

PACIFIC POWER & LIGHT COMPANY  
920 SW Sixth Avenue  
Portland, OR 97204

Vol. mg 2 Page 8958

44058

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

Borrowers (Names and Address)

GARY & SANDRA FANNING

1811 Chest St

Klamath Falls OR 97603

Date: 11-20-91

Social Security Number: 541-58-5068

Acct. # 13616349655

W.O. # 40065 41300-12434-410065

DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE:	FINANCE CHARGE:	Amount Financed:	Total of Payments:
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<u>5.08 %</u>	<u>\$ 225.20</u>	<u>\$ 1675.00</u>	<u>\$ 1900.20</u>

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
<u>1</u>	<u>31.67</u>	First Installment Due Date: <u>1-1-92</u>
<u>58</u>	<u>31.67</u>	Due on the <u>1st</u> day of each month.
<u>1</u>	<u>31.67</u>	Final Installment Due Date: <u>12-1-97</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 One Utah Center, Salt Lake City, Utah 84140-0007.
- 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.

8959

**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.**

*Gary Fanning* BORROWER *Sandra Fanning* BORROWER

STATE OF Oregon )  
County of Klamath ) ss.

December 2, 19 91  
Personally appeared the above-named Gary Fanning

HIS voluntary act and deed. and acknowledged the foregoing instrument to be

Before me: *Diane K. Power*  
Notary Public for State of Oregon  
My Commission Expires: 5/22/94

**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: MF SF

**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: \_\_\_\_\_

EXHIBIT A

8960

Fanning, GARY & SANDRA  
1811 CREST ST.  
Klamath Falls, OR

136 1634965-5  
41360-12434-40065

A tract of land situated in a portion of Lot 43, Block G, HOMECREST, a duly recorded subdivision in Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Easterly right of way line of Crest Street and the West line of said Lot 43, from which the Southwest corner of said Lot 43 bears South 00° 06' 23" West 75.00 feet; thence North 00° 06' 23" East along said Easterly right of way line 16.00 feet; thence South 89° 53' 37" East, parallel with the South line of said Lot 43, 298.78 feet to the Easterly line of said Lot 43; thence South 00° 04' 34" West 91.00 feet to the Southeast corner of said Lot 43; thence North 89° 53' 37" West along the South line of said Lot 43, 166.61 feet, more or less, to a point South 89° 53' 37" East 132.21 feet from the Southwest corner of said Lot 43; thence North 00° 06' 23" East, parallel with the West line of said Lot 43, 75.00 feet; thence North 89° 53' 37" West 132.21 feet to the point of beginning, with bearings based on the recorded survey map of said Minor Land Partition No. 32-85.

Klamath County

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PP&L the 27th day  
of April A.D., 19 92 at 12:33 o'clock P M., and duly recorded in Vol. M92,  
of Mortgages on Page 8958.

FEE \$20.00

Evelyn Biehn, County Clerk

By Pauline Mullendore