

94316

Form 4328
PacifiCorp Electric Operations
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dba

Vol. 95 Page 2304

PACIFIC POWER & LIGHT COMPANY
920 SW Sixth Avenue
Portland, Oregon 97204UTAH POWER & LIGHT COMPANY
700 One Utah Center
Salt Lake City, Utah 84140-0007

WIRING PROMISSORY NOTE AND MORTGAGE

OREGON - WASHINGTON - MONTANA - IDAHO - WYOMING - UTAH - CALIFORNIA

Borrowers (Names and Addresses) ^{Addresses} ^{Attached} Date: 6-10-93
Arie DeGroot 1041 Wild Plum Dr Acct. # 136-0651649-1
Gerrit DeGroot Klamath Falls, OR 97601 Authorization # 229063094
Ben DeGroot 4013 Kelly Dr Social Security # TAX ID 93 101 6579
Ronald Summer K Falls, OR 97603 OR TAX ID

DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	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 payments as scheduled.
<u>0</u> %	\$ <u>0</u>	\$ <u>8000 -</u>	\$ <u>8000 -</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>11</u>	<u>667 -</u>	The first payment is due two weeks after receipt of billing.
<u>1</u>	<u>663 -</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 wiring goods and services from independent contractors certified on the Home Wiring Program.
- You agree to use the wiring goods or services on property that you own or are buying ("Wired Property"). The Wired Property has the following Legal Description: ID # R413216 R-3809-0324A-0000-000

Attach Title Report of Property
Canal Addition to Klamath Falls Block 4, Lot 9, Thru 11, Klamath County
SHUS: 219 South 11th St., Klamath Falls, OR 97601 OREGON

PAYMENTS

- You promise to pay the Total of Payments described above to PacifiCorp Electric Operations dba Pacific Power/Utah Power at One Utah Center, Accounts Payable Suite 700, 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 Wired 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 Wired 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 Wired 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 are also 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 Wired Property and the buildings on it.
- We may record this mortgage with the county to place a mortgage lien on the Wired 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.

2305

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.

THIS WIRING LOAN IS SUBJECT TO THE SCOPE OF THE WORK DESCRIBED IN ATTACHED EXHIBIT "A."

X Arie DeGroot
BORROWER

STATE OF OREGON

County of KLAMATH

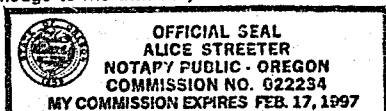
ss.

X Arie DeGroot
BORROWER

X Ben DeGroot
BORROWER

X Ronald Sumner
BORROWER

On the 26th day of July, 19 93, personally appeared before me Gerrit DeGroot/Arie DeGroot/ Ben DeGroot/ Ronald Sumner the signer(s) of the foregoing instrument who duly acknowledge to me that they executed the same as a voluntary act and deed.



Before me: Alice Streeter
Notary Public for State of Oregon
My Commission Expires: 2/17/97

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: AD BD RS

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Power the 1st day of Feb A.D., 19 95 at 11:37 o'clock A M., and duly recorded in Vol. M95 of Mortgages on Page 2304.

FEE \$15.00

Bernetha G. Letsch - County Clerk

By Rauline Mullins

On the _____ day of _____, 19____, personally appeared before me _____ the signer(s) of the foregoing instrument who duly acknowledge to me that they executed the same as a 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: _____

AUG 10 1993