

04-01-04102-2/01 320 SW SIXTH AVENUE 400 PFC
PORTLAND, OR 97204

Vol. 94 Page 9645

78438

HOME INSULATION PROMISSORY NOTE AND MORTGAGE

Borrower(s) (Names and Address)

Tom & Debbie SUTHER
8033 Hwy 39
Klamath Falls OR 97603

Date: 2/14/94Social Security Number 543-50-3252Acct. # 136 21245008Work Order Number: 4010341360-12434-40103

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>0%</u>	<u>\$ 0</u>	<u>\$5000.00</u>	<u>\$ 5000.00</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>83.33</u>	First Installment Due Date: <u>3-1-94</u>
<u>58</u>	<u>83.33</u>	Due on the <u>1st</u> day of each month.
<u>1</u>	<u>83.53</u>	Final Installment Due Date: <u>2-1-99</u>

Late Charge: If a payment is late, you will be charged 4% of the payment.

Sale, Transfer or Refinance: If you sell, transfer or refinance your real property, you will have to pay all of the unpaid balance.

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 and Assessor's Tax Lot Number:

See Attached ~~DEED~~ 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 county proceedings are necessary.

SALE, TRANSFER OR REFINANCE OF YOUR PROPERTY

- If any interest or part of the Insulated Property is sold, transferred or refinanced, 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(s) 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.

Thomas D. Smith
BORROWER

Debra M. Snider
BORROWER

STATE OF Oregon

COUNTY OF Klamath

February 14

1994

Personally appeared the above-named Tam & Debbie Snider and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Diane K. Rivers
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: TDS DS

CONTRACT OF SALE GUARANTEE

I am selling the Insulated Property to the Borrower(s) 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 Borrower(s) 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

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: _____

SW 1/4 - 10

9647

SW 1/4 - 10
TOWNSHIP 39
RANGE 10
SECTION 18
Klamath County, Oregon

A parcel of land exists in the Northwest 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the South line of SW 1/4 NW 1/4 of Section 18, Township 39 North, Range 10 East of the Willamette Meridian, Klamath County, Oregon, with the East right of way line of the Dallas-California Highway, and running thence easterly along said South line of said SW 1/4 NW 1/4 a distance of 300 feet; thence North and parallel with said easterly highway line a distance of 200 feet; thence westerly parallel with said Southern line of said SW 1/4 NW 1/4 a distance of 300 feet to the easterly line of said highway; thence Southerly 200 feet to the point of beginning.

Klamath County, Oregon

STATE OF OREGON, COUNTY OF Klamath.

Filed for record at request of EP&I the 1st day of April 1974 at 12:24 o'clock P. M., and duly recorded in Vol. 894 of Notarized on Page 9545

FEES \$20.00

Evelyn Blahn - County Clerk
By President of Builders Union