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” 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 6.3.

If you have any questions about this application, please feel free to contact this office at 541-396-7770 or visit us at 225 North Adams Street in Owen Building in Coquille, Oregon.

ministerial decisions are not land use decisions as described in ORS 197.015 and are not subject to appeal as land use decisions

Updated 7/14
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: Wade R. & Misty Luckman
Address: 851 E. Cascade Ave
City: Sisters State: OR Zip Code: 97759
Telephone: 541-290-4062

B. Applicant/Owner:
Name: Oregon Dept of Fish & Wildlife
Address: 4034 Fairview Industrial Dr SE
City: Salem State: OR Zip Code: 97302
Telephone: 503-947-6260
Attn: Karen Toft

C. Property Descriptions:
Property #1
Township 27S Range 13W Section 20/21 Tax Lot 801/2101
Tax Account 71102/99917747 Lot Size __________ Zoning District F

Property #2
Township 27S Range 13W Section 29 Tax Lot 1900
Tax Account 711700 Lot Size __________ Zoning District F/EFU

D. Criteria from Article 6.3

ARTICLE 6.3 PROPERTY LINE ADJUSTMENTS
SECTION 6.3.100 PROPERTY LINE ADJUSTMENTS:
As set forth in ORS 92.190(3), the common boundary line between lots or parcels may be
adjusted in accordance with this section without the replatting procedures in ORS 92.180 and
92.185 or the vacation procedures in ORS Ch. 368. Once a lot or parcel line has been adjusted,
the adjusted line shall be the boundary or property line, not the original line. The Director has
authority to approve a line adjustment as a Ministerial Action.

SECTION 6.3.125 PROCEDURE:
1. An application for a line adjustment or elimination shall be filed by the owners of all
lots or parcels affected. The application shall be accompanied by an appropriate fee
and contain the following information:
a. Reason for the line adjustment;
b. Vicinity map locating the proposed line adjustment or elimination in relation to
adjacent subdivisions, partitions, other units of land and roadways;
c. A plot plan showing the existing boundary lines of the lots or parcels affected by
the line adjustment and the approximate location for the proposed adjustment
line. The plot plan shall also show the approximate location of all structures
within ten (10) feet of the proposed adjusted line;
d. A current property report (less than 6 months old) indicating any taxes,
assessment or other liens against the property, easements, restrictive covenants
and rights-of-way, and ownerships of the property of the proposed development.

Updated 7/14
A title report is acceptable.

2. A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:
   a. No parcel is reduced in size contrary to a condition under which it was formed;
   b. The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming; and
   c. Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).

3. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.

4. A line adjustment for a lot or parcel that is less than the minimum lot size before the adjustment and further reduced as a result of the adjustment is permissible provided the applicant submits either:
   a. Proof that, for the lot or parcel reduced in size, sewage disposal is provided by either a publicly owned sewage disposal system, or a privately owned sewage disposal system regulated by the Public Utility Commission of Oregon; or
   b. Written evidence, for the lot or parcel reduced in size, that an on-site septic system that is intended to remain in use after final approval was authorized by an approving authority, or if written evidence is not available, provide a septic system evaluation (prepared by a professional qualified under ORS 700) that certifies the existing system to be properly functioning, and that the existing septic system is either located entirely on the same lot or parcel containing an existing dwelling, or that a proper easement is provided to allow the continued use and maintenance of the system; or
   c. Documentation, for a vacant lot or parcel reduced to less than one (1) acre, that the Department of Environmental Quality has approved the method of sewage disposal. Unless circumstances warrant otherwise (public services), parcels that are greater than one (1) acre shall not be subject to a septic system evaluation in the line adjustment process.

5. In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.
   a. A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
   b. A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
   c. A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.

6. Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, and resource lands, unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.

Updated 7/14
SECTION 6.3.150 EASEMENTS AND ACCESS:
A line adjustment shall have no affect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected then an easement may be created for access to comply with this criterion.

SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:
1. Map and Monuments Required:
   a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
   b. The survey map shall show all structures within ten (10) feet of the adjusted line;
   c. The survey shall establish monuments to mark the adjusted line.
2. Approval and Filing Requirements:
   a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
   b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
   c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
   d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;
   e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.

E. Authorization:
All areas must be initialed by all applicant(s) prior to the Planning Department accepting any application.

[Signature]

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.

Updated 7/14
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 
7/8/14

Applicant(s) Original Signature 
7/9/14

Date 

Date 

Updated 7/14
LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011205
Your Reference Information: Wade R. Luckman and Misty Luckman, 27-13-20 TL#800/805 and 27-13-21 TL#2101

Fee: $100.00

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

That portion of the NE 1/4 of the SE 1/4 of Section 20, and that portion of the NW 1/4 of the SW 1/4 of Section 21, all in Township 27 South, Range 13 West of the Willamette Meridian. Coos County, Oregon, lying North of North Bank Road and East of Beaver Hill County Road.

Together with that portion conveyed by Property Line Adjustment Deed, recorded April 3, 2014 as Instrument No. 2014-02449, Records of Coos County, Oregon, being more particularly described as follows:

A parcel of land located in the NE 1/4 of the SE 1/4 of Section 20, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at a point on the East-West centerline of said Section 20, from which the East quarter corner of Section 20 bears South 89° 08' 55" East a distance of 412.01 feet, and also on the West boundary of Old Beaver Hill Road, a 40 foot road, said point having a tangent of South 66° 52' 02" East; thence along a curve left with a boundary radius of 150 feet, for an arc distance of 58.43 feet through a central angle of 22° 19' 09" to a tangent; thence South 89° 11' 11" East a distance of 127.06 feet to a curve right with a boundary radius of 75 feet; thence along said curve an arc distance of 21.91 feet through a central angle of 16° 44' 29" to a tangent; thence South 72° 26' 42" East a distance of 36.39 feet to a curve right with a boundary radius of 50 feet; thence along said curve an arc distance of 23.66 feet through a central angle of 27° 06' 50" to a tangent; thence South 45° 19' 52" East a distance of 16.26 feet to a curve right with a boundary radius of 15 feet; thence along said curve an arc distance of 12.66 feet through a central angle of 48° 21' 53" to a tangent; thence South 3° 02' 00" West a distance of 6.92 feet to a curve right with a boundary radius of 25 feet; thence along said curve an arc distance of 14.65 feet through a central angle of 33° 34' 30" to a tangent; thence South 36° 36' 31" West a distance of 102.20 feet to a curve left with a boundary radius of 265 feet; thence along said curve an arc distance of 67.80 feet through a central angle of 14° 39' 29" to a tangent; thence South 21° 57' 02" West a distance of 129.44 feet to curve left with a boundary radius of 125 feet; thence along said curve an arc distance of 23.18 feet through a central angle of 10° 37' 25" to a tangent on a private driveway 30 feet wide; thence along said driveway North 56° 49' 37" West a distance of 58.23 feet to a curve left with a centerline radius of 115 feet; thence along said curve for an arc distance of 42.64 feet through a central angle of 21° 14' 45" to a tangent; thence North 78° 04' 22" West a distance of 75.28 feet to a curve right with a centerline radius of 620 feet; thence along said curve an arc distance of 70.62 feet through a central angle of 6° 31' 35" to a tangent; thence North 71° 32' 47" West a
distance of 29.22 to a curve left with a centerline radius of 50 feet; thence along said curve an arc distance of 19.43 feet through a central angle of 22° 15' 41" to a tangent; thence South 86° 11' 32" West a distance of 91.37 feet to a 5/8 inch iron rod at the end of the private driveway; thence North 19° 03' 49" West a distance of 46.73 feet to a 5/8 inch iron rod; thence South 80° 55' 01" West a distance of 231.05 feet to a 5/8 inch iron rod; thence North 0° 51' 05" East a distance of 281.83 feet to a 5/8 inch iron rod on the East-West centerline of said Section 20; thence South 89° 08' 55" East a distance of 483.62 feet to the point of beginning.

and as of July 28, 2014 at 08:00-AM we find the the last deed of record runs to:

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

8. Regulations, levies, liens, assessments, rights of way and easements of Coledo Drainage District.

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

Amount: $420,000.00
Dated: May 13, 2008
Trustor/Grantor: Wade R. Luckman and Misty Luckman
Trustee: Tico Title Insurance Company
Beneficiary: Washington Federal Savings
Recording Date: May 21, 2008
Recording No: 2008-5172
AFFECTS: TAX LOT 800
10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: $64,485.00
Dated: December 22, 2008
Trustor/Grantor: Wade R. Luckman and Misty Luckman
Trustee: U.S. Bank Trust Company NA
Beneficiary: U.S. Bank National Association ND
Recording Date: January 15, 2009
Recording No: 2009-389
AFFECTS: ADDITIONAL PROPERTY

NOTE: Partial Reconveyance recorded April 3, 2013 as Instrument No. 2013-3042 states that it is partially reconveying part of the property encumbered in instrument 2009-389; however, the legal description is the whole property encumbered.

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: $3,765.22
Levy Code: 891
Account No.: 711100
Map No.: 27-13-20 TL#800

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: $432.22
Levy Code: 891
Account No.: 711102
Map No.: 27-13-20 TL#801
Affects: Additional Property, Tax Lot 805 was created out of this Tax Lot

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.

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

Fiscal Year: 2013-2014
Amount: $184.88
Levy Code: 891
Account No.: 712400
Map No.: 27-13-21 TL#2100
Affects: Additional Property, Tax Lot 2101 was created out of this Tax Lot

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 Broff
This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for any, in dimensions and locations ascertained by actual survey.
This map was prepared for assessment purposes only. It is intended 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
LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011205   Fee: $100.00
Your Reference Information: Wade R. Luckman and Misty Luckman, 27-13-20 TL#800/805 and 27-13-21 TL#2101

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

That portion of the NE 1/4 of the SE 1/4 of Section 20, and that portion of the NW 1/4 of the SW 1/4 of Section 21, all in Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, lying North of North Bank Road and East of Beaver Hill County Road.

Together with that portion conveyed by Property Line Adjustment Deed, recorded April 3, 2014 as Instrument No. 2014-02448, Records of Coos County, Oregon, being more particularly described as follows:

A parcel of land located in the NE 1/4 of the SE 1/4 of Section 20, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at a point on the East-West centerline of said Section 20, from which the East quarter corner of Section 20 bears South 89° 08' 55" East a distance of 412.01 feet, and also on the West boundary of Old Beaver Hill Road, a 40 foot road, said point having a tangent of South 66° 52' 02" East; thence along a curve left with a boundary radius of 150 feet, for an arc distance of 58.43 feet through a central angle of 22° 19' 09" to a tangent; thence South 89° 11' 11" East a distance of 127.06 feet to a curve right with a boundary radius of 75 feet; thence along said curve an arc distance of 21.91 feet through a central angle of 16° 44' 29" to a tangent; thence South 72° 26' 42" East a distance of 36.39 feet to a curve right with a boundary radius of 50 feet; thence along said curve an arc distance of 23.66 feet through a central angle of 27° 06' 50" to a tangent; thence South 45° 19' 52" East a distance of 18.26 feet to a curve right with a boundary radius of 15 feet; thence along said curve an arc distance of 12.66 feet through a central angle of 48° 21' 53" to a tangent; thence South 36° 36' 31" West a distance of 6.92 feet to a curve right with a boundary radius of 25 feet; thence along said curve an arc distance of 14.65 feet through a central angle of 33° 34' 30" to a tangent; thence South 36° 36' 31" West a distance of 102.20 feet to a curve left with a boundary radius of 265 feet; thence along said curve an arc distance of 67.80 feet through a central angle of 14° 39' 29" to a tangent; thence South 21° 57' 02" West a distance of 129.44 feet to curve left with a boundary radius of 125 feet; thence along said curve an arc distance of 23.18 feet through a central angle of 10° 37' 25" to a tangent on a private driveway 30 feet wide; thence along said driveway North 56° 49' 37" West a distance of 58.23 feet to a curve left with a centerline radius of 115 feet; thence along said curve for an arc distance of 42.64 feet through a central angle of 21° 14' 45" to a tangent; thence North 78° 04' 22" West a distance of 75.28 feet to a curve right with a centerline radius of 620 feet; thence along said curve an arc distance of 79.62 feet through a central angle of 6° 31' 35" to a tangent; thence North 71° 32' 47" West a
distance of 29.22 to a curve left with a centerline radius of 50 feet; thence along said curve an arc distance of 19.43 feet through a central angle of 22° 15' 41" to a tangent; thence South 86° 11' 32" West a distance of 91.37 feet to a 5/8 inch iron rod at the end of the private driveway; thence North 19° 03' 45" West a distance of 46.73 feet to a 5/8 inch iron rod; thence South 80° 55' 01" West a distance of 231.05 feet to a 5/8 inch iron rod; thence North 0° 51' 05" East a distance of 281.83 feet to a 5/8 inch iron rod on the East-West centerline of said Section 20; thence South 89° 08' 55" East a distance of 483.82 feet to the point of beginning.

and as of July 28, 2014 at 08:00-AM we find the the last deed of record runs to:

Wade R. Luckman and Misty Luckman, 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), encumbrances, 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 service, 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 Farm/Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

8. Regulations, levies, liens, assessments, rights of way and easements of Coaledo Drainage District.

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

Amount: $420,000.00
Dated: May 13, 2008
Trustor/Grantor: Wade R. Luckman and Misty Luckman
Trustee: Ticor Title Insurance Company
Beneficiary: Washington Federal Savings
Recording Date: May 21, 2008
Recording No: 2008-5172
AFFECTS: TAX LOT 800
10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: $64,485.00
Dated: December 22, 2008
Trustor/Grantor: Wade R. Luckman and Misty Luckman
Trustee: U.S. Bank Trust Company NA
Beneficiary: U.S. Bank National Association ND
Recording Date: January 15, 2009
Recording No: 2009-389
AFFECTS: ADDITIONAL PROPERTY

NOTE: Partial Reconveyance recorded April 3, 2013 as Instrument No. 2013-3042 states that it is partially reconveying part of the property encumbered in Instrument 2009-389; however, the legal description is the whole property encumbered.

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: $3,765.22
Levy Code: 891
Account No.: 711100
Map No.: 27-13-20 TL#800

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: $432.22
Levy Code: 891
Account No.: 711102
Map No.: 27-13-20 TL#801
Affects: Additional Property, Tax Lot 805 was created out of this Tax Lot

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.

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

Fiscal Year: 2013-2014
Amount: $184.88
Levy Code: 891
Account No.: 712400
Map No.: 27-13-21 TL#2100
Affects: Additional Property, Tax Lot 2101 was created out of this Tax Lot

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
Re-recorded at the request of Tico Title to add middle initial and vesting previously recorded as microfilm no. 2013-4723.

Space reserved for recorder's use.

After recording, return to Tico Title
330 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0225
7832

BARGAIN AND SALE DEED - STATUTORY FORM

Wade & Misty Luckman
354 Oak Blvd. Hll. E1
Cassville, AR. 72933
Grantee's Name and Address

Wade & Misty Luckman
354 Oak Blvd. Hll. E1
Cassville, AR. 72933
Grantor's Name and Address

951 E. Cassady Avenue
Coralville, IA. 52241-1787

Until requested otherwise, send all notices to (Name and Address):
Wade & Misty Luckman
951 E. Cassady Avenue
Coralville, IA. 52241-1787

The true consideration for this conveyance is $25,000.

Dated: 5/26/13

Wade & Misty Luckman, as tenants by the entirety, grantee,
the following real property situated in

Coralville County, Iowa

See Attached

(If space insufficient, continue description on reverse.)

(Here, comply with the requirements of CRS 93.030.)

Any signature on behalf of a business or other entity is made with the authority of that entity.

STATE OF IOWA, County of Coralville

This instrument was acknowledged before me on May 26, 2013, by Wade & Misty Luckman.

By: Lidia M. Luckman

This instrument was acknowledged before me on May 26, 2013, by

as

of

This instrument was acknowledged before me on May 26, 2013, by

Lisa Al Holley

Notary Public for Iowa

My commission expires 4-14-2019.

PUBLISHER'S NOTE: If using this form to convey real property subject to Oregon Laws 2007, Chapter 859, Section 3, include the required reference.

2013 4723
2013 6885
TRACT 3 DESCRIPTION

That portion of the Northeast quarter of the Southeast quarter of Section 20, and that portion of the Northwest quarter of the Southwest quarter of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, lying North of North Bank County Road and East of Beaver Hill County Road.
Grantee Address: 951 E. Cascade Ave., Sisters, OR 97759
After recording return to: Wade R. & Misty Luckman, 951 E. Cascade Ave., Sisters, OR 97759
Send tax statements to: Wade R. & Misty Luckman, 951 E. Cascade Ave., Sisters, OR 97759

PROPERTY LINE ADJUSTMENT DEED

Wade R. Luckman and Misty Luckman, as tenants by the entirety, Grantor(s), conveys and warrants to Wade R. Luckman and Misty Luckman, as tenants by the entirety, Grantee(s), free of encumbrances except those of record, the following real property:

A parcel of land located in the Northeast quarter of the Southeast quarter of Section 20, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at a point on the East – West centerline of said Section 20, from which the East quarter corner of Section 20 bears S 89°08'55" E a distance of 412.01 feet, and also on the West boundary of Old Beaver Hill Road, a 40 foot road, said point having a tangent of S 66°52'02" E; thence along a curve left with a boundary radius of 150 feet, for an arc distance of 58.43 feet through a central angle of 22°19'09" to a tangent; thence S 89°11'11" E a distance of 127.06 feet to a curve right with a boundary radius of 75 feet; thence along said curve an arc distance of 21.91 feet through a central angle of 16°44'29" to a tangent; thence S 72°26'42" E a distance of 38.39 feet to a curve right with a boundary radius of 50 feet; thence along said curve an arc distance of 23.66 feet through a central angle of 27°08'50" to a tangent; thence S 45°19'52" E a distance of 18.26 feet to a curve right with a boundary radius of 15 feet; thence along said curve an arc distance of 12.66 feet through a central angle of 48°21'53" to a tangent; thence S 3°02'00" W a distance of 6.92 feet to a curve right with a boundary radius of 25 feet; thence along said curve an arc distance of 14.66 feet through a central angle of 33°34'30" to a tangent; thence S 36°36'31" W a distance of 102.20 feet to a curve left with a boundary radius of 265 feet; thence along said curve an arc distance of 67.80 feet through a central angle of 14°39'29" to a tangent; thence S 21°57'02" W a distance of 129.44 feet to a curve left with a boundary radius of 125 feet; thence along said curve an arc distance of 23.18 feet through a central angle of 10°37'25" to a tangent on a private driveway 30 feet wide; thence along said driveway N 56°49'37" W a distance of 58.23 feet to a curve left with a centerline radius of 115 feet; thence along said curve an arc distance of 42.64 feet through a central angle of 21°14'45" to a tangent; thence N 78°04'22" W a distance of 75.28 feet to a curve right with a centerline radius of 620 feet; thence along said curve an arc distance of 70.62 feet through a central angle of 6°31'35" to a tangent; thence N 71°32'47" W a distance of 29.22 feet to a curve left with a centerline radius of 50 feet; thence along said curve an arc distance of 19.43 feet through a central angle of 22°15'41" to a tangent; thence S 86°11'32" W a distance of 91.37 feet to a 5/8 inch iron rod at the end of the private driveway; thence N 19°03'46" W a distance of 48.73 feet to a 5/8 inch iron rod; thence S 80°55'01" W a distance of 231.05 feet to a 5/8 inch iron rod; thence N 0°51'05" E a distance of 281.83 feet to a 5/8 inch iron rod on the East – West centerline of said Section 20; thence S 89°08'55" E a distance of 483.62 feet to the point of beginning.

THE TRUE AND ACTUAL CONSIDERATION IS $0.00.
The true and actual consideration for this conveyance stated in terms of dollars is None.

Coos County Assessor's Account No. 712400, 711102 and 711100.

This is a property line adjustment deed. In compliance with ORS 92.190, the following information is furnished:

1. The names of the parties to this deed are as set forth above.

2. The description of the adjusted property line is as follows:

   Beginning at a 5/8 inch iron rod located on the East – West centerline of said Section 20, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, from which the East quarter corner of Section 20 bears S 89°08'55" E a distance of 1208.53 feet; thence S 0°51'05" W a distance of 281.83 feet to a 5/8 inch iron rod.


4. The Grantees property is described in Instruments No. 2013-6885, Coos County Deed Records.

5. See Survey Map CS# 24B77, filed with the Coos County Surveyor's Office.


Dated this 28th day of March, 2014.
Grantors and Grantees: 

Wade R. Luckman
Misty Luckman

STATE of OREGON, County of Coos )ss. March 28, 2014

Personally appeared before me the above named Wade R. Luckman and Misty Luckman and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

LISA M. DONNELLY
NOTARY PUBLIC - OREGON
COMMISSION NO. 485358
MY COMMISSION EXPIRES MARCH 28, 2019

Notary Public for Oregon
Prepared By:
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202

Return To (name and address):
US Recordings
2925 Country Drive STE 201
St. Paul, MN 55117

Tax Account Number: .........................
Maximum Obligation Limit $64,485.00 .......
Maturity Date ..................01/05/2034 .......

State of Oregon ______________________ Space Above This Line For Recording Data ______

75360012

SHORT FORM TRUST DEED
LINE OF CREDIT
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Short Form Trust Deed Line of Credit (Security Instrument) is ...................12/22/2008............................ The parties and their addresses are:

GRANTORS/Borrowers:
WADE R. LUCKMAN AND MISTY LUCKMAN, HUSBAND AND WIFE

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:
U.S. Bank Trust Company, National Association,
a national banking association organized under the laws of the United States
111 SW Fifth Avenue
Portland, OR 97204

LENDER:
U.S. Bank National Association ND,
a national banking association organized under the laws of the United States
4325 17th Avenue SW
Fargo, ND 58103

Lender is the beneficiary under this Security Instrument.

OREGON - HOME EQUITY LINE OF CREDIT DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)
©2006 Wolters Kluwer Financial Services - Bankrate Systems™ Form USBCP5910TR 7/14/2008

COOS COUNTY CLERK, OREGON TOTAL $41.00 01/15/2009 #2009-389
TERRI L. TURT, CCC, COUNTY CLERK 11:53AM 1 OF 4
2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

See attached Exhibit "A"

The property is located in COOS COUNTY at .........................................................

.58704 OLD BEAVER HILL RD., COQUILLE, Oregon 97423-8842

Address (City) ZIP Code

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed $64,485.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

Borrower(s): WADE R. LUCKMAN and MISTY LUCKMAN

Principal/Maximum Line Amount: 64,485.00

Maturity Date: 01/05/2034

Note Date: 12/22/2008

B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

5. MASTER FORM. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Line of Credit Trust Deed (Master Form), inclusive, dated ..........................01/18/2007............. and recorded as Recording Number ........................................... or Instrument Number ................................ in Book ............................................. at Page(s) .................. in the ....COQS......................... County, Oregon. County Recorder's office are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument will be offered for record in the same county in which the Master Form was recorded.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.

WADE R. LUCKMAN
(Date)

MISTY LUCKMAN
(Date)

ACKNOWLEDGMENT:

STATE OF ................................................., COUNTY OF ................................................., on the ................................. day of ................................................., 2008, before me, an officer duly constituted and authorized under the laws of the State of Oregon, personally appeared ................................................., who is known to me to be the true and proper ................................................., and acknowledged to me that he/she/it executed the within instrument for the purposes and purposes therein mentioned. This instrument was acknowledged before me this .............. day of ................................................., 2008, by ................................................., and ................................................., husband and wife. 

My commission expires: May 30, 2011

Erin Carr
(Notary Public)

REQUEST FOR RECONVEYANCE
(Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, 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.

Authorized Bank Signature

(Date)

©2009 Wolters Kluwer Financial Services - Bankers Systems™ Form USD002588DOR 7/14/2008
EXHIBIT "A" LEGAL DESCRIPTION

Account #: 14324514
Order Date: 12/11/2008
Reference: 20080461256490
Name: WADE LUCKMAN
MISTY LUCKMAN
Deed Ref: 2004-9551

Index #: Parcel #: 7111.00

SITUATED IN COOS COUNTY, STATE OF OREGON TO WIT: THE N 1/2 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

THE NW 1/4 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 27 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT A PIPE POST WHICH IS 1320 FEET NORTH 01 DEG. 00' EAST AND 578.9 FEET SOUTH 86 DEG. 32' EAST FROM THE SOUTHWEST CORNER OF THE SE 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 86 DEG. 32' EAST 400 FEET TO A PIPE POST; THENCE SOUTH 16 DEG. 56' WEST 54.55 FEET TO A PIPE POST; THENCE SOUTH 83 DEG. 25' EAST 184.67 FEET TO A PIPE POST; THENCE NORTH 81 DEG. 50' EAST 34.96 FEET TO A PIPE POST THAT IS ON THE OREGON STATE HIGHWAY RIGHT OF WAY FOR BEAVER LOOKOUT-BEAVER SLOUGH COUNTY ROAD; THENCE FOLLOWING SAID RIGHT OF WAY NORTH 41 DEG. 30' EAST 38.76 FEET TO THE OREGON STATE RIGHT OF WAY IRON BOLT; THENCE NORTH 16 DEG. 35' EAST 198.65 FEET TO THE OREGON STATE RIGHT OF WAY IRON BOLT; THENCE NORTH 63 DEG. 40' 41" WEST 730.38 FEET TO A PIPE POST; THENCE SOUTH 3 DEG. 28' WEST 448 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2004-9551, OF THE COOS COUNTY, OREGON RECORDS.

COOS COUNTY CLERK, OREGON
TOTAL $41.00
01/15/2009 #2009-389
TERRI L. TURI, CCC, COUNTY CLERK
11:53AM 4 OF 4
WHEN RECORDED MAIL TO: Southwest Financial Services, Ltd. Loan No. 143241514
P.O. Box 300 Order No. 1492514
Cincinnati, Ohio 45273

PARTIAL RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS: THAT, WHEREAS, U.S. Bank Trust Company National Association, Grantee under Line of Credit Trust Deed executed by Wade R. Luckman and Misty Luckman, As Grantors, and recorded, as Instrument No. 2009-389, of Official Records in the office of the County Recorder of Coos County, Oregon, has been duly requested to Quitclaim and partially reconvey the property hereinafter mentioned, by reason of the payment of the indebtedness secured by said Deed of Trust.

NOW, THEREFORE, IN CONSIDERATION OF said request and payment of its fees in the premises, receipt of which is acknowledged, and payment of said indebtedness, said Grantee DOES HEREBY QUITCLAIM AND PARTIALLY RECONVEY to the person or persons legally entitled thereto, but without warranty, PART of the property covered by said Deed of Trust now held by said Grantee under the terms of said Deed of Trust, described as follows:

SITUATED IN COOS COUNTY, STATE OF OREGON TO WIT: THE N 1/2 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

THE NW 1/4 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 27 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT A PIPE POST WHICH IS 1320 FEET NORTH 01 DEG. 00' EAST AND 578.9 FEET SOUTH 86 DEG. 32' EAST FROM THE SOUTHWEST CORNER OF THE SE 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 86 DEG. 32' EAST 400 FEET TO A PIPE POST; THENCE SOUTH 16 DEG. 56' WEST 54.55 FEET TO A PIPE POST; THENCE SOUTH 83 DEG. 25' EAST 184.07 FEET TO A PIPE POST; THENCE NORTH 81 DEG. 50' EAST 34.96 FEET TO A PIPE POST THAT IS ON THE OREGON STATE HIGHWAY RIGHT OF WAY FOR BEAVER LOOKOUT-BEAVER SLough COUNTY ROAD; THENCE FOLLOWING SAID RIGHT OF WAY NORTH 41 DEG. 30' EAST 38.76 FEET TO THE OREGON STATE RIGHT OF WAY IRON BOLT; THENCE NORTH 16 DEG. 35' EAST 198.65 FEET TO THE OREGON STATE RIGHT OF WAY
IRON BOLT; THENCE NORTH 63 DEG. 48' 41" WEST 730.38 FEET TO A PIPE POST;
THENCE SOUTH 3 DEG. 28' WEST 448 FEET TO THE POINT OF BEGINNING.

Without, however, invalidating the lien of said deed of trust upon the remainder of the
property therein described.
IN WITNESS WHEREOF, said US Bank Trust Company, National Association, as such Grantee has caused its corporate name to be affixed by its Officer, thereto duly authorized the 26th day of March, 2013.

US Bank Trust Company, National Association

[Signature]

Joseph Berenz Trustee

STATE OF Wisconsin     
COUNTY OF Winnebago  

This instrument was acknowledged before me on this 26th day of March, 2013 by Joseph Berenz, Trustee of U.S. Bank Trust Company National Association, Grantee.

[Signature]

Notary Public  Linda M Schilling

Commission Expiration 03/30/2014

Document Prepared by:  
Michelle Stemen  
Southwest Financial Services, Ltd.  
537 E. Pete Rose Way, Suite 300  
Cincinnati, OH 45202
DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 13th, 2008, together with all Riders to this document.

(B) "Borrower" is WADE R. LUCKMAN AND MISTY LUCKMAN, HUSBAND AND WIFE.

Borrower is the trustee under this Security Instrument.

(C) "Lender" is WASHINGTON FEDERAL SAVINGS. Lender is a Federally Chartered Savings and Loan Association organized and existing under the laws of The United States of America. Lender's mailing address is 300 Ellsworth SW, Albany, Oregon 97322.

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is TICOR TITLE INSURANCE COMPANY.

(E) "Note" means the promissory note signed by Borrower and dated May 13th, 2008.

The Note states that Borrower owes Lender.

FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($420,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than June 1st, 2038.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property".

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other [specify]
- 1-4 Family Rider
- Addendum to Uniform Deed of Trust

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appellate judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Item" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

Borrower's Initials:

[Signature]
(N) "Mortgage Insurance" means insurance protecting Lender against the non payment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a 'federally related mortgage loan' even if the Loan does not qualify as a 'federally related mortgage loan' under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in COOS County, Oregon.

AS PER ATTACHED EXHIBIT "A" AND BY THIS REFERENCE INCORPORATED HEREIN.

which currently has the address of 58704 OLD BEAVER HILL ROAD

COQUILLE, Oregon 97423 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section
15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payments or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of the scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property; if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such duies, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the funds due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds in the manner provided under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

Borrower's Signature
If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess Funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Borrower Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith, and at his expense, in any action or proceeding which in Lender's opinion operate to prevent the enforcement of the lien through proceedings which are pending, or only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinateing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property 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", and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. Those amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not impaired. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or
other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender’s security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower’s rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower’s rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, inssofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower’s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower’s principal residence for at least one year after the date of occupancy, unless Borrower or Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower’s control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower’s obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause. Lender may inspect the exterior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower’s Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower’s knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower’s occupancy of the Property as Borrower’s principal residence.

9. Protection of Lender’s Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender’s interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation, or enforcement of a lien which may attach priority over this Security Instrument), or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender’s interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender’s actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys’ fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower’s Initials
10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender’s requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower’s obligation to pay interest at the rate provided in the Note.

Mortgage insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from or might be characterized as a portion of Borrower’s payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer’s risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer’s risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or on any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender’s security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender’s satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender’s security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the
partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if so cured, resume as provided in Section 19, by ceasing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

Borrower's initials: [signature]
15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through such specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree to contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, any beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstatement After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstatement shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other
information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party’s actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action.

If Applicable Law provides a time period which must elapse before certain action may be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following: asbestos, asbestos containing materials, creosote, or other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower’s breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to restate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand 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 Section 22, 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 to Borrower and to any other persons prescribed by Applicable Law. After the time required 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 the 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.

Borrower’s Initials

OREGON- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(Page 9 of 11 pages)
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 attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from 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.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' Fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required of Property Insurance.

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. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider(s) executed by Borrower and recorded with it.

[Signature]

[Signature]

[Next Page for Notary Acknowledgment]
STATE OF Oregon

COUNTY OF Coos

I certify that I know or have satisfactory evidence that

Misty Luckman,

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 16, 2008

(Seal or Stamp)

Notary Public in and for the State of Oregon, residing at Murtles Point, My commission expires 1-3-2011.

STATE OF Oregon

COUNTY OF Coos

I certify that I know or have satisfactory evidence that

(Name(s) of person(s))

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the

(Type of Authority, e.g., Officer, Trustee)

of

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

(Seal or Stamp)

Notary Public in and for the State of

residing at

My commission expires

Borrower's Initials

OREGON- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(Page 11 of 11 pages)
A parcel of land located in the NE ¼ of the SE ¼ of Section 20, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point on the East-West centerline of said Section 20 from which the East quarter corner of Section 20 bears South 89° 08' 55" East 412.01 feet and also on the West boundary of Old Beaver Hill road, a 40 foot road, said point having a tangent of South 66° 52' 02" East; thence along a curve left with a boundary radius of 150 feet, for an arc distance of 58.43 feet through a central angle of 22° 19' 09" to a tangent; thence South 89° 11' 11" East 127.06 feet to a curve right with a boundary radius of 75 feet; thence along said curve an arc distance of 21.91 feet through a central angle of 16° 44' 29" to a tangent; thence South 72° 26' 42" East 36.39 feet to a curve right with a boundary radius of 60 feet; thence along said curve an arc distance of 23.66 feet through a central angle of 27° 06' 50" to a tangent; thence South 45° 19' 52" East 18.26 feet to a curve right with a boundary radius of 15 feet; thence along said curve an arc distance of 12.66 feet through a central angle of 48° 21' 58" to a tangent; thence South 3° 02' 00" West 8.92 feet to a curve right with a boundary radius of 25 feet; thence along said curve an arc distance of 14.65 feet through a central angle of 33° 34' 30" to a tangent; thence South 36° 36' 31" West 102.20 feet to a curve left with a boundary radius of 285 feet; thence along said curve an arc distance of 67.80 feet through a central angle of 14° 39' 29" to a tangent; thence South 21° 57' 02" West 129.44 feet to a curve left with a boundary radius of 125 feet; thence along said curve an arc distance of 23.18 feet through a central angle of 10° 37' 25" to a tangent on a private driveway 30 feet wide; thence along said driveway North 56° 49' 37" West 58.23 feet to a curve left with a centerline radius of 115 feet; thence along said curve an arc distance of 42.54 feet through a central angle of 21° 14' 45" to a tangent; thence North 78° 04' 22" West 75.28 feet to a curve right with a centerline radius of 620 feet; thence along said curve an arc distance of 70.62 feet through a central angle of 6° 31' 35" to a tangent; thence North 71° 32' 47" West 29.22 feet to a curve left with a centerline radius of 50 feet; thence along said curve an arc distance of 19.43 feet through a central angle of 22° 15' 41" to a tangent; thence South 88° 11' 32" West 91.37 feet to a 5/8 inch iron rod at the end of the private driveway; thence North 19° 03' 46" West 46.73 feet to a 5/8 inch iron rod; thence South 80° 55' 01" West 231.05 feet to a 5/8 inch iron rod; thence North 21° 04' 34" West 303.81 feet to a 5/8 inch iron rod on the East-West centerline of said Section 20; thence South 89° 08' 55" East 597.07 feet to the point of beginning.
ADDENDUM TO UNIFORM DEED OF TRUST

Date: May 13th, 2008

Addendum attached to and forming part of the Deed of Trust ("Security Instrument") of even date by and between
WADE R LUCKMAN AND MISTY LUCKMAN, HUSBAND AND WIFE

as Grantor/Borrower; TICOR TITLE INSURANCE COMPANY as Trustee; and WASHINGTON FEDERAL SAVINGS as Beneficiary/Lender.

1. OCCUPANCY OF THE PROPERTY BY BORROWER.

There are two alternative covenants stated below which refer to occupancy of the Property by the Borrower, and only one alternative shall be a part of this Addendum. Lender has determined which alternative is a covenant of the Borrower by checking below the appropriate box opposite the paragraph immediately preceding the paragraph. Lender has determined to be applicable to Borrower, and Borrower has agreed to this chosen alternative by executing this Addendum to the Security Instrument and pursuant to the terms of Lender's loan commitment.

☐ Occupancy of Property by Borrower Required. Uniform Covenant 6 of the Security Instrument is amended by substituting the following language:

"Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless lender otherwise agrees in writing and in its sole discretion; provided, however, that if the loan evidenced by the Security Instrument is a 'custom' construction loan as defined by a Construction Loan Agreement between Lender and Borrower, then Borrower shall begin to occupy, establish and use the Property as Borrower's principal residence within sixty (60) days after receipt of Certificate of Occupancy, or similar official document, from the applicable governmental authority, unless Lender in its discretion agrees in writing to waive any governmental requirement. Borrower acknowledges that Uniform Covenant 6, as here amended, is required by Lender in consideration of Lender extending Borrower as 'Occupancy Note Rate' which is less than the prevailing 'Non-Occupancy Note Rate'. If Borrower shall default on the terms of occupancy as stated above, Lender may elect, at its option and notwithstanding any other terms of the Security Instrument to the contrary, any of the following remedies: (a) Lender may accelerate the terms of the Note and, upon fifteen (15) days notice, call the loan immediately due and payable in full, and if Borrower fails to make payment in full, Lender may thereafter exercise any remedy permitted by the Security Instrument, including suit on the Note or foreclosure upon the Security Interest and the Property; or (b) Lender may adjust the interest rate on the Note (and any monthly payment occasioned by such adjustment) to Lender's 'Non-Occupancy Note Rate' which existed as of the date of the Note and Security Instrument and require further consideration for not calling the loan immediately due and payable, including but not limited to (i) having Borrower convey to Lender a Fannie Mae Multidate 1-4 Family Rider (Assignment of Rents) and (ii) having Borrower pay any amount of principal on the loan necessary (if at all) to make the loan conform to whatever loan-to-value ratio conditions Lender would have required of a 'Non-Owner-Occupied Loan' on the Property as of the date of the Note and Security Instrument."

☐ Occupancy of Property By Borrower Waived. Uniform Covenant 6 of the Security Instrument is deleted.

2. ADDITIONAL SPECIAL COVENANTS.

A. Additional Advance(s)

This Security Instrument also secures the payment of any further sums advanced or loaned by Lender to Borrower, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Security Instrument, or (2) the advance, including costs and expenses incurred by Lender, is made pursuant to this Security Instrument or any other documents executed by Borrower evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Security Instrument (this Security Instrument, the Note and such other documents, including any construction loan, land loan or other loan agreement, are herein collectively referred to as the "Loan Documents"), together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing.

Borrower's initials: [Signature]

LO41(OR) 06/30/03

CROOK COUNTY CLERK, OREGON
TOTAL $96.00
05/21/2008 #2008-5172
TERRI L. TURK, CCE, COUNTY CLERK
02:18PM 13 OF 15
B. Lender's Right of Acceleration and Judicial Foreclosure.

Uniform Covenant 19 and Non-Uniform Covenant 22 of the Security Instrument are amended by the addition of the following language, which shall modify the terms of Uniform Covenant 19 and Non-Uniform Covenant 22 to the extent set forth immediately below:

"Borrower acknowledges that the terms and conditions of Uniform Covenant 19 and Non-Uniform Covenant 22 are intended to avail Borrower of certain notice and reinstatement rights if Lender elects non-judicial foreclosure under its power of sale in the event of default, and that Borrower has a statutory right of redemption protecting Borrower in the event of judicial foreclosure. Therefore, notwithstanding any provision of Uniform Covenant 19 and Non-Uniform Covenant 22 of this Security Instrument, if Lender, at its own option, elects to accelerate the Security Instrument by commencement of judicial foreclosure for any default or breach by Borrower, the Borrower shall not have the right of reinstatement or entitlement to certain notices as provided for in Uniform Covenant 19 and Non-Uniform Covenant 22."

C. Reconveyance After Payment of Loan in Full. Non-Uniform Covenant 23 of the Security Instrument is revised to read as follows:

"23. Release or Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release or reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release or reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and reasonable trustee's fee for release or reconveyance."

D. Mandatory Flood Insurance for Property in Special Flood Hazard Areas. Uniform Covenants 3 and 5 are modified so as to add the following language which affects both covenants:

"If the Property is now or shall ever during this loan be determined by the Federal Emergency Management Agency (FEMA), or its successor agency, to be within a Special Flood Hazard Area (SFHA), then to the extent flood insurance is available for the Property, Lender will require, upon notice to Borrower of such determination, that adequate flood insurance be maintained for the improvements of the Property at Borrower's expense, and Lender shall be entitled to collect, as part of the Funds defined under Covenant 3, and to the extent authorized by federal law and regulation, "Escrow Items" (reserves) for flood insurance premiums; and if Borrower does not voluntarily pay for the flood insurance as part of said Funds, Lender shall be entitled to obtain "forced place" flood insurance coverage for the Property improvements and, in so doing, either capitalize the cost of such coverage to the principal balance of the loan or apply the payment as a "negative reserve", whereupon Borrower shall be deemed to be in default of this Security Instrument.

E. "Custom" Construction Loans. If this Security Instrument secures permanent financing to construct or remodel a residential dwelling on the Property ("custom" construction loan"), then the Construction Loan Agreement & Assignment of Account signed by Borrower along with this Security Instrument and Addendum shall be incorporated by reference in and be a part of this Security Instrument, and any default or breach by Borrower of the Construction Loan Agreement & Assignment of Account shall constitute a default or breach of this Security Instrument, thereby entitling Lender to any and all remedies allowed by the Security Instrument and applicable law for such defect or breach.

F. E-Z Pay Option. If Borrower elects the E-Z Pay option at the inception of this loan, then Lender shall temporarily defer the two hundred dollar ($200) payment processing charge which is otherwise due and payable in full at closing. However, if at any time, Borrower's E-Z Pay bank account has insufficient funds to cover a payment when due, or if Borrower's E-Z Pay bank account is closed or otherwise becomes unavailable to Lender for the payment of the loan, or in the event Borrower elects, at any time, to terminate the E-Z Pay option, then Lender may reinstate and demand the two hundred dollar ($200) payment processing charge from Borrower in which event this charge shall then be due and payable in full. Lender shall inform Borrower of this election in writing and Lender may, at Lender's option, either require Borrower to pay the payment processing charge within 10 days of receipt of written notice or add the amount of the charge to the remaining principal balance of the loan. If the charge is added to the loan, then it shall become additional debt of Borrower secured by this Security Instrument and shall bear interest at the Note rate and shall be payable in accordance with the terms of the Note.
G. **Hazard, Property, or Flood Insurance.** Without affecting the language contained in Covenants 3, 5, and 7 of the Security Instrument and paragraph D above, Borrower is advised as follows:

**WARNING**

Unless Borrower provides Lender with evidence of the insurance coverage as required by the deed of trust or loan agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest. This insurance may, but need not, also protect borrower's interest. If the collateral becomes damaged, the coverage Lender purchases may not pay any claim Borrower makes or any claim made against Borrower. Borrower may later cancel this coverage by providing evidence that it has obtained property coverage elsewhere.

Borrower is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to the loan balance. If the cost is added to the loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date the prior coverage lapsed or the date Borrower fails to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance Borrower can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

II. **Late Charges and Other Fees.** Lender may, at Lender's option, either require Borrower to pay any late charge for overdue payments or NSF/returned item fees related to any payments under the Note, or add the amount of any such charges or fees to the remaining principal balance of the loan. If these charges and/or fees are added to the loan, then they shall become additional debt of Borrower secured by this Security Instrument and shall bear interest at the Note rate and shall be payable in accordance with the terms of the Note.

I. **Assignment of the Loan.** If Lender transfers its interest in or a right to receive loan payments under the Note secured by the Security Instrument, this Addendum, or any part of it, may be cancelled at the option of Lender and without advance notice to Borrower, and Lender may make and record any instrument, without signature of Borrower, which may be necessary to give record notice of such cancellation.

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**Wade Buckman**

Misty Jackson

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