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

Vol. M85 Page 6199

48226

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

Borrowers (Names and Address)

Keith L. See

4313 Ezell Avenue

Klamath Falls, Oregon 97603

Date: April 10, 1985

Acct. # 136-2026660-4 136-2026658-6

W.O. # 136-2026656-2 136-2026664-3

136-2026650-4

**ANNUAL  
PERCENTAGE RATE**  
The cost of your credit as a  
yearly rate.

6.5 %

**FINANCE CHARGE**  
The dollar the credit will cost  
you.

\$ 1,435.00

**DISCLOSURE STATEMENT**

**Amount Financed**  
The amount of credit provided to  
you or on your behalf.

\$ 3,965.00

**Total of Payments**  
The amount you will have paid  
after you have made all payments  
as scheduled.

\$ 5,400.00

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                  | \$45.00            | June 15, 1985                    |
| 118                | \$45.00            | Due on the 15 day of each month. |
| 1                  | \$45.00            | May 15, 1995                     |
|                    |                    | First Instalment Due Date        |
|                    |                    | Final Instalment Due Date        |

Safe 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 4309, 4313, 4315, 4311, & 4308 EZELL AVE.) Property description - See exhibit A

attached hereto:

("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, mortgage, judgment or 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.**

X Keith L. See  
BORROWER

STATE OF Oregon

BORROWER

County of Klamath

ss.

X 4/10/85

Personally appeared the above-named Keith L. See, 19 85

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

Before me, Debra Sianne Sandahl  
Notary Public  
for State of Oregon  
My Commission  
Expires: 3-4-1989

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 L See

This Indenture Witnesseth, THAT MARGUERITE KAWAMOTO,

has bargained and sold, and by these presents do es  
KEITH L. SEE and M. LOUISE SEE, hereinafter known as grantors, for the consideration hereinafter stated grant, bargain, sell and convey unto

husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:  
An undivided one-half interest in and to the following:  
Beginning at an iron pin which lies South along the center line of Summers Lane, which is the West line of Section 11, Township 39 South, Range 9 E.W.M., a distance of 331.4 feet and South 89°48' East, a distance of 342.5 feet from the iron pin in the center of Summers Lane which marks the Northwest corner of Sec. 11, Twp. 39 S., R. 9, E.W.M., in Klamath County, Oregon, and running thence; South, parallel to the center line of Summers Lane, which is also the West line of said Sec. 11, a distance of 331.4 feet to an iron pin; thence South 89°48' East a distance of 67 feet to an iron pin; thence North parallel to the center line of Summers Lane a distance of 331.4 feet, to an iron pin; thence North 89°48' West a distance of 67 feet, more or less, to the point of beginning, said tract containing 0.5 acre, more or less, in the Northwest quarter of the Northwest quarter (NW 1/4 NW 1/4) of Sec. 11, Twp. 39 S., R. 9, E.W.M., in Klamath County, Oregon, excepting from the above described land that portion thereof contained in the existing right of way of Summers Lane.

ALSO, beginning at a point on the South line of a road 331.4 feet South and 409.5 feet East of the Section corner common to Sections 2, 3, 10 and 11 of Township 39 S., R. 9, E.W.M., in Klamath County, Oregon, (said corner being indicated by a 5/8 inch brass capped rod in Summers Lane); thence South 331.4 feet to a point on the South line of the Northwest quarter of the Northwest quarter of the Northwest quarter (NW 1/4 NW 1/4 NW 1/4) of said Sec. 11; thence East along said South line a distance of 142.25 feet; thence North a distance of 331.4 feet to a point on the said South line of road; thence West along said South line of said road a distance of 142.25 feet to the place of beginning, in the said Northwest quarter of the Northwest quarter of the Northwest quarter (NW 1/4 NW 1/4 NW 1/4) of said Sec. 11, Twp. 39 S., R. 9 E.W.M.

Subject to: Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith; Easements and rights of way of record and apparent on the land, if any.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 40,000.00  
However, the actual consideration includes other property which is part of the consideration.  
(Strike out the above when not applicable)

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an estate by the entirety. And the said grantor does hereby covenant to and with the said grantees, and their assigns, that she is the owner in fee simple of said premises; that they are free from all incumbrances, except those above set forth, and that she will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, she ha s hereunto set  
this 25th day of April, 1973 her hand and seal

WASHINGTON  
STATE OF OREGON County of King ) ss. 27th April 1973  
Personally appeared the above named Marguerite Kawamoto

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

Before me:

*Donald F. Enst*  
Notary Public for Oregon Washington  
My commission expires June 25th, 1976

STATE OF OREGON,  
County of Klamath } ss.

I certify that the within instrument was received for record on the 1st day of May 1973, at 10:23 o'clock A. M., and recorded in book 1173 on page 5171 Record of Deeds of said County.

Witness my hand and seal of County affixed.

W. D. MILNE

By *Hazel Drayle* County Clerk-Recorder

FEE \$ 2.00

INDEXED

After recording return to:

*Garret S. Schem*  
2943 So. 6th  
Klamath Falls, Oregon 97601

From the Office of  
GANONG, SISEMORE & ZAMSKY  
538 Main Street  
Klamath Falls, Oregon 97601

0050

6201

STATE OF OREGON; COUNTY OF KLAMATH; ss  
Filed for record  
this 29th

Recorded this 29th day of April A.D. 1985 at 2:57 o'clock P M., and  
duly recorded in Vol. M85 of Mortgage

By EVELYN BIEHN, County Clerk

Fee: \$13.00

only recorded in Vol. M85 of A.D. 1985 at 2:57 o'clock P.M., and  
Mortgages on Page 6199  
By EVELYN BIEHN, County Clerk  
D. Smith  
Fee: \$13.00

Conservation In Area  
**PACIFIC POWER & LIGHT COMPANY**  
720 S.W. SIXTH AVENUE • PORTLAND, OREGON 97204

Att'n: Janet Tolken

Subject: Lines and assessments of Klamath Project, water and irrigation rights in connection therewith; Base regulation, easements, reservoirs, water and irrigation rights in connection therewith; Base and rights of way of record and apparent on the land, if any.

\$0.000.00

IN WITNESS WHEREOF,  
1936 day of April, 1936  
hereunto set  
her hand  
1936

*Respectfully Submitted,*  
[Signature]  
[Name]  
[Address]  
[City, State, Zip]

STATE OF OREGON  
Notary Public for Oregon  
My commission expires  
April 1, 1928  
and acknowledged the foregoing instrument to be  
legally executed by the above named  
King  
Marguerite Lemmon  
(ss)  
April 1, 1928

[illegible]