Form 4161 Rev. 8/92 Page 1 of 2

Return to: PACIFIC POWER & LIGHT COMPANY Attn: Lisa, Dailu 920 SW SIXTH AVENUE, 440 PEFC 1 290 F PORTLAND, OR 97204

HOME INSULATION PROMISSORY NOTE AND MORTGAGE

A Secretaria de Company	Date: 3/20/95
Borrower(s) (Names and Address)	Social Security Number: 550-82-0897
SIZO Barry	Acct.# 13620732567
Klamath Falls OR 97603	Work Order Number: 40120
Mamain Faces Of 11000	TION OIGH HAMBON TELEBRINS

41360-12434-70002

DISCLOSURE STATEMENT					
PERCENTAGE RATE The cost of your credit as a The dollar		FINANCE CHARGE: The dollar amount the credit will cost you. \$ 265.81	Amount Financed: The amount of credit provided to you or on your behalf. \$ 4888.00	Total of Payments: The amount you will have paid after you have made all payments as scheduled. \$ 5/53.81	
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:					
		Amount of Payments	When Payments Are I		
	/	#85.90	First Installment Due D	ete: April 1,1995	
	58	#85.90	Due on the 15#	day of each month.	
	1	#85.90	Final Installment Due D	Date: March 1, 2000	

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.

See, transfer or Herinance: if you sell, transfer or relinance your real property, you will nave to pay all or 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: on file in the official thereof to the according $\nu taua$ Ocener

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

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

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 Insulted 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.

FEE \$15.00

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. BORROWER STATE OF Ox COUNTY OF Max Personally appeared the above-named acknowledged the foregoing instrument to be +heir OFFICIAL SEAL DIANE K. KEITH
NOTARY PUBLIC - OREGON
COMMISSION NO. 034607
MY COMMISSION EXPIRES MAY 22, 1998 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 AT THE TIME I (WE) SIGNED IT. Borrower(s) Initials: 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 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: STATE OF OREGON: COUNTY OF KLAMATH: Pacific Power & Light Co Filed for record at request of the_ A.D., 19 95 at 1:21 o'clock P. M., and duly recorded in Vol. Mortgages on Page 13720

Bernetha Q. Lolsch, County Clerk