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

Borrowers (Names and Address)

John J. Carr

Date: February 20, 1985

1550 Springfield Drive #54

Acct. # 136-042250-9

Chico, California 95926

W.O. # 50063

DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
0 %	\$ 0	\$ 1,560.00	\$ 1,560.00

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	\$26.00	April 1, 1985
58	\$26.00	Due on the 1 day of each month.
1	\$26.00	March 1, 1990

First Instalment Due Date

Final Instalment Due Date

Sale or Transfer: If you sell or otherwise transfer your real 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 document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

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: (RENTAL PROPERTY LOCATED AT 333 N.E. Alameda Klamath Falls, OR) See exhibit "A" attached hereto for legal description.

("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 instalments 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, or upon nonpayment of any amount due under any other encumbrance or 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 any attorney for collection, Pacific may recover reasonable costs and attorney's fees at trial and on appeal. In addition, Borrowers shall pay a late charge on any instalment not paid within fifteen days in the amount of four percent of such instalment.

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, for any mortgage, lien, judgment or other encumbrance on the Insulated Property or part thereof to foreclose or recover on the Insulated Property or any part thereof 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 JOHN J. CARR

BORROWER

STATE OF Oregon

County of Klamath

ss.

Feb. 26, 19 85

Personally appeared the above-named John J. Carr



VERNA J. MORRIS
NOTARY PUBLIC-CALIFORNIA
Butte County
My Commission Expires Sept. 17, 1988

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Notary Public for State of CALIF.

My Commission Expires 3/17/86

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

Borrower(s) Initials: X

WARRANTY DEED

4514

KNOW ALL MEN BY THESE PRESENTS, That Brian O'Maicin

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

John J. Carr

the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Beginning at a point on the Northeasterly line of the Alameda, S. 41°42' E. 76.0' from the point created by the intersection of the Southeasterly line of Erie Street and the Northeasterly line of the Alameda; thence N. 48°18' E. parallel to Erie Street 100.4'; Thence S. 41°42' E. parallel to the Alameda 24.0'; thence N. 48°18' E. parallel to Erie Street 50.0'; thence S. 41°42' E. parallel to the Alameda 12.0 feet; thence S. 48°18' W. Parallel to Erie Street 150.4 feet; thence N. 41°42' W. along the Northeasterly line of the Alameda 36.0 feet to the point of beginning, all being a portion of Lots 8 and 9, Block 42 Hot Springs Addition to the City of Klamath Falls, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except reservations, restrictions, rights of way of record and those apparent upon the land;

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$25,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this day of April, 19 80, if a corporate grantor, it has caused its name to be signed and seal affixed by its duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

[Signature of Brian O'Maicin]
Brian O'Maicin

STATE OF OREGON,)
County of Klamath) ss.
April 19 80

STATE OF OREGON, County of) ss.
19

Personally appeared and

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

Personally appeared the above named
Brian O'Maicin

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

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in full of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 8-5-83

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

Ret. Pacific Power & Light
Conservation Services Dept. - Janet Tobkin
920 S.W. 6th Ave
Portland, Ore 97204

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

on this 28th day of March A.D. 19 85
at 2:07 o'clock P M, and duly
recorded in Vol. M85 of Mortgages
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EVELYN BIEHN, County Clerk

By *[Signature]* Deputy

Fee 9.00