FORM 4161 PACIFIC POWER 8/84 PPP 07 70 4



PACIFIC POWER & LIGHT COMPAN 920 SW Sixth Avenue

Portland, OR 97204

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

Borrowers (Names and			Date	December 6. 1	984
<u>Jerri D. Wedam</u>				NAS CONTRACTOR	Officer seasons and and compared
4636 Boardman	[24] [56] [57] [67] [67] [67] [67]	STATES AND A CONTRACTOR	Annt	_# 136-2036500-	4
Klamath Falls,	Oregon 97603			# 50055	**************************************
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	DISCLO	SURE STATEMENT	
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate: 0 %	FINANCE CHARGE The dollar the credit will cost you. \$ 0	Amount Financed The amount of credit provided to you or on your behalt. \$ 2427.00	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 2427.00
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our payment schedule will be:		HELALOS FORMALISTAS	
Number of Payments	Amount of Payme	ents When P	ayments are Due
	\$40.45	February 1, 198	First Instalment Due I
58	\$40:45	Due on the 1 day of ea	
ACAL COURT TARKE AT NOT A SECTION OF THE SECTION	\$40.45		

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. Return: Pacific Power & Light

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: Lots 9 and 10, Block 11, 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 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 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 named 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 sees 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 equitable interest in any part of the Insulated Property is created which does not exist as of the date of this contract, (2) the date on which any legal or equitable interest in any part of the Insulated Property or any part thereof days before any insolvency proceeding by or against any Borrower; (5) the due date of this contract, (4) 90 and sale contract, (7) the contract is contract; (8) the date on which any action or suit is filled 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

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

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

BORROW BORROW STATE OF Oregon	WER
STATE OF OPAGOD	
STATE OF Oregon	
County of Klamath) 88.	
<u> 19-12-19 + 19-12-11 +</u>	
Personally appeared the above named Jerri E. Wedam	
and acknowledged the forego	oing instrument to be her voluntary act and deed
Before m	第一人 康安 人 "你你说 人 " 你一定 多少 在 多年 人 (a) (c) 人 " (b) (c) 在 20 年 1 年 1 年 1
Notary Pi	ublic // Wy Commission / ///

OMPLETELY FILLED IN AND EXECUTED COPY OF THIS PROMISSORY NOTE AT THE TIME THE BORROWER SIGNED IT. /2/3/8/g