, 4623 & 4625 Crosby) Lots 23, 24, 25 & 26, Block 1, ST. FRANCIS PARK, in the County of Klamath, State of Oregon.

(Insulated Property) 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 Installment Due Date and continuing on the same day of each succeeding month to and including the Final Installment Due Date. However, if 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 or upon nonpayment of any amount due under any other encumbrance on 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.

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 any attorney for collection, Pacific may recover reasonable costs and attorney's fees of trial and in appeal, in addition, Borrowers shall pay a late charge on any installment not paid within fifteen days in the amount of four percent of such installment.

SECURITY INTEREST AND MORTGAGE

This provision for security interest and mortgage of the Insulated Property is applicable. 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 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. If 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.

Linda I. Kinsman
BORROWER

BORROWER

STATE OF Oregon

County of Klamath

May 22 1984
Personally appeared the above named Linda I. Kinsman

I, Notary Public, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same was presented to me for recording.

Before me *Leta Wanne Sandall*
Notary Public
for State of Oregon
My Commission Expires 3-4-85

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

Borrowers Initials *LK*

10809

20262

lit:

**PACIFIC POWER
& LIGHT COMPANY**

920 S. W. SIXTH AVENUE • PORTLAND, OREGON 97204

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 3rd day of December A.D. 19 34
at 1:30 o'clock P. M. and duly
recorded in Vol. 1134 of Mortgages
Page 20261

EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 9.00