

68015

Form 4161, Rev. 1/86
Pacific Power
Page 1 of 2PACIFIC POWER & LIGHT COMPANY
920 SW Sixth Avenue
Portland, OR 97204

Vol. 1480 Page 20423

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

Borrowers (Names and Address)

William S. Erickson III & Patti L. Erickson

Date: February 27, 1986

3740 Boardman

Klamath Falls, Oregon 97603

Acct. # 136-1944950-5

W.O. # 136-12421-50095

DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate.	FINANCE CHARGE: The dollar amount 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	\$ 2,516.00	\$ 2,516.00

You have the right to receive 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	\$41.93	First Installment Due Date: April 1, 1986
58	\$41.93	Due on the 1 day of each month.
1	\$42.13	Final Installment Due Date: March 1, 1991

Late Charge: If a payment is late, you will be charged 4% of the payment.

Sale or Transfer: If you sell or otherwise transfer your real property, you will have to pay all of the unpaid balance of this loan.

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

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

LOAN PROCEEDS

- We will loan you the Amount Financed described above so that you can buy insulation goods and services from independent contractors chosen by you.
- You agree to use the insulation goods or services on property that you own or are buying ("Insulated Property"). The Insulated Property has the following Legal Description:
See exhibit "A" attached hereto:

- We will give you the loan proceeds after we determine that the installed insulation goods and services comply with our standards.

PAYMENTS

- You promise to pay the Total of Payments described above to Pacific Power & Light Company at 920 SW 6th Avenue, Portland, Oregon 97204.
- You agree to pay us in monthly installments beginning on the First Installment Due Date and continuing on the same day of each succeeding month through the Final Installment Due Date.
- You may pay us any amount in advance without any penalty.

FAILURE TO MAKE PAYMENTS

- If you fail to make a payment on time, the full unpaid balance will become due even if we do not demand payment.
- If you fail to pay an amount due under any mortgage, land sale contract, or other encumbrance on the Insulated Property, the full unpaid balance will become due.
- If you fail to make a payment within fifteen days of the due date, you also agree to pay us a late charge equal to four percent of the late payment.
- If we use a lawyer to collect this promissory note, you agree to pay us reasonable costs and attorneys' fees (including trial and appellate fees) whether or not court proceedings are necessary.

SALE OR TRANSFER OF YOUR PROPERTY

- If any interest or part of the Insulated Property is sold or transferred, you agree to pay us the full unpaid balance.
- You agree to notify us in writing of any sale or transfer of the Insulated Property, whether the sale is voluntary or involuntary. You must send us this notice as soon as you know that the sale or transfer will occur and not later than one week before the expected sale or transfer.
- The notice must include your name(s), the address of the property, the name of the person(s) to whom the property is being sold or transferred, and the name of any person who is acting as a closing agent for the sale or transfer.
- You are authorizing us to contact any person named in the notice and to require the person to pay us the full unpaid balance of this note. You also are authorizing us to tell that person that he may deduct the amount paid to us from the amount he owes you.

SECURITY INTEREST AND MORTGAGE

- To secure your obligations, you mortgage to us the Insulated Property and the buildings on it.
- We may record this mortgage with the county to place a mortgage lien on the Insulated Property.

MISCELLANEOUS

- Each person who signs this note will be responsible for performing all the obligations in it, even if another person who signs the note does not perform these obligations.

3-19-86

20424

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 William S. Erickson III
BORROWER

Patti Lea Erickson
BORROWER

STATE OF Oregon

County of Klamath) ss.

X February 27th

1986

Personally appeared the above-named William S. Erickson III and Patti L. Erickson
their voluntary act and deed.

and acknowledged the foregoing instrument to be

Before me:

Notary Public for State of Oregon

My Commission Expires: 3-4-1989

I (WE) ACKNOWLEDGE READING AND RECEIVING A COMPLETELY FILLED IN AND EXECUTED COPY OF THIS PROMISSORY NOTE AT THE TIME I (WE) SIGNED IT.

Borrower(s) Initials: WSEF P.L.E.

CONTRACT OF SALE GUARANTEE

I am selling the Insulated Property to the Borrowers under a contract of sale. In consideration for the weatherization materials that will be installed on the property, I guarantee payment of the note if I reacquire the property and the Borrowers fail to pay Pacific. In addition, to secure this guaranty, I mortgage any interest I have in the property to Pacific.

OWNER

STATE OF _____

County of _____) ss.

OWNER

Personally appeared the above-named _____, 19____

_____ voluntary act and deed.

_____ and acknowledged the foregoing instrument to be

Before me:

Notary Public for State of _____

My Commission Expires: _____

I (WE) ACKNOWLEDGE READING AND RECEIVING A COMPLETELY FILLED IN AND EXECUTED COPY OF THIS PROMISSORY NOTE AND THE "NOTICE TO COSIGNER" AT THE TIME I (WE) SIGNED IT.

Owner(s) Initials: _____

Exhibit "A"

20668

DESCRIPTION

20425

The following described real property is situated in Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pipe driven at a point in the Southerly line produced Eastwardly of Second Avenue of Altamont Acres, as shown on the plat of the same on file in the office of the County Clerk of Klamath County, said point being 20.0 feet distant Westerly from the intersection of the said Southerly line of Second Avenue produced and the line marking the Easterly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, and from which point an iron pipe marking the initial point of the survey of the Townsend Tracts as shown on the plat of the same on file in the office of the said County Clerk of Klamath County, bears North 26° 41' East 44.14 feet distant; thence North 89° 16' West along the said Southerly line of Second Avenue produced 140.35 feet; thence South 33° 37' East 255.17 feet; thence North 0° 15' West along a line parallel with and 20.0 feet distant Westerly from the said line marking the Easterly boundary of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, 210.65 feet to the point of beginning.

SUBJECT TO:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads, or highways.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
4. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: July 25, 1977

Recorded: July 26, 1977

Volume: M77, page 13292, Microfilm Records of Klamath County, Oregon

Amount: \$35,000.00

Mortgagor: John W. Pyles and Mary Pyles, husband and wife

Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs (L-M69151)

The Grantees named on the reverse side of this deed hereby agree to assume and pay the above described Mortgage as of the date of this deed.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ December _____ A.D., 19 85 at 4:02 o'clock P M _____ the 20th day
of _____ Deeds _____ on Page 20697 and duly recorded in Vol. M85

FEE \$9.00

EVELYN BIEHN, County Clerk

By _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ November _____ A.D., 19 86 at 2:41 o'clock P M _____ the 10th day
of _____ Mortgages _____ on Page 20423 and duly recorded in Vol. M86

FEE \$13.00

Evelyn Biehn, County Clerk

By _____