σ

orrowers (Names and Address) Illiam H. Oster and Cynthia A. Oster 402 Palemies Communication		Date: August 31, 1984	
AT TRIONITIO COULT			
Klamath Falls, Oregon 97603		— Acct. # <u>136</u> – — <i>⇒</i> W.O. #_ _5 00	
	DISCLO	SURE 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 payment
You have the right to receive at this	\$ Ø s time an itemization of the Amount	\$1,490.00	as scheduled. \$ 1,490.00
our payment schedule will be:	s time an itemization of the Amount	Financed.	n ☐ I do not want an itemizatio
Number of Payments	Amount of Payme	nts Wheel D	
1	\$25.00	November 1, 198	ayments are Due
58	\$25.00	Due on the 7 day of each	4 First Instalment Due I
Sale or Transfer: If you sell or oti	\$15.00	October 1, 1980 you will have to pay the remaining balan	
repayment: If you pay off early	ou will not have to pay a penalty.	you will have to pay the remaining balan	ce in full.

As consideration for this promissory note, Pacific Power & Light Company ("Pacific") will loan Borrowers the Amount Financed for Borrowers' payment to property which Borrowers own or are buying on a recorded contract and which has the following Legal 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 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.

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, 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 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 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 sold within the participating in the transaction. 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 SECURITY INTEREST AND MORTGAGE

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 transferred; (2) 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 mortgage, judgment or land sale contract; (3) the date on which any action or suit is filed to foreclose or recover on the Insulated Property or part thereof which existed prior to the recording date of this contract; (4) 90 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

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 FOR AN EXPLANATION OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM

BORROWER SUPPLIED COLUMBION OF THE BORROWER BORROWER STREET	
STATE OF <u>Oregon</u>	
County of Klamath Ss.	
County of Klamath Ss.	
Personally appeared the above-named William H. Oster and Cynthia A. Oster	
- Description of the Control of the	72.54 (1948
and acknowledged the foregoing instrument to be their volunta	iry act and dee
Before me Ocks Dianu Spina	ul_

BORROWER ACKNOWLEDGES READING AND RECEIVING A COMPLETELY FILLED IN AND EXECUTED COPY OF THIS My Commission Expires: 3-4-/985 PROMISSORY NOTE AT THE TIME THE BORROWER SIGNED IT

orth as see

William & Cynthia Oster 50 56 6402 Palamino Court Klimath Falls, OR 97603

Exhibit "A"

Lot 30, Block 2, Tract No. 1099, ROLLING HILLS, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following: A portion of Lot 30, Block 2, Tract No. 1099, also known as Rolling Hills, being more particularly described as follows: Beginning at the Southwest corner of said Lot 30, Block 2; thence North 00° 23' 04" East along the West line of said Lot 30 a distance of 8.00 feet; thence South 84° 07' 34" East, a distance of 84.01 feet to a point on the South line of said Lot 30; thence North 89° 36' 56" West, along the South line of said Lot 30 a distance of 83.63 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Pacific Power & Light the 12th day of Sept. A.D., 19 88 at 0:29 o'clock A.M., and duly recorded in Vol. M88

of Mortgages on Page 14826

Evelyn Biehn County Clerk

By Daulie Mullenoles

Return: Pacific Power & Light 920 S. W. Sixth Ave.

Portland, Or. 97204

Attn: Weatherization SVS.-S. Traegde 440 PFFC.