

96 NOV 13 P1:15

Rev. 5/88
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Return to: PACIFIC POWER

Program "P"

920 SW SIXTH AVENUE, 1290 PSB
PORTLAND, OR 97204

HOME INSULATION PROMISSORY NOTE AND MORTGAGE

Borrower(s) (Names and Address)
Joseph Barnes and Shirley Barnes
10560 Hwy 39
Mailing Address:
Klamath Falls, Or. 97603Date: 8/15/96
Social Security Number:
Elec Acct or CSS Site # 41360-2131100
Control Number: 0

C# 21411

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.
10.26%	\$2,359.20	\$3,913.70	\$6,272.90

You have the right to receive an itemization of the Amount Financed.

Your payment schedule will be:

☐ I want an itemization.
☐ I do not want an itemization.

Number of Payments	Amount of Payments	When Payments Are Due
120	\$52.28	First Installment Due Date: 9-15-1996 Due on the 15 day of each month. Final Installment Due Date: 8-15-2006

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 Exhibit "A"

- ☐ 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 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 court 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.

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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 AGREEMENT 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, 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 Oregon

COUNTY OF Clatsop

August 19, 1996

Personally appeared the above-named Joseph L. Barnes and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Elizabeth Ann Buckley
Notary Public for State of Oregon
My Commission Expires: June 22, 1997

I (WE) ACKNOWLEDGE READING AND RECEIVING A COMPLETELY FILLED IN AND EXECUTED COPY OF THIS AGREEMENT AT THE TIME I (WE) SIGNED IT.

Borrower(s) Initials: JLB

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 Power. In addition, to secure this guaranty, I mortgage any interest I have in the property to Pacific Power.

OWNER

STATE OF

COUNTY OF

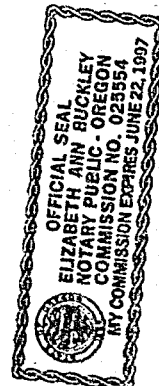
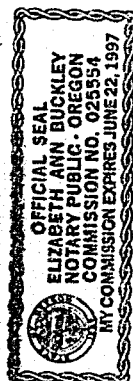
19

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 AGREEMENT AND THE "NOTICE TO COSIGNER" AT THE TIME I (WE) SIGNED IT.

Owner(s) Initials: _____



8115

35693

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in the SE1/4 of Section 36, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West boundary of the Klamath Falls - Merrill Highway, said point being North 0 degrees 14' East a distance of 904.92 feet and North 89 degrees 57' West a distance of 30.0 feet from the Southeast corner of said Section 36; thence North 89 degrees 57' West a distance of 1475.5 feet; thence North 0 degrees 14' East a distance of 590 feet; thence South 89 degrees 57' East a distance of 1475.5 feet to the West boundary of the Klamath Falls - Merrill Highway; thence South 0 degrees 14' West, 590 feet, more or less, to the point of beginning.

Tax Account No: 3909 036DD 00100
3909 036DD 00200
3909 036DD 00300

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Power the 13th day
of November A.D., 19 96 at 1:15 o'clock P. M., and duly recorded in Vol. M96
of Mortgages on Page 35691

FEE \$20.00

Bernetha G. Letsch County Clerk

By Ratcliff Ross