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PACIFIC POWER & LIGHT COMPANY

920 SW Sixh Avenue Portland, CR 97204

Form 4151, Rev. 1 56 Pacific Powe Page 1 of 2

### HOME INSULATION PROMISSIORY NOTE AND MORTGAGE OREGON -- WASHINGTON -- MONTANA -- IDAHO

Address)	Date: December 29, 1989
Borrowers (Names and Address) It chae's (Names and Address) Coggin	136-06068006

40029 -41360-12994-40029 2555 Garden W.O. # Klamach Falls, OR 97601

	DISCLOSUR	STATEMENT	
ANNUAL PERCENTAGE RATE: The cost of your crecit as a yearly rate.	FINANCE	Amount Financed: The amount of credit provided to you or on your behalf.  \$ 1,140,00	Total of Payments: The amount you will have paid after you have made all payments as scheduled.  \$ 1,140,00
	in the Amount Finan	ed.   I want an itemization	on. 🔲 I do not want an itemization.

You have the right to receive an itemization of the Amount Financed. 

[] I want an itemization.

Your payment schedule will be:

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our payment schedule will be:	Amount of Payments	When Payments Are Due	
Number of Payments		First Installment Due Date: Mar. 1, 1990	
1	\$20.00	Due on the 1 ct day of each month.	
55	\$20.00	Final Installment Due Date: Nov. 1, 1994	
1 1	<u> </u>		

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 up 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 panalities.

- We will loan you the Amount Financed dascribed above so that you can buy insulation goods and services from independent contractors
- You agree to use the insulation goods or pervices on property that you own or are buying ("Insulated Property"). The Insulated Property has the following Legal Description: SEE ATTACHED EXHIBIT A THERETO
- We will give you the loan proceeds after we determine that the installed insulation goods and services comply with our standards.

- 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 instal/ments 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.

- 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
- 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 attorners' 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 Insulation Property is sold or transferred, you agree to pay us the full unpaid balance.
- You agree to notify us in writing of any super 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 cale or transfer will occur and not later than one week before the expected sale or transfer. - The notice must include your name(ii), 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 active as a closing agent for the sale or transfer.
- You are authorizing us to contact any purson 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 posson that his 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 country to place a mortgage tien on the Insulated Property.

• 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.

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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 OB-TAINED 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 THE BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCEL-RIN FOR AN EXPLANATION OF THIS RIGHT.

THIRD BUSINESS DAY AFTER THE DATE OF THIS RELATION FOR AN EXPLANATION OF THIS RELATION OF THIS RELATION FOR AN EXPLANATION OF THIS RELATION OF THIS RELATION OF THIS RELATION FOR AN EXPLANATION OF THIS RELATION OF	x Ruth & Coopin
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HAMOREC .	
STATE OF OTIESOE	s.
Name Klarath ,	00
December 29	
Michael R	Cagin and Puth E. Cogin and acknowledged the foregoing instrument to be
Personally appeared the above-named	
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the involuntary act and continued the in	Before me:
	The State of Oregon
上气流 情間 图:	At Commission Expires: 3/2/90
	VING A COMPLETELY FILLED IN AND EXECUTED COPY OF SIGNED IT.
PROF PEADING AND RECEI	VING A COMPLETELY FILLED III
I (WE) ACKNOWLEDGE READING AND RECEINME I (WE)	SIGNED II.
THIS PROWISSORY NOTE AT THE TIME I (WE)	<del></del>
Eonower(s) Interest	m. :-mallod
I am selling the Insulated Property to the Both Wells on the property. I guarantee payment of the note if I reacquire I mortgage any interest I have in the property to Pacific.	contract of sale. In consideration for the weatherization materials that will be installed the property and the Borrowers fail to pay Pacific. In addition, to secure this guaranty,
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OWNER	1
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	and acknowledged the foregoing instrument to be
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Personally appeared this above-namist	
Personally appeared this above-namistvoluntary lict and deod.	
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voluntary (ict er d deed.	Before me:
voluntary rict er d deed.	Before me:  Notary Public for State of  My Commission Expires:  Procedure Copy OF
voluntary rict er d deed.	Before me:

COGGIN, MICHAEL R. & RUTH E. 31555 GARDEN KLAMATH FIAUS, OK. 97601 136-0606800 41360-12434-40029

# EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1

Lot 30 of Resubdivision of Block 125 MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

### PARCEL 2

That portion of the strip of land contiguous to the Northerly boundary of Lot 30, Block 125, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, shown on the map filed May 1, 1926 in the Klamath County Records, and between the extensions of the Northwesterly boundary line and the East boundary line of said Lot 30 to the centerline of the strip of land described in that certain Correction Deed to the United States dated September 28, 1912, recorded in Book 38 at page 209, filed in the Records of Klamath County, State of Oregon.

KUAMATH COUNTY, ORFOON

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Filed	for record at request		he28th	dav
of	March	A.D., 19 90 11 10:56 o'clock A.M., and duly record	led in Vol. M90	
		of Mortifiges on Page 5589	.•	
		Evelyn Biehn County	/ Clerk	
FER	\$18.00	Bu Con I	1,000,000	