

22726

Form 4161, Rev. 1/86
Pacific Power
Page 1 of 2PACIFIC POWER & LIGHT COMPANY
920 SW Sixth Avenue
Portland, OR 97204Vol. m90 Page 23052HOME INSULATION PROMISSORY NOTE AND MORTGAGE
OREGON — WASHINGTON — MONTANA — IDAHO

Borrowers (Names and Address)

CHARLES & NANCY MRKULKAPO Box 544Pay OR 97622Date: October 22, 1990Acct. # 136-23421803W.O. # 40043 41360-12434-40043

DISCLOSURE STATEMENT

ANNUAL
PERCENTAGE RATE:The cost of your credit
as a yearly rate.0%FINANCE
CHARGE:The dollar amount the
credit will cost you.\$ 0

Amount Financed:

The amount of credit
provided to you
or on your behalf.\$ 1375.00

Total of Payments:

The amount you will have paid
after you have made all
payments as scheduled.\$ 1375.00You 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
<u>1</u>	<u>\$22.91</u>	First Installment Due Date: <u>Dec 1, 1990</u>
<u>58</u>	<u>\$22.91</u>	Due on the <u>1st</u> day of each month.
<u>1</u>	<u>\$23.31</u>	Final Installment Due Date: <u>Nov 1, 1995</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 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 Attached Exhibit A 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 attorney's 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.

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.

Charles D. Makvicka
BORROWER

Nancy J. Makvicka
BORROWER

STATE OF OREGON)
County of KLAMATH) ss.

OCTOBER 29, 1990

Personally appeared the above-named CHARLES D. MAKVICKA & NANCY J. MAKVICKA and acknowledged the foregoing instrument to be voluntary act and deed.

Before me: Robert H. Kline
Notary Public for State of OREGON
My Commission Expires: 1/28/91

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: CDM NJM

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

OWNER

STATE OF _____)
County of _____) ss.

_____, 19____

Personally appeared the above-named _____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

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: _____

MR KULKA, CHARLES & NANCY
 CRNR STEWART & MAIN
 BLY, OR 97622

136-234218D3
 41360-2481-40043

EXHIBIT "A"
 LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2 and 3, Block 3 of NORTH BLY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and adjoining sixty foot vacated Stewart Street, vacated by Order of Vacation recorded July 22, 1955 in Volume 276, page 160, Deed Records of Klamath County, Oregon.

Tax Account No: 3614 034DC 03100
 3614 034DC 00300

PARCEL 2:

Vacated Lots 10, 11 and 12 of Block 3; Vacated Lots 1, 2, and 3 of Block 4, together with the vacated portion of Garden Avenue adjacent thereto in the vacated portion of NORTH BLY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, vacated by order filed January 16, 1952 in Klamath County Commissioners Journal 21 page 158.

Tax Account No: 3614 034DC 03000

PARCEL 3:

The adjoining 60 foot vacated Stewart Street adjacent to:

Vacated Lots 10, 11 and 12 of Block 3; Vacated Lots 1, 2, and 3 of Block 4, together with the vacated portion of Garden Avenue adjacent thereto in the vacated portion of NORTH BLY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, vacated by order filed January 16, 1952 in Klamath County Commissioners Journal 21 page 158.

Tax Account No: 3614 034DC 03000
 3614 034DC 00100
 3614 034DC 00300

KLAMATH COUNTY, OREGON.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Power & Light Co. the 19th day
 of Nov. A.D., 1990 at 10:04 o'clock A M., and duly recorded in Vol. M90
 of Mortgages on Page 23052
 Evelyn Biehn County Clerk
 By Charles Kulka

FEE \$18.00