

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

44098

Vol. 92 Page 9035

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

Borrowers (Names and Address)

RANDALL A HIRSCHBOCK

5800 AIRWAY

KLAMATH FALLS OR 97603

Date: 3-27-92

Social Security Number: 591-88-8515

Acct. # 13621251562

W.O. # 40073 41360-12434-40073

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.

\$ 1761⁰⁰

Total of Payments:

The amount you will have paid
after you have made all
payments as scheduled.

\$ 1761⁰⁰

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>29.35</u>	First Installment Due Date: <u>May 1, 1992</u>
<u>58</u>	<u>29.35</u>	Due on the <u>1st</u> day of each month.
<u>1</u>	<u>29.35</u>	Final Installment Due Date: <u>April 1, 1997</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 HERE TO.

- 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, you will be charged 4% of the 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.

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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 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.

Randall A. Hirschback
BORROWER

BORROWER

STATE OF Oregon)
County of Klamath) ss.

April 1, 1992

Personally appeared the above-named RANDALL A HIRSCHBACK

HIS voluntary act and deed.

and acknowledged the foregoing instrument to be

Before me: Diane Krewer
Notary Public for State of Oregon
My Commission Expires: 5/29/94

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: R A SH

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.

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HIRSCHBOCK, RANDAL
5800 AIRWAY
KLAMATH FALLS, OR

A tract of land situated in Lot 5, Block 1, TRACT 1111, according to the official plat thereof, also being in the NE1/4 NE1/4, Section 23, and the NW1/4 NW1/4, Section 24, all in Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the southerly right of way line of Airway Drive, said iron pin being South 89 degrees 17' 03" East a distance of 30.00 feet from the corner common to Sections 23 and 24, thence North 89 degrees 39' 09" West along said right of way line 141.67 feet; thence South 89 degrees 28' 51" West 284.69 feet; thence North 87 degrees 57' 36" East 132.72 feet; thence South 89 degrees 28' 51" West 345.00 feet; thence East 191.96 feet to the westerly right of way line of the I-C-1 U.S.B.R. Drain; thence North 17 degrees 25' 40" East along said westerly right of way line 659.00 feet to the southerly right of way line of said Airway Drive; thence South 89 degrees 04' 04" West 376.77 feet to the point of beginning, with the bearings based on said Tract 1111.

Tax Account No. 3909 02300 00100

KLAMATH COUNTY, OREGON.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PP&L the 28th day of April A.D., 19 92 at 10:29 o'clock A M., and duly recorded in Vol. M92 of Mortgages on Page 9035.

FEE \$20.00

Evelyn Biehn County Clerk

By Pauline Mullenbarger