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 ministerial¹ 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: 7/30/14  Fee paid: $200.00
Receipt number: 162779  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 ________________

Updated 6/10
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: MARION GOODMAN
Address: 63429 SIERRA RD.
City: COOS BAY, OR 97420
State: OR Zip Code: 97420
Telephone: 541-269-2884

B. Applicant/Owner:

Name: ROBERT CATHY HOUSTON
Address: 63415 SIERRA RD.
City: COOS BAY
State: OR Zip Code: 97420
Telephone: 541-269-9793

C. Property Descriptions:

Property #1
Township 26S Range 13W Section 4 DA Tax Lot 500
Tax Account 7603400 Lot Size 1.43 AC Zoning District UR-2

Property #2
Township 26S Range 13W Section 4 DA Tax Lot 500
Tax Account 7603800 Lot Size 0.89 AC Zoning District UR-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.

Updated 6/10
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(5), 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)
LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011161  Fee: $100.00
Your Reference Information: Robert Houston and Cathy Houston, 63415 Sierra Rd, Coos Bay, OR 97420

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

Lot 4, Block 3, Mountain View Terrace Division II, Coos County, Oregon

and as of July 18, 2014 at 08:00-AM we find the the last deed of record runs to:

Robert Houston and Cathy Houston, 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 (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. A deed of trust to secure an indebtedness in the amount shown below,

Amount: $148,326.00
Dated: January 20, 2007
Trustor/Grantor: Robert Houston and Cathy Houston
Trustee: Ticor Title
Beneficiary: American General Financial Services (DE), Inc.
Recording Date: January 22, 2007
Recording No: 2007-900

END OF EXCEPTIONS

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

Fiscal Year: 2013-2014
Amount: $903.43
Levy Code: 943
Account No.: 7603300
Map No.: 26-13-04DA TL#400

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.

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
Ellen Breiter
IN CONSIDERATION of fulfillment of that certain Contract of Sale dated March 29, 1985, in the Face Value of $35,000 and recorded on March 29, 1985, in #85 1 3781, in Coos County, the STATE OF OREGON, by and through the Director of Veterans' Affairs, Grantor, does hereby grant, bargain, sell, and convey unto ROBERT HOUSTON and CATHY HOUSTON, husband and wife, Grantee, all of the Grantor's right, title and interest to the following-described real property at 63415 SIERRA ROAD, COOS BAY, OREGON 974208257 in Coos County, State of Oregon, to wit:

Lot 4, Block 3, Mountain View Terrace Division II, Coos County, Oregon. Together with the following described Mobile Home which is firmly affixed to the property: 1979 Glenbrook, 24' x 60' Mobile Home, Serial #ORFL2B906480193.
AND FURTHER SUBJECT TO:

1. Any taxes for 2003-2004 when due or payable.
2. Any Right of Redemption as provided by law.
4. Easement for ingress and egress above and below the surface of the land as implied by reservation of mineral rights in deed recorded March 8, 1946, in Book 160, Page 334, Deed Records of Coos County, Oregon.
5. Easements as delineated or dedicated on the recorded plat. For Slopes. Affects the Westerly 20 feet of said Lot 4.
6. Road Maintenance Agreement and Covenants recorded April 13, 1979, as Microfilm Reel No. 79-2-5273, Records of Coos County, Oregon.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930."

IN WITNESS WHEREOF, the State of Oregon, acting by and through the Director of Veterans’ Affairs (Grantor), has caused these presents to be executed March 11, 2003, at Salem, Oregon. The foregoing recital of consideration is true as I verily believe.

DIRECTOR OF VETERANS’ AFFAIRS - Grantor

By:  

Joyce D. Hlopek, Accounts Services Manager

STATE OF OREGON )
County of Marion ) ss.

On March 11, 2003,

this instrument was acknowledged before me by the above-named Joyce D. Hlopek, Accounts Services Manager, who personally appeared, and, being first duly sworn, did say that she is authorized to sign the foregoing document on behalf of the Oregon Department of Veterans’ Affairs by authority of its Director.

Before me:  
Notary Public for Oregon

[Stamp]
AMERICAN GENERAL FINANCIAL SERVICES
210 S. 4th STREET
COOS BAY, OR 97420-1605

AFTER RECORDING RETURN TO:
Ticon Title Insurance
300 West Anderson Ave - Box 1078
Coe Bay, OR 97420-2338

(For Recorder's Use)

AMERICAN GENERAL FINANCIAL SERVICES

TRUST DEED TO CONSUMER FINANCE LICENSEE

THIS TRUST DEED, made this 20TH day of JANUARY, 2007

between

ROBERT HOUSTON AND CATHY HOUSTON

as Grantor, and

TICON TITLE

as Trustee, and American General Financial Services (DE), Inc., as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in

COOS County, Oregon, described as:

LOT 4, BLOCK 3, PLAT OF MOUNTAIN VIEW TERRACE, DIVISION II, COOS COUNTY, OREGON

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate, FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of the grantor herein contained and also securing the payment of the sum of $148,326.00

this day actually loaned by the beneficiary to the grantor for which sum the grantor has given his note/loan agreement of even date which provides for monthly payments, with the full debt, if not paid earlier, due an payable on

01/25/22

MONTH DAY YEAR

THIS TRUST DEED AND THE NOTE/LOAN AGREEMENT IT SECURES ARE NOT ASSUMABLE.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note/loan agreement becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the trustee, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, and at the option of the holder thereof, upon demand, shall become immediately due and payable.

The above described real property ☐ is ☑ is not (state which) currently used for agricultural, timber or grazing purposes.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. The licensee is always the beneficiary. This form not suitable for loans less than $2,000.

ORS471 (10-17-04) Real Estate Deed of Trust

COOS COUNTY CLERK, OREGON TOTAL $41.00 01/22/2007 #2007-900

TERRI L. TURI, C.C.C., COUNTY CLERK 01:33PM 1 OF 4
To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any
building or improvement thereon; not to commit or permit any waste of said property.

To complete or restore promptly and in good and workmanlike manner any building or improvement which may
be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property;
if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code
as the beneficiary may require and to pay for filing same in the proper public office or offices.

To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises
against fire or damage by fire or any other peril of the like kind whether by explosion, malicious mischief in an amount not less
than $146,725.00, written in companies acceptable to the beneficiary, with loss payable to the
lender and to grantor as their interests may appear; all policies of insurance shall be delivered to the beneficiary as soon as
insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the
beneficiary at least fifteen days in advance of the expiration of any policy of insurance now or hereafter placed on said
property, the beneficiary may procure the same at grantor's expense. Grantor hereby authorizes and directs beneficiary
to procure, if procurable, such credit life or credit life and disability insurance as grantor may have authorized, pay the
premiums on all such insurance and deduct the amounts so paid actually from the proceeds of the loan. The amount
collected or due and payable by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so
paid, collected, or advanced, or any part thereof, may be released to grantor. Such application or release shall not
nullify or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Should
the grantor fail to so insure or to preserve the collateral for this loan, the beneficiary may purchase such insurance and add the
amounts so paid to the unpaid principal balance to bear interest at the rate specified above and constitute an additional
obligation of the grantor hereunder to be paid over the remaining term of the promissory note/loan agreement which this instrument
secures concurrently with the remaining unpaid installments.

The following warning applies if, as a condition to closing your loan, we have required that you maintain property insurance on property securing this loan:

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we
may purchase insurance at your expense to protect our interest. The insurance may, but need not, also protect your
interest. If the loss occurs before we purchase it, we may not pay any claim you make or any claim
made against you. You may later cancel this coverage by providing evidence that you have obtained property
coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to
your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying
contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage
lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and
may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed
by applicable law.

5. To keep said premiums from construction liens and to pay all taxes, assessments and other charges that may
be levied or assessed or against said property before any part of such taxes, assessments and other charges become
past due or delinquent and promptly deliver receipts therefor to beneficiary.

6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of
beneficiary or trustee.

It is mutually agreed that:

7. In the event that any portion of all said property shall be taken under the right of eminent domain, beneficiary
shall have no rights at all, including, but not limited to, the right to require that all or any portion of the money payable as compensation for such
taking, which is in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily
paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it upon the indebtedness
secured hereby; and grantor agrees, at his own expense, to take such actions and execute such instruments as shall be
necessary in obtaining such compensation, promptly upon beneficiary's request.

8. If this Deed of Trust is subject and subordinate to another Deed of Trust, it is hereby expressly agreed that
should any default be made in the payment of any installment of principal or of interest on said prior Deed of Trust, the
holder of this Deed of Trust may pay such installment of principal or such interest and the amount so paid with legal
interest from the time of such payment may be added to the indebtedness secured by this Deed of Trust and the
accompanying note/loan agreement shall be deemed to be secured by this Deed of Trust, and it is further expressly
agreed that in the event of such default or should any suit be commenced to foreclose said prior Deed of Trust then the
amount secured by this Deed of Trust and the accompanying note/loan agreement shall become due and payable at
any time the holder of this Deed of Trust so demands.

9. At any time and from time to time upon written request of beneficiary and presentation of this deed and the
note/loan agreement for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any
person for the payment of the indebtedness, trustee may: (a) consent to the making of any map or plat of said property;
(b) join in granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement
affecting this deed or the liens or charge thereof; (d) reconvey, without warranty, all or any part of the property. The
grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals
thereof in any matters or facts shall be conclusive proof of the truthfulness thereof.

10. Upon the entering and taking possession of said property, the collection of such rents, issues and profits;
or the proceeds of insurance policies or compensation or awards for any taking or damage to the property, and the
application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act
done pursuant to such notice.

11. Upon default by grantor in payment of any indebtedness secured hereby or in any performance of any
agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an
event and if the above described property is currently used for agricultural, timber or grazing purposes, the beneficiary may
proceed to foreclose mortgage in the manner provided by law for mortgage
foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed
to foreclose this trust deed in equity as a mortgage provided by law or direct the trustee to foreclose this trust deed by
decree. In such event the beneficiary or the trustee shall execute and cause to be recorded his
written notice of default and his election to sell the said described property to satisfy the obligations secured hereby,
whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to
foreclose this trust deed in the manner provided in ORS 89.730 to 89.785.
13. Should the beneficiary elect to foreclose by advertisement and sale and then default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.763, may pay to the beneficiary or his successors in interest respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the obligation secured by the trust deed; (2) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (3) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee, appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its record of record, when recorded in the office of the recording officers of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by action.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real estate property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomever.

The grantor warrants that the proceeds of the loan represented by the above described note/loan agreement and this trust deed are primarily for grantor's personal, family, household or agricultural purposes.

This deed applies to, insures to the benefit of and binds all parties hereto, their heirs, legates, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, of the note/loan agreement secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and year first above written.

Robert Houston

Cathy Houston

(ORS 89.490)

STATE OF OREGON, County of ________________

Personally appeared the above named

ROBERT HOUSTON & CATHY HOUSTON

DATED 1/20/07 and

acknowledged the foregoing instrument to be

THEIR voluntary act and deed.

Notary Public for Oregon

My commission expires: 10 19 07

By: ____________________________

AMERICAN GENERAL FINANCIAL SERVICES

207 S. 4TH STREET

COOS BAY, OR 97420-1909

STATE OF OREGON, County of ________________

Personally appeared ____________________________, and

who, being duly sworn, each for himself and not one for the other, did say that the former is the ____________________________, and that the latter is the ____________________________ of a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before Me:

Notary Public for Oregon

My commission expires: ____________________________
REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

TO: __________ Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

Mail reconveyance and documents to

DATED:    ____________  ____________  ____________

         MONTH       DAY           YEAR

__________________________

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE/LOAN AGREEMENT which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Notice: This is a mortgage subject to special rules under the Federal Truth in Lending Act. Purchasers or Assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the Borrower could assert against the Creditor / Lender.

COGS COUNTY CLERK, OREGON        TOTAL $41.00
TEARI L. TURI, CCC, COUNTY CLERK   01/22/2007        #2007-900
                                      01:33PM         4 OF 4

OR4474 (10-17-04) Real Estate Deed of Trust
July 22, 2014

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

LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011160          Fee: $100.00
Your Reference Information: Marion S. Goodman, 83429 Sierra Rd, Coos Bay, OR 97420

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

Lot 6, Block 3, Mountain View Terrace Division II, Coos County, Oregon.

and as of July 18, 2014 at 08:00-AM we find the the last deed of record runs to:

Marion S. Goodman, 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. Taxes, including current year, have been assessed with an exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

   Exemption: Veteran's
   Tax Account No.: Manufactured Home 167707

8. Order No. 13-05-053PL, including the terms and provisions thereof,

   Debtor: Everett Douglas and Helga Schade and Marion S. Goodman
   Amount: $2,512.00
   Recording Date: June 12, 2013
   Recording No.: 2013-5378

9. 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: $185.20
   Levy Code: 943
   Account No.: 167707
   Map No.: Manufactured Home on 26-13-04DA TL#500

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

   Fiscal Year: 2013-2014
   Amount: $806.39
   Levy Code: 943
   Account No.: 7803400
   Map No.: 26-13-04DA TL#500

   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.

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
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GARY J. PERREIRA and VELDA E. PERREIRA, Grantors, to them, in consideration of $70,000.00, Dollars, paid by the Grantee aforesaid, do, hereby grant, bargain, sell and convey unto ROBERT C. GOODMAN and MARION S. GOODMAN, husband and wife, Grantees, the following described real property, situated in the County of Coos, and State of Oregon, to wit:

LOT 5, BLOCK 3, MOUNTAIN VIEW TERRACE DIVISION II, COOS COUNTY, OREGON.

TOGETHER WITH: 1979 Peerless Mobile Home, Acct. WX-167707

Parcel # 76034.00 K-167707

State of Oregon:

County of Coos:

I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at 3:04 PM, Oct 30, 1991.

By Deputy

 Parcel # 76034.00 K-167707

To have and to hold the granted premises unto the said Grantees, their Heirs and Assigns forever.

And the Grantors do hereby covenant that they are, for all encumbrances, excepting: 1) Mineral Rights as reserved by Coos County recorded 3-8-86 in Book 160, Page 534; 2) Slope easement over Westerly 20 feet as delineated on recorded plat; 3) Turnaround & slope easement as delineated on recorded plat; 4) Road maintenance agreement & covenants recorded 4-13-79 as Deed #79-25712.

and that they will and their Heirs, Executors and Administrators, shall warrant and forever defend the granted premises, against the lawful claims and demands of all persons, except as above stated.

Witness our hand and seal this 29th day of October, 1991.

GARY J. PERREIRA
VELDA E. PERREIRA

STATE OF OREGON
County of Coos

BE IT REMEMBERED, That on this 29th day of October, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named:

Gary J. Perreira and Velda E. Perreira

known to me to be the identical individual aforesaid in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Corinne Clark
Notary Public for Oregon
My Commission expires 10-30-97

STATE OF OREGON
County of Coos

I certify that the within instrument was received for record on __________ at ______ o'clock ______, and was recorded in Book ______ Page ______ Record of Deeds of said county.

Recorder of Conveyances

By

WILLAMETTE VALLEY TITLE CO. 151189 CC
BOARD OF COMMISSIONERS, COUNTY OF COOS, STATE OF OREGON

IN THE MATTER OF DENYING A PETITION FOR VACATION OF A PORTION OF SIERRA ROAD, LOCAL FILE NO. VAC-12-04

ORDER NO.
13-05-053PL

NOW BEFORE the Board of Commissioners sitting for the transaction of County business on the 4th day of June, 2013 is the matter of the vacation of a portion of Sierra Road between Lots 5 and 8 of Block 3 of the Mountain View Terrace Division II Subdivision, Coos County, Oregon, described as follows and as further shown on the map attached hereto, labeled Exhibit "A" and incorporated herein by reference:

Portion of north end for Sierra Road between abutting properties located in Township 26S Range 13W Section 04DA Tax Lots 500 and 600.

AND IT APPEARING to the Board that Everett Douglas and Helga Schade and Marion S. Goodman submitted a petition for said vacation on December 3, 2012 (Case #VAC-12-04);

AND IT FURTHER APPEARING to the Board that the County Roadmaster has submitted a written report finding this vacation to not be in the public interest;

AND IT FURTHER APPEARING that a hearing on this matter was held on April 15, 2013, and that public notice of said hearing was provided as required by ORS 368.346 through publication in The World Newspaper on March 26, 2013 and April 4, 2013; by posting at the property proposed to be vacated on March 25, 2013; and by certified mail to abutting landowners on March 26, 2013;

AND IT FURTHER APPEARING that the Board, having read said Petition and report from the County Roadmaster and the other documents in the record, and having considered the testimony offered at said hearing, has determined that the vacation of the above described portions of Sierra Road is not in the public interest;

NOW, THEREFORE, IT IS HEREBY ORDERED that the petition for the vacation of the above-described portion of Sierra Road is denied;

AND IT IS FURTHER ORDERED that the amount of the costs resulting from these proceedings, not including any recording fees, is $2,512.00, and the above-described petitioners shall be liable for and are hereby directed to pay such sum, after subtracting therefrom any amounts previously paid, and shall additionally be required to pay any and all fees for recording this Order as determined by the County Clerk;

AND IT IS FURTHER ORDERED that this Order and supporting document(s) be recorded with the Coos County Clerk, with copies filed with the County Planning Department, County Assessor, and County Surveyor.

DATED this 4th day of June, 2013.

BOARD OF COMMISSIONERS

[Signatures]
Chair
Commissioner
Commissioner
State of Oregon

County of Coos

This instrument was acknowledged before me this 4th day of June, 2013 by John S. Sweet

[Signature]
Robert "Bob" Raw Melissa (w/x) as Commissioners of Coos County.

[Signature]
Notary Public for Oregon
My Commission Expires: 10/08/13

AFTER RECORDING, RETURN TO:

Douglass & Helga Schade
63430 Sierra Rd.
Coes Bay OR 97420
Prepared by: Troy Rambo, LS 2865

There is no easements of record in the proposed adjusted area.
The intent of the adjustment is to resolve an encroachment (BARN).

Record Plat Bearing/Distance

Calculated Position

@ FID 5/8" REBAR - PLAT CORNER

Legend

TL S 400 & 500 - 26S 13W 4DP
Plat of Mountain View Terrace Division

Robert & Cathy Houston

Marion Goodman

July 22, 2014
Scale 1"=30'equit