Introduction

The property line adjustment application is to review changes in property lines when no new lots are being created. For example, property lines may be changed to account for the location of fences, driveways, gardens and buildings. A property owner may discover that a fence is located on a neighbor’s property. As a solution, the property owners may agree to relocate their property lines. A property line adjustment review is needed to make sure the change is consistent with zoning standards.

In addition to filling out the application form, the applicant needs to draw a plot plan. The plot plan will show the property lines and dimensions, and the location of all buildings, wells, septic tanks and drainfield for the parcels which are being adjusted.

The applicants need to submit the application to the Planning Department. Once the application and plot plan are accepted, staff will review the proposal.

A single adjustment of one line between two abutting properties will be approved as a ministerial\(^1\) act.

Multiple adjustments between more than two abutting properties will be processed as a land use decision and may be approved as a single application on condition that each adjustment is completed prior to the next, in accordance with ORS Chapter 92.

Approval will become final after the applicant(s) complies with the approval criteria including completion of surveys when required and recording of the property line adjustment deed(s). These must be completed within one year of the approval.

This information is provided as a courtesy and is not intended to replace the provisions of Article 3.3, Sections 3.3.150 through 3.3.152 for property line adjustments.

If you have any questions about this application, please feel free to contact this office at 541-396-3121 extension 210 or visit us at 225 North Adams Street in Owen Building in Coquille, Oregon.

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\(^1\) ministerial decisions are not land use decisions as described in ORS 197.015 and are not subject to appeal as land use decisions

Updated 6/10
Application Check List (for departmental use only)

Date Received: 7/22/14  Fee paid: $300.00

Receipt number: 1627691  Check number: ________

Application accepted by: ________ Completeness reviewed by: ________

Other applications included: ________________________________

Review procedure type: Ministerial ________

Land Use Dec. ________ Date deemed complete: ________

____ Lawfully Created Parcel(s)/Lot(s)
____ Owner(s) signature
____ Consent if not Owner
____ Applicant(s) signature
____ Complete Plot Plan

____ Property #1 contains: Sewage system ________ Access ________
____ Property #2 contains: Sewage system ________ Access ________

Property development standards can be met:

Property #1: Size ______ Setbacks ______ Coverage ______ Width ______ Depth ______ Frontage ______
Property #2: Size ______ Setbacks ______ Coverage ______ Width ______ Depth ______ Frontage ______

____ Proposal is located within:

Zoning District _______________ Plan designation _______________
UGB (identify) _______________ Planning area _______________
Airport notification area _______________
Please place a check mark on the appropriate type of review that has been requested. An incomplete application will not be processed. Applicant is responsible for completing the form. Attach additional sheets to answer questions if needed.

A. Applicant/Owner:

Name: Jo Ann Buzunis
Address: P.O. Box 406
City: Randon
Telephone: ________________________ State: OR Zip Code: 97411

B. Applicant/Owner:

Name: Charles & Phyllis Morey
Address: 55838 Tom Smith Rd.
City: Randon
Telephone: ________________________ State: OR Zip Code: 97411

C. Property Descriptions:

Property #1
Township 28 S Range 14 W Section 21 Tax Lot 2000
Tax Account 968200 Lot Size 4.96 Ac Zoning District R1R-2

Property #2
Township 28 S Range 14 W Section 21 Tax Lot 1800
Tax Account 968302 Lot Size 4.22 Ac Zoning District R1R-2

D. Required Information to Submit with Application pursuant to Section 3.3.151 of the CCZLDO.

1. A scaled plot plan shall be submitted with an application for a property line adjustment showing: (Please try to draw your plot plan on paper that is easily copied or provide smaller copies with the larger map)

   a. All existing property lines;
   b. The proposed location of the adjusted property line;
   c. The location of existing buildings, with distances to the existing and the proposed property line;
   d. The location of septic systems, wells and easements, and their distances from the existing and the proposed property line; and
   e. The existing size and the proposed size of each lot or parcel, in square feet or acres.

2. Written consent from all owners of the properties that will be modified by the property line adjustment.

3. A copy of all current deeds of record for parcels involved.

4. Describe the purpose of the property line adjustment.
E. Authorization:
All areas must be initialed by all applicant(s) prior to the Planning Department accepting any application.

I hereby attest that I am authorized to make the application for a conditional use and the statements within this application are true and correct to the best of my knowledge and belief. I affirm that this is a legally created tract, lot or parcel of land. I understand that I have the right to an attorney for verification as to the creation of the subject property. I understand that any action authorized by Coos County may be revoked if it is determined that the action was issued based upon false statements or misrepresentation.

ORS 215.416 Permit application; fees; consolidated procedures; hearings; notice; approval criteria; decision without hearing. (1) When required or authorized by the ordinances, rules and regulations of a county, an owner of land may apply in writing to such persons as the governing body designates, for a permit, in the manner prescribed by the governing body. The governing body shall establish fees charged for processing permits at an amount no more than the actual or average cost of providing that service. The Coos County Board of Commissioners adopt a schedule of fees which reflect the average review cost of processing and set-forth that the Planning Department shall charge the actual cost of processing an application. Therefore, upon completion of review of your submitted application/permit a cost evaluation will be done and any balance owed will be billed to the applicant(s) and is due at that time. By signing this form you acknowledge that you are response to pay any debt caused by the processing of this application. Furthermore, the Coos County Planning Department reserves the right to determine the appropriate amount of time required to thoroughly complete any type of request and, by signing this page as the applicant and/or owner of the subject property, you agree to pay the amount owed as a result of this review. If the amount is not paid within 30 days of the invoice, or other arrangements have not been made, the Planning Department may chose to revoke this permit or send this debt to a collection agency at your expense.

I understand it is the function of the planning office to impartially review my application and to address all issues affecting it regardless of whether the issues promote or hinder the approval of my application. In the event a public hearing is required to consider my application, I agree I bare the burden of proof. I understand that approval is not guaranteed and the applicant(s) bear the burden of proof to demonstrate compliance with the applicable review criteria.

As applicant(s) I/we acknowledge that is in my/our desire to submit this application and staff has not encouraged or discouraged the submittal of this application.

As the applicant(s) I/we acknowledge pursuant to Section 3.3.151(6), the property line adjustment deed must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.

Applicant(s) Original Signature

Date

Applicant(s) Original Signature

Date

Updated 6/10
ORS 215.416 Permit application; fees; consolidated procedures; hearings; notice; approval criteria; decision without hearing. (1) When required or authorized by the ordinances, rules and regulations of a county, an owner of land may apply in writing to such persons as the governing body designates, for a permit, in the manner prescribed by the governing body. The governing body shall establish fees charged for processing permits at an amount no more than the actual or average cost of providing that service. The Coos County Board of Commissioners adopt a schedule of fees which reflect the average review cost of processing and set-forth that the Planning Department shall charge the actual cost of processing an application. Therefore, upon completion of review of your submitted application/permit a cost evaluation will be done and any balance owed will be billed to the applicant(s) and is due at that time. By signing this form you acknowledge that you are response to pay any debt caused by the processing of this application. Furthermore, the Coos County Planning Department reserves the right to determine the appropriate amount of time required to thoroughly complete any type of request and, by signing this page as the applicant and/or owner of the subject property, you agree to pay the amount owed as a result of this review. If the amount is not paid within 30 days of the invoice, or other arrangements have not been made, the Planning Department may choose to revoke this permit or send this debt to a collection agency at your expense.

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As applicant(s) I/we acknowledge that is in my/our desire to submit this application and staff has not encouraged or discouraged the submittal of this application.

As the applicant(s) I/we acknowledge pursuant to Section 3.3.151(6), the property line adjustment deed must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.

Charles F. Macey
Applicant(s) Original Signature
Date 7/11/14

Phyllis H. Macey
Applicant(s) Original Signature
Date 7/11/14
THE PURPOSE OF THE ADJUSTMENT IS TO TRADE PROPERTY FOR PROPERTY SO A NEW DRIVEWAY CAN BE CONSTRUCTED TO T.L. 2000. THERE ARE NO EASEMENTS OR STRUCTURES WITHIN 10 FEET OF THE PROPOSED NEW LINES.

Troy Rambo, LS 2865
PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE dated August 10, 2010, by and between Charles Walter Littlejohn, the duly appointed, qualified and acting personal representative of the estate of Sarah S. Wright, deceased, hereinafter called the first party, and Charles E. Morey and Phyllis H. Morey, as tenants by the entirety, hereinafter called the second party, WITNESSETH:

For value received and the consideration hereinafter stated, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the second party and second party's heirs, successors and assigns all the estate, right and interest of the estate of the deceased, whether acquired by operation of the law or otherwise, in that certain real property situated in the County of Coos, State of Oregon, described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same unto the second party, and the second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $175,000.00. "However, the actual consideration consists of or includes other property or value given or promised which is part of the whole (indicate which) consideration." (The sentence between the symbols", if not applicable, should be deleted. See ORS 93.030.)


IN WITNESS WHEREOF, the first party has executed this instrument; if first party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

[Signature]

Charles Walter Littlejohn, Personal Representative of the Estate of Sarah S. Wright, Deceased
State of OREGON
COUNTY of Coos

This instrument was acknowledged before me on August 10, 2010

by CHARLES WALTER LITTLEJOHN AS PERSONAL REPRESENTATIVE OF THE ESTATE OF
SARAH S. WRIGHT, DECEASED

Notary Public - State of Oregon
My commission expires: 25.04.04

EXHIBIT "A"

Five acres, more or less, including all the land situated west of Tom Smith Road, sometimes known as Wilson Road, included in the SE 1/4 of the SE 1/4 of the NW 1/4 and the NE 1/4 of the NE 1/4 of the SW 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

ALSO: Beginning at a point 30 feet North of the Southeast corner of the N 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence West 34.64 feet; thence North parallel to the East line of the said N 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 to the North line thereof; thence East along said North line to the Northeast corner of said N 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4; thence South along the East line thereof to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to John F. Schrank, et al, by deed recorded May 7, 1980 bearing Microfilm Reel No. 80-2-5624, Records Coos County, Oregon.
July 21, 2014

Mulkins & Rambo, LLC
Troy Rambo
PO Box 809
North Bend, OR 97459

LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011150 Fee: $100.00
Your Reference Information: Charles E. Morey and Phyllis H. Morey, 55838 Tom Smith Rd, Bandon, OR 97411

We have searched our Tract Indices as to the following described real property:

Five acres, more or less, including all the land situated West of Tom Smith Road, sometimes known as Wilson Road, included in the SE 1/4 of the SE 1/4 of the NW 1/4 and the NE 1/4 of the NE 1/4 of the SW 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

ALSO: Beginning at a point 30 feet North of the Southeast corner of the N 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence West 34.64 feet; thence North parallel to the East line of the said N 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 to the North line thereof; thence East along said North line to the Northeast corner of said N 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4; thence South along the East line thereof to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to John F. Schrank, etal, by deed recorded May 7, 1980 bearing Microfilm Reel No. 80-2-5624, Records Coos County, Oregon.

and as of July 17, 2014 at 08:00-AM we find the the last deed of record runs to:

Charles E. Morey and Phyllis H. Morey, as tenants by the entirety

We also find the following monetary encumbrances of record:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

7. The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF EXCEPTIONS

A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2013-2014
Amount: $2,056.79
Levy Code: 5403
Account No.: 968302
Map No.: 28-14-21 TL#1800

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

B. Note: The last conveyance(s) affecting said Land, which recorded over 24 months of the date of this report, are as follows:

Grantor: Charles Walter Littlejohn, the duly appointed, qualified and acting personal representative to the estate of Sarah S. Wright, deceased
Grantee: Charles E. Morey and Phyllis H. Morey, as tenants by the entirety
Recording Date: August 10, 2010
Recording No: 2010-7295

The above information is the result of a limited search requested by the addressee and does not represent a commitment to issue any policy of title insurance. Ticor Title Company shall have no liability for any errors or omissions in this limited search which is utilized for monetary lien information only. No third party shall have any right to rely upon this information for any purpose. Liability in connection with this search is expressly limited to the fee paid.

Ticor Title Company

[Signature]

Ellen Breiter
This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for the variations, if any, in dimensions and locations ascertained by actual survey.

TICOR TITLE COMPANY
STATUTORY WARRANTY DEED

Mark Hebel and Sharon Martin, who acquired title as Sharon Hebel, Grantor, conveys and warrants to Jo Ann Buzunis, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:
1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is $235,000.00. (Here comply with requirements of ORS 93.030)

Dated this ______ day of ______ 20______.

Mark Hebel

Sharon Martin, who acquired title as Sharon Hebel.

STATE OF Oregon
County of Coos

This instrument was acknowledged before me on this ______ day of December, 20______.

by Sharon Hebel, Martin, who acquired title as Sharon Hebel.

Notary Public for Oregon
My commission expires: 7/11/11

VICKI ROSSBACK
NOTARY PUBLIC - OREGON
COMMISSION NO. 418114
MY COMMISSION EXPIRES JULY 11, 2011

Page 2 of 4
REPUBLIC OF THE PHILIPPINES
BALIBAGO, ANGELES CITY

This instrument was acknowledged before me on this 21st day of December, 2010 by Mark Hebel, who exhibited his Drivers License No. L10-09-005958 expiring on April 5, 2013 and acknowledges that he executed the foregoing statutory warranty deed.

Notary Public for
My commission expires:

JEROME T. PARAS
Notary Public- Angeles City
Until December 31, 2010
Commission No: 2009- 210
PTR no: 1528729/01- 06-10/A.C
IBP no: 793089/01- 06- 2010/Pamp,
Roll of Attorney's no. 32799
No. 7 Lachica Bldg., Marlim Ave.,
Diamond Subd., Balibago, A.C.
EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Coos, State of Oregon, described as follows:


EXCEPT THAT PORTION CONVEYED TO SARAH WILSON WRIGHT IN DEEDRecorded MAY 07, 1980, BEARING MICROFILM REEL NO. 80-2-5626, RECORDS OF COOS COUNTY, OREGON.

LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011147  Fee: $100.00
Your Reference Information: Jo Ann Buzunis, 55836 Tom Smith Rd, Bandon, OR 97411

We have searched our Tract Indices as to the following described real property:

The North 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPT that portion conveyed to Sarah Wilson Wright in deed recorded May 7, 1990, bearing Microfilm Reel No. 80-2-5626, Records of Coos County, Oregon.

ALSO: Beginning at the point where the Westerly right of way line of Tom Smith County Road intersects the West line of the NE 1/4 of the NE 1/4 of the SW 1/4, of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence extending North on said West line and the West line of the SE 1/4 of the SE 1/4 of the NW 1/4, of said Section to a point which is 30 feet North of the Southeast corner of the North 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 of said Section; thence East 15 feet; thence South parallel to the West lines of the SE 1/4 of the SE 1/4 of the NW 1/4 and NE 1/4 of the NE 1/4 of the SW 1/4 of said Section to intersect with Tom Smith Road right of way; thence Southwesterly along said right of way to the place of beginning.

and as of July 17, 2014 at 08:00-AM we find the the last deed of record runs to:

Jo Ann Buzunis, an estate in fee simple

We also find the following monetary encumbrances of record:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.

5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

7. The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

8. A deed of trust to secure an indebtedness in the amount shown below,

   Amount: $200,000.00
   Dated: April 11, 2014
   Trustor/Grantor: Jo Ann Buzunis
   Trustee: First American Title Company
   Beneficiary: First Community Credit Union
   Recording Date: April 16, 2014
   Recording No: 2014-02787

   The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

END OF EXCEPTIONS

A. Note: Property taxes for the fiscal year shown below are paid in full.

   Fiscal Year: 2013-2014
   Amount: $2,255.54
   Levy Code: 5403
   Account No.: 968200
   Map No.: 28-14-21 TL#2000

   Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

B. Note: The last conveyance(s) affecting said Land, which recorded last 24 months of the date of this report, are as follows:

   Grantor: Mark Hebel and Sharon Martin, who acquired title as Sharon Hebel
   Grantee: Jo Ann Buzunis
   Recording Date: January 5, 2011
   Recording No: 2011-126

The above information is the result of a limited search requested by the addressee and does not represent a commitment to issue any policy of title insurance. Ticor Title Company shall have no liability for any errors or omissions in this limited search which is utilized for monetary lien information only. No third party shall have any right to rely upon this information for any purpose. Liability in connection with this search is expressly limited to the fee paid.
FIRST AMERICAN TITLE
RECORDED BY
REFERENCE #: 32-324-1

LINE OF CREDIT DEED OF TRUST
and Request for Notice of Default

THIS DEED OF TRUST PROVIDES FOR A REVOLVING LINE OF CREDIT WITH A VARIABLE RATE OF INTEREST. DEFAULT ON PAYMENTS MAY RESULT IN THE LOSS OF YOUR HOME.

This Deed of Trust is given on 11 April, 2014, by Jo Ann Buxonis.

Hereinafter referred to as ("Borrower" or "Grantor"), to the Trustee, First American Title Company ("Trustee"), whose address is 172 Anderson Ave, Ste 105 Coos Bay, OR 97420, for the benefit of First Community Credit Union as beneficiary, a corporation organized and existing under the laws of the United States, whose address is 200 N. Adams Street, Coquille, OR 97423 ("Lender" or "Grantor").

Borrower does hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property (or the leasehold estate if this Deed of Trust is on a leasehold) located in the County of Coos State of Oregon:

Legal Description: Please see "exhibit A" attached.

Assessor’s Property Tax Parcel or Account No.:

which has the street address of 55336 Tom Smith Rd, Bandon, OR 97411; together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appurtenances, or riparian rights now or hereafter belonging to or in any way appertaining to the property, and (iv) all of Borrower’s rights, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoin thereon, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Deed of Trust as the “Property.” Lender has agreed to make advances to Borrower under the terms of the Plan, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance (including finance charges, fees, taxes, and other additional amounts) owing at any one time under the Plan shall not exceed Two Hundred Thousand (\$200,000.00) ("Maximum Principal Balance" or "Credit Limit"). This deed of trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Lender’s obligation to advance funds to Borrower. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding a zero balance. On the Maturity Date, or Final Payment Date, 25 years from the date of this Deed of Trust, the entire Debt under the Plan, if not paid earlier, is due and payable.

Tax statements shall be sent to: PO BOX 2927, LA PINE, OR 97739

This Deed of Trust is given to secure to Lender the following:
1. The repayment of all indebtedness, including principal, finance charges at a rate which may vary from time to time, taxes, special assessments, insurance, late fees, and any other charges and collection costs due and to become due ("Debt") under the terms and conditions of the Home Equity Open-end Credit Plan. Truth in Lending Disclosure Statement and Credit Agreement made by Borrower and dated the same day as this Deed of Trust, including any and all modifications, amendments, extensions and renewals thereof ("Plan").
2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Plan;
3. The performance of Borrower’s covenants and agreements under this Deed of Trust and under the Plan.

Complete if Applicable:
The Property is part of a condominium project known as

The Property includes Borrower’s unit and all Borrower’s rights in the common elements of the condominium project.
The Property is in a Planned Unit Development known as

1000 LASER SYM 07/06/12 6-2012 page 1 of 5 COPYRIGHT 2000 Seresco Financial Group, Inc. All rights reserved.
A. REPRESENTATIONS
Borrower hereby represents to Lender as follows:
1. Validity of Security Documents. (a) The execution, delivery and performance by Borrower of the Agreement, the Deed of Trust and all other documents and instruments now or hereafter furnished to Borrower to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any deed of trust, indenture, trust agreement or other instrument to which Borrower is a party or by which Borrower or any of Borrower's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such deed of trust, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's property or assets, except as contemplated by the provisions of the Security Documents; and
   (b) The Security Documents, as and when executed and delivered by Borrower, constitute the legal, valid and binding obligations of Borrower in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.
2. Other Information. All other information, reports, papers and data given to Lender, or to Lender's legal counsel, with respect to Borrower, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.
3. Title. Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed of Trust. Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Deed of Trust.
4. Litigation. There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Borrower, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.
5. Environmental Indemnity. Borrower shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

B. ADDITIONAL COVENANTS
Until the entire Debt shall have been paid in full, Borrower covenants and agrees as follows:
6. Payment of Indebtedness. Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Deed of Trust, and the Security Documents.
7. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may become due and payable to the holder of a prior mortgage or deed of trust or for repairs, maintenance and replacement of, or for other improvements to, the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an Institution). Lender may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Borrower pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to be paid and maintained for said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly return to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 7 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

8. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Plan and paragraphs 6 and 7 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 7 hereof, second, in the order Lender chooses to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Plan.
9. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and at such premiums as Lender may require. If Borrower cannot obtain insurance at a cost that is determined by Lender to be reasonable and not excessive, such insurance shall be obtained by Lender and the cost of such insurance shall be charged to Borrower. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option to the restoration or repair of the Property or to the sums secured by this Deed of Trust.

10. Repair. Borrower shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Borrower agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Borrower agrees not to alter or remove any structure or fixture in the Property without Lender's prior written consent. Borrower shall maintain all structures and fixtures so as to prevent any act or thing which might adversely affect or impair the value or usefulness of the Property. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

11. Restoration Following Uninsured Casualty. In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, fire or otherwise, resulting in damage to or destruction of the Property, Borrower shall give notice thereof to Lender and Borrower shall promptly at Borrower's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its true, condition and character immediately prior to such damage or destruction.

12. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, with finance charges thereon, at the rates provided in the Plan, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this Paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

13. Leaseholds; Assignment of Rents. If this Deed of Trust is on a leasehold, Borrower shall comply with all provisions of any lease. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower, prior to acceleration or declaration of the Debt, have the right to collect and retain such rents as they become due and payable. Upon acceleration or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Compliance with Laws. Borrower shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of any duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

16. Performance of Other Agreements. Borrower shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

17. Inspection. Borrower shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

18. Hold Harmless. Borrower shall, at Borrower's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Borrower, except as may be the direct result of Lender's negligence. Borrower
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shall pay all expenses incurred by the Lender in defending itself with regard to any and all claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

19. Expenses. Borrower shall pay or reimburse Lender for all reasonable costs and expenses paid or incurred by Lender in any action, proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Borrower, or the Property, including, without limitation, to the foreclosure or other enforcement of this Deed of Trust; any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Borrower shall be treated as Advances in accordance with Paragraph 20 thereof.

20. Advances. In the event Borrower fails to perform any act required of Borrower by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Lender may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Lender, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Deed of Trust and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Deed of Trust as though originally a part of the principal amount of the Debt.

21. Use Violations. Borrower shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

22. Taxes; Liens. Borrower shall pay all taxes, assessments, charges, fines, leasehold payments or ground rents, and impositions attributable to the Property. To the extent these are escrow items, they shall be paid in accordance with the "Funds for taxes and Insurance" paragraph. Borrower shall not, without the prior written consent of Lender, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens."). In the event Borrower fails to promptly discharge any such Liens, Lender may, but shall not be obligated to, do so and any amounts paid or incurred by Lender (including reasonable attorneys' fees in connection therewith), shall be treated as Advances in accordance with Paragraph 20 hereof.

23. Transfer of the Property. Borrower shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior notice and the prior written consent of Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Deed of Trust.

If Lender exercises Lender's option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower. Even if Borrower transfers the Property, Borrower will continue to be obligated under the Plan and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Plan.

24. Default; Termination and Acceleration; Remedies. If Borrower breaches any covenant or agreement in this Deed of Trust or the Plan, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give notice as provided in the Notice paragraph contained herein and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date, not less than thirty days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Deed of Trust to be immediately due and payable, and may invoke the POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable trustee's and attorney's fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person(s) legally entitled to it.

25. Borrower's Rights to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the five day before sale of the Property pursuant to any power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) cures all other events of default under this Deed of Trust and the Credit Agreement; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not
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<td>limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 24.</td>
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<td>26. Condemnation. In the event of any condemnation or other taking of any part or all of the Property, or for conveyance in lieu of condemnation, all awards or other compensation for such taking shall be paid to Lender for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any event of default or extending the time for making any payment due hereunder or under the Agreement.</td>
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<td>27. Prior Deed of Trust. If this Deed of Trust is subject to a prior deed of trust, the lien of which is senior to the lien of this Deed of Trust, Borrower agrees to pay each installment of the debt secured by the prior deed of trust when it is due, whether by acceleration or otherwise. Borrower also agrees to pay and perform all other obligations of the Lender under the prior deed of trust. Borrower agrees to provide Lender with proof of payment or performance under the prior deed of trust whenever Lender requests it. If Borrower fails to pay any installment of principal or interest when it is due or if Borrower fails to pay or perform any other obligation under the prior deed of trust; Lender has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Borrower's behalf. Any amounts Lender spends in performing Borrower's obligations will become part of the Debt, payable by Borrower on Lender's demand, and will bear interest at the same rate as the Debt bears from time to time. Lender may rely upon any written notice of default under the prior deed of trust that Lender receives from the holder of the prior deed of trust even though Borrower questions or denies the existence, extent, or nature of the default. Borrower shall not renew, extend or modify the prior deed of trust, and shall not increase the debt secured by the prior deed of trust, without Lender's prior written consent.</td>
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<td>28. Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Plan, and shall continue in full force and effect until the Debt shall have been paid in full.</td>
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<td>29. Further Assurances. Borrower shall, upon the reasonable request of Lender, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be conveyed thereby and any renewals, additions, substitutions, replacements or betterments thereto.</td>
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<td>30. Recording and Filing. Borrower shall cooperate with Lender to cause those Security Documents for which constructive notice must be given to protect Lender (and all supplements thereto) to be at all times recorded and filed, and re-recorded and re-filed, in such manner and in such places as Lender shall reasonably request, and Borrower shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State in which the recording or filing takes place.</td>
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<td>31. Loan Expenses. Borrower shall pay all applicable costs, expenses and fees set forth in the Agreement.</td>
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<td>32. No Representation by Lender. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender, pursuant to this Deed of Trust, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Lender shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.</td>
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<td>33. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.</td>
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<td>34. Incorporation of Agreement. Each and every term, covenant and provision contained in the Plan is, by this reference, incorporated into this Deed of Trust as if fully set forth herein.</td>
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<td>35. Waiver of Homestead. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.</td>
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<td>36. Notice. Except for any notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed to each party's address as listed on page 1, or at such other address as may be designated by notice as provided herein.</td>
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<td>37. Covenants Running With the Land. All covenants contained in this Deed of Trust shall run with the Land.</td>
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<td>38. Successors and Assigns. All of the terms of this Deed of Trust shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Borrower and Lender, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Deed of Trust.</td>
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<td>39. Multiple Borrower. Borrower's covenants and agreements hereunder shall be joint, several and primary. Any Borrower who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to deed of trust, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, foreclose or make any accommodations with regard to the terms of this Deed of Trust or the Agreement without that Borrower's consent.</td>
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<td>40. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Plan conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Plan which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Plan are declared to be severable. As used herein, &quot;costs,&quot; &quot;expenses&quot; and &quot;attorneys' fees&quot; include all sums to the extent not prohibited by applicable law or limited herein.</td>
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41. Modification. This Deed of Trust may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

42. Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Plan. When according to the terms of the Plan, no more advances will be made, and Borrower has paid all sums secured by this Deed of Trust (or earlier if required by applicable law), Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debt secured hereunder. Trustee shall reconvey the Property without warranty to the person(s) legally entitled to it. To the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and discharge and require Borrower to pay costs of recordation, if any.

43. Strict Performance. Any failure by Lender to insist upon strict performance by Borrower of any of the terms and provisions of this Deed of Trust or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or any of the Security Documents, and Lender shall have the right thereafter to insist upon strict performance by Borrower of any and all of them.

44. Substitute Trustee. Lender, at its option, may at any time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

45. Borrower's Copy. Borrower shall be furnished a copy of the Plan and of this Deed of Trust at the time of execution or after recordation hereof.

46. Headings. The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.

47. Riders. If one or more riders are attached to and made a part of this Deed of Trust, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust.

48. Waiver of Statutes of Limitation. To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

49. Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

50. Attorney's Fees. As used in this Deed of Trust and the Plan, attorney's fees shall include those awarded by an appellate court.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

SIGNATURES AND ACKNOWLEDGEMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

[Signature]
Jo Ann Buzunis

(Seal)

[Signature]
Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

STATE OF Oregon, County of Deschutes
On this 11th day of April, 2014, before me personally appeared,
Jo Ann Buzunis

and acknowledged the foregoing to be his/her free act and deed.

[Signature]
Matthew G Nicassio
Notary Public
Commission No. 4600196
My Commission Expires: 09/15/2015

REQUEST FOR FULL RECONVEYANCE
(TO BE USED ONLY WHEN LOAN HAS BEEN FULLY PAID)

TO TRUSTEE:

The undersigned is the holder of the Plan secured by this Deed of Trust. Said Plan, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said Plan and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: __________________________
Exhibit "A"

Real property in the County of Coos, State of Oregon, described as follows:


EXCEPT THAT PORTION CONVEYED TO SARAH WILSON WRIGHT IN DEED RECORDED MAY 07, 1980, BEARING MICROFILM REEL NO. 80-2-5626, RECORDS OF COOS COUNTY, OREGON.


NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.