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Let & WZ MIG DA 2011 43 PACIFIC POWER & LIGHT COMPANY

48965

920 SW Sixth Avenue Portland, OR 97204

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

Borrowers (Names and Address)	
Fernando Torres	Date:7-15-92
3125 Shasta 111	Social Security Number:
[8]	Acct. # 13 6 - 1577-130-3
Mamath talls Or 17605	
DISCLOS	URE STATEMENT
ANNUAL FINANCE	Amount

ANNUAL	DISCLOSUF	E STATEMENT	11340 12 1513		
PERCENTAGE RATE: The cost of your credit as a yearly rate.	FINANCE CHARGE: The dollar amount the credit will cost you.  S Z \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	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 payments as scheduled.		
You have the right to receive an itemization of the Amount Financed.   Your payment schedule will be:					
Your payment schedule will be:		ed. 🔲 I want an itemization	n. 📋 I do not want an itemization.		

Total Villa De.		
Number of Payments	Amount of Payments	When Powers
l	110 36	When Payments Are Due
5.6	-10,20	First Installment Due Date: 5.294.1.1712
	40.20	Due on the 1: L day of post
	40.20	t s t day of each month.
Late Charge: If a payment is late	10, 20	Final Installment Due Date: 1 197
Late Charge: If a payment is late Sale or Transfer: If you sell or oth	e. you will be charged 4% of the	ne 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
- You agree to use the insulation goods or services on property that you own or are buying ("Insulated Property"). The Insulated Property has

LOT 7, BLOCK 3, SUMMYLAND, A RESUBDIVISION OF SOUTH 10 HERES CIE LOT 31, ENTERPRISE TRACTS, IN THE COMMY OF KLAMATH STATE OF OKEGON

· 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.

### 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
- 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)

# 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,
- 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 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 !T OR IF IT 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 CANCEL-LATION FORM FOR AN EXPLANATION OF THIS RIGHT.

BORROWER BORROWER
STATE OF OPERCE ) ss. County of Klamath 1992
Personally appeared the above-named Fernando Terros and acknowledged the foregoing instrument to be
Before me: Drawl Hours  Notary Public for State of Orcon  My Commission Expires: 5-12-94
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 X F - T
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 I am selling the Insulated Property to the Borrowers under a contract of sale. In consideration for the weatherization materials that will be installed I am selling the Insulated Property to the Borrowers fail to pay Pacific. In addition, to secure this guaranty, I mortgage any interest I have in the property to Pacific.
STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of
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:
White PP&L Portland. Yellow — Cosigner or District. Pink — Borrower. Gold — General Accounting