



PROPERTY LINE ADJUSTMENT

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

FILE NUMBER: PLA-20 - 024

Date Received: 9/11/20 Receipt #: 220833 Received by: MB
This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed. (If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) John & Billie Thomas
Mailing address: 54090 Morrison Rd., Bandon, OR 97411
Phone: 541-347-7312 Email: billieahem@gmail.com
Township: 28S Range: 14W Section: 33 1/4 Section: 0 1/16 Section: 0 Tax lot: 1403
Tax Account Number(s): 1031704 Zone: Forest (F)
Acreage Prior to Adjustment: 10.00 Acreage After the Adjustment 5.00

B. Land Owner(s) John & Billie Thomas
Mailing address: 54090 Morrison Rd., Bandon, OR 97411
Phone: 541-347-7312 Email: billieahem@gmail.com
Township: 28S Range: 14W Section: 33 1/4 Section: 0 1/16 Section: 0 Tax lot: 1402
Tax Account Number(s) 1031703 Zone Forest (F)
Acreage Prior to Adjustment: 10.00 Acreage After the Adjustment 15.00

C. Surveyor Doug C. McMahan
Mailing Address 705 South 4th St., P.O. Box 118, Coos Bay, OR 97420
Phone #: 541-267-2872 Email: dcmcmahan@stuntzner.com

Any property information may be obtained from a tax statement or can be found on the County Assessor's webpage at the following links: Map Information Or Account Information



Please check off that all the required documents have been submitted with the application. Failure to submit documents will result in an incomplete application or denial.

Purpose of the Property Line Adjustment:

To reconfigure the property per the owners request.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.
- 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 needs reflect structures as follows:
  1. Within Farm and Forest at least within 30 feet of the property boundaries.
  2. Within Rural Residential at least 10 feet of the property boundaries.
  3. Within Controlled Development at least within 20 feet of the boundaries.
  4. Within Estuary Zones at least within 10 feet of the boundaries.
  5. Within Commercial and Industrial within 10 feet of the boundaries.

If there is no development within distance listed above the plan needs to indicate not development within the required distance.

- A current property report (less than 6 months old) indicating any taxes, assessment or liens against the property easements, restrictive covenants and rights-of-way, and ownerships of the property. A title report is acceptable. ***This shall be for both properties.*** At the minimum a deed showing the current lien holders, reference to easements, covenants and ownership will be accepted for both properties. A notice will be provided to any li holder as part of this process.

Please list all Lien Holders names and addresses:

Property 1: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Property 2: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please answer the following:

- |  |   |  |
|--|---|--|
| Will the adjustment create an additional Unit of land?       | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| Does property 1 currently meet the minimum parcel/lot size ? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Does property 2 currently meet the minimum parcel/lot size?  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |



Was property one created through a land division? Yes  No

Was property two created through a land division? Yes  No

Are there structures on the property? Yes  No

If there are structures please provide how far they are in feet from the adjusted boundary line:

580+/- feet

Is there a sanitation system on the one or both properties, if so, please indicate the type of system

Yes  No   
Onsite Septic System  Public Sewer

Is property one going to result in less than an acre and contain a dwelling? Yes  No

Is property two going to result in less than an acre and contain a dwelling? Yes  No

Is one or both properties zoned Exclusive Farm Use or Forest? Yes  No

Will the property cross zone boundaries? If so, a variance request will be required. Yes  No

Will the property line adjustment change the access point? Yes  No

**Acknowledgment Statement: I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.**

**Property Owner Signatures**

Burr Thomas  
John S Thomas  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 5.0.150 Application Requirements:**

Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable criteria and standards of this ordinance and be accompanied by the appropriate fee.

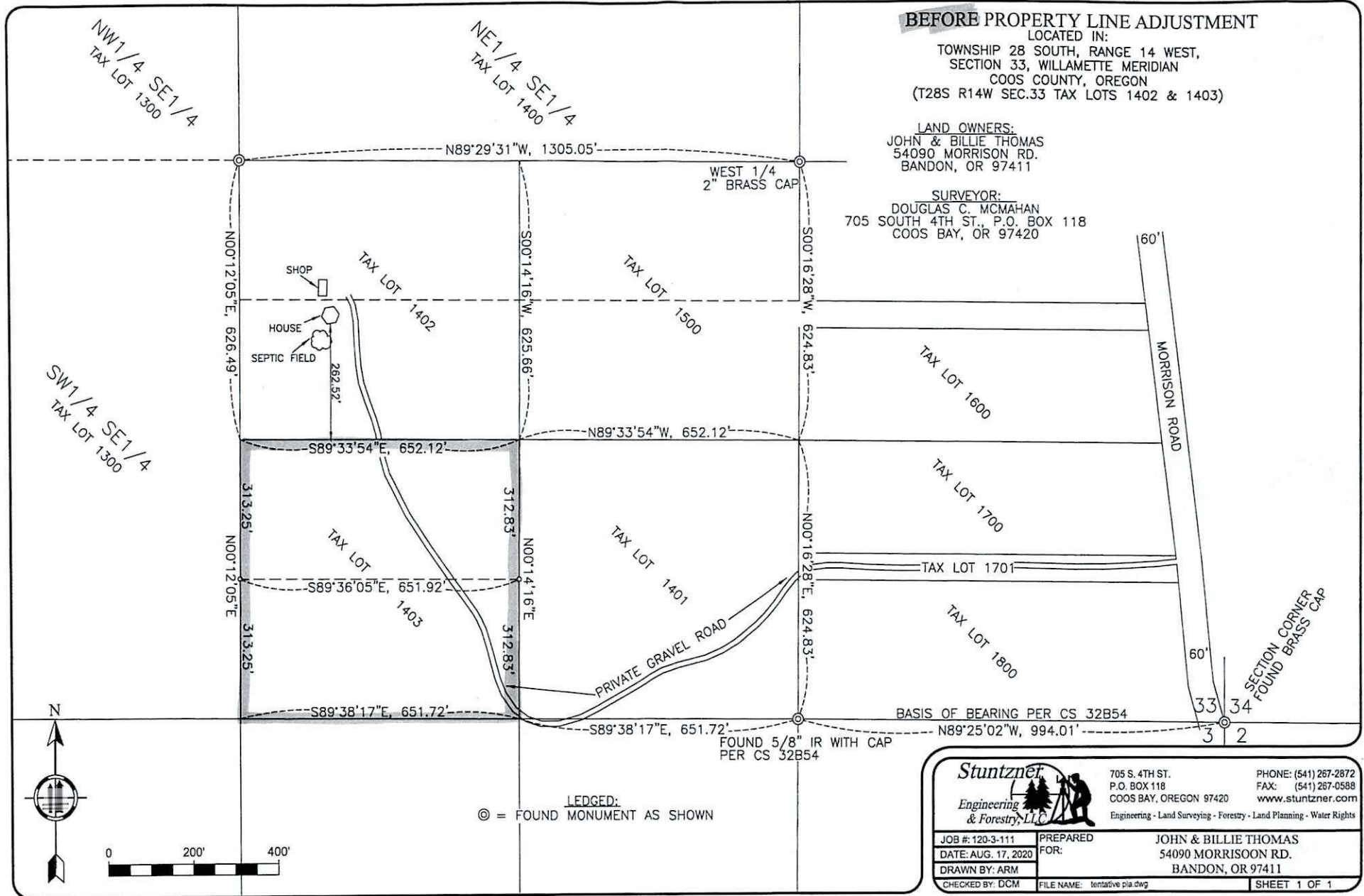


**BEFORE PROPERTY LINE ADJUSTMENT**

LOCATED IN:  
 TOWNSHIP 28 SOUTH, RANGE 14 WEST,  
 SECTION 33, WILLAMETTE MERIDIAN  
 COOS COUNTY, OREGON  
 (T28S R14W SEC.33 TAX LOTS 1402 & 1403)

LAND OWNERS:  
 JOHN & BILLIE THOMAS  
 54090 MORRISON RD.  
 BANDON, OR 97411

SURVEYOR:  
 DOUGLAS C. MCMAHAN  
 705 SOUTH 4TH ST., P.O. BOX 118  
 COOS BAY, OR 97420



LEDGED:  
 © = FOUND MONUMENT AS SHOWN

**Stuntzner**  
 Engineering & Forestry, LLC  
 705 S. 4TH ST.  
 P.O. BOX 118  
 COOS BAY, OREGON 97420  
 PHONE: (541) 267-2872  
 FAX: (541) 267-0588  
 www.stuntzner.com  
 Engineering - Land Surveying - Forestry - Land Planning - Water Rights

JOB #: 120-3-111	PREPARED FOR:	JOHN & BILLIE THOMAS
DATE: AUG. 17, 2020		54090 MORRISON RD.
DRAWN BY: ARM		BANDON, OR 97411
CHECKED BY: DCM	FILE NAME: tentative pia.dwg	SHEET 1 OF 1

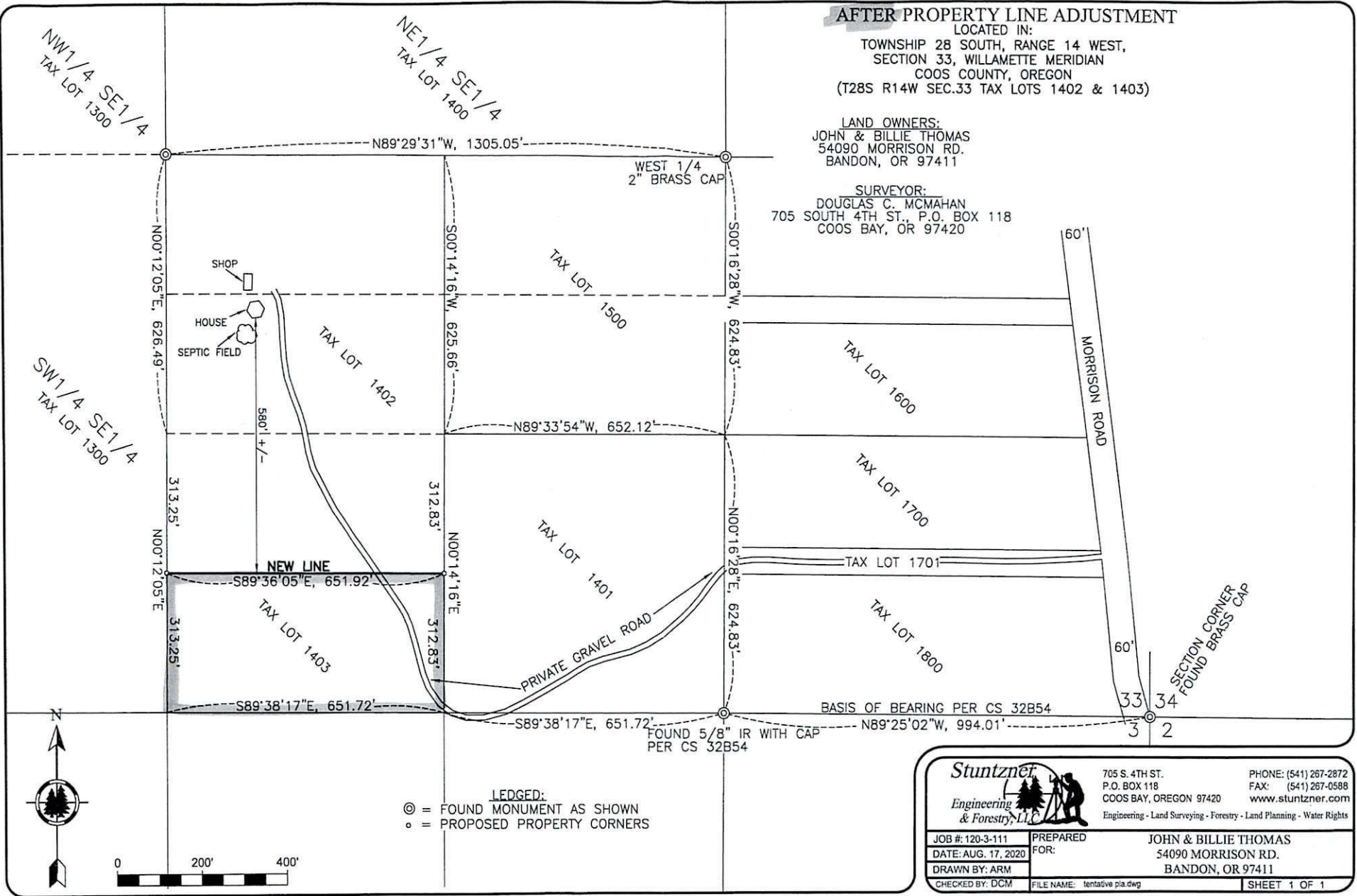


**AFTER PROPERTY LINE ADJUSTMENT**

LOCATED IN:  
 TOWNSHIP 28 SOUTH, RANGE 14 WEST,  
 SECTION 33, WILLAMETTE MERIDIAN  
 COOS COUNTY, OREGON  
 (T28S R14W SEC.33 TAX LOTS 1402 & 1403)

LAND OWNERS:  
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 705 SOUTH 4TH ST., P.O. BOX 118  
 COOS BAY, OR 97420



**LEDGED:**  
 © = FOUND MONUMENT AS SHOWN  
 ○ = PROPOSED PROPERTY CORNERS

**Stuntzner**

Engineering  
& Forestry, LLC



705 S. 4TH ST.  
 P.O. BOX 118  
 COOS BAY, OREGON 97420

PHONE: (541) 267-2872  
 FAX: (541) 267-0588  
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Engineering - Land Surveying - Forestry - Land Planning - Water Rights

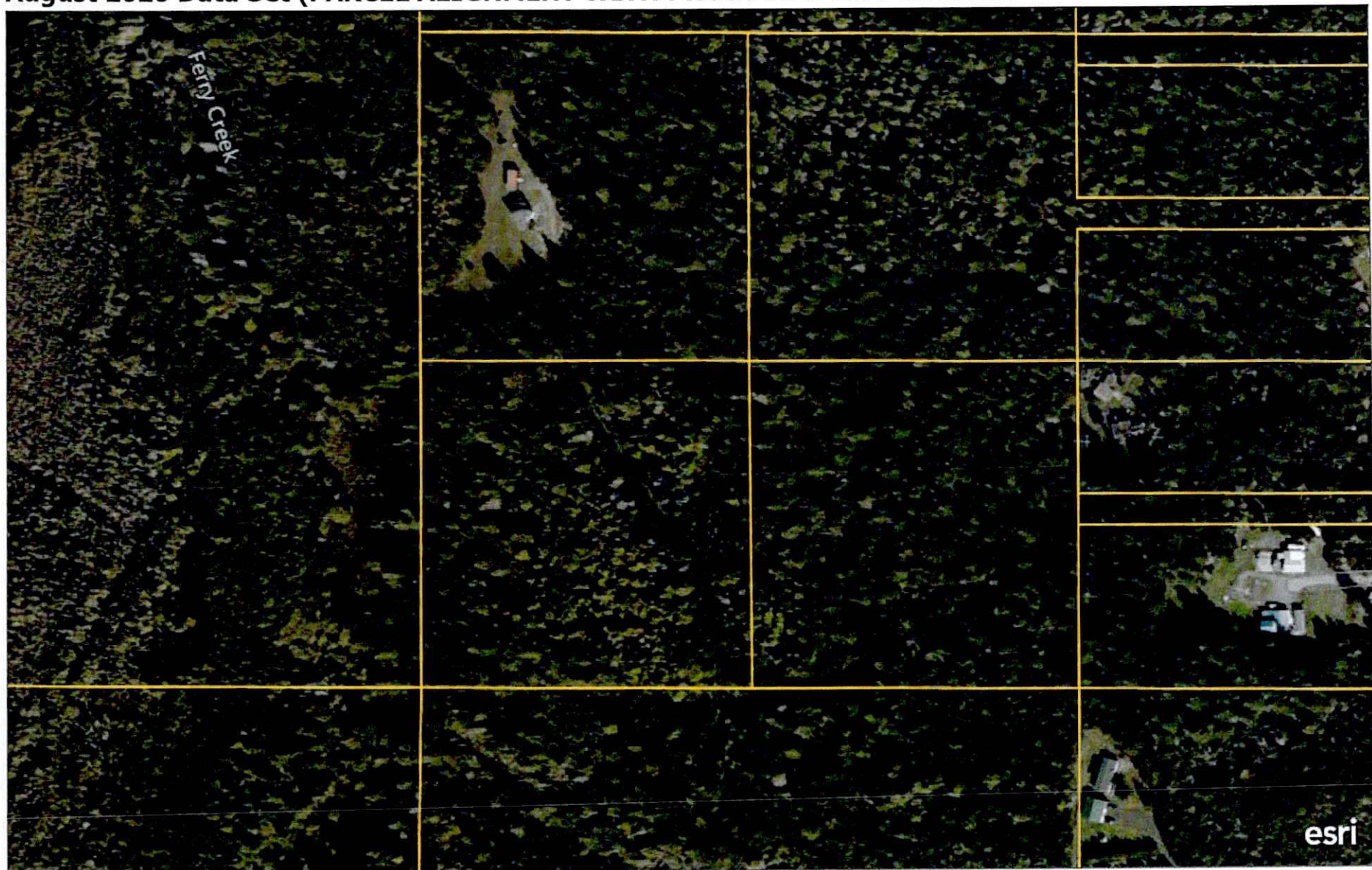
JOB #: 120-3-111	PREPARED FOR:	JOHN & BILLIE THOMAS
DATE: AUG. 17, 2020		54090 MORRISON RD.
DRAWN BY: ARM		BANDON, OR 97411
CHECKED BY: DCM	FILE NAME: tentative pia.dwg	SHEET 1 OF 1







**August 2020 Data Set (PARCEL ALIGNMENT WITH PHOTO MAY NOT BE EXACT)**



300ft

Copyright:© 2013 National Geographic Society, i-cubed | Employment | Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Coos County Comprehensive Plan: Volume I. Part 2. Inventories and Factual Base. Digital work created by Coos County Planning Staff & Coos County Board of Commissioners with financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, and





300 W Anderson  
(541)269-5127

**OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS**  
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

**To ("Customer"):** Stuntzner Engineering and Forestry, LLC  
PO Box 118  
Coos Bay, OR 97420

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 360620032384  
**Effective Date:** August 27, 2020 at 08:00 AM  
**Charge:** \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

**THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.**

**Part One - Ownership and Property Description**

**Owner.** The apparent vested owner of property ("the Property") as of the Effective Date is:

John Sanford Thomas and Billie Thomas, as tenants by the entirety

**Premises.** The Property is:

**(a) Street Address:**

54090 Morrison Road, Coos Bay, OR 97420

**(b) Legal Description:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



**Part Two - Encumbrances**

**Encumbrances.** As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

**EXCEPTIONS**

1. 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 2020-2021.
2. The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. Notwithstanding the covered risks as set forth in the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the Land.
4. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$135,000.00  
Dated: November 3, 2017  
Trustor/Grantor: John Sanford Thomas and Billie Thomas, as tenants by the entirety  
Trustee: Ticor Title  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS) has been appointed as nominee for Umpqua Bank  
Recording Date: November 13, 2017  
Recording No.: 2017-10911

Re-Recording Date: November 13, 2017  
Re-Recording No.: 2017-10926  
To add missing legal description

**End of Reported Information**

There will be additional charges for additional information or copies. For questions or additional requests, contact:

John Beaver  
541-269-5127  
john.beaver@ticortitle.com

Ticor Title Company of Oregon  
300 W Anderson  
Coos Bay, OR 97420



**EXHIBIT "A"**  
Legal Description

The NW 1/4 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.



**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.



Ticor Title Company of Oregon  
Order No. 360620032384

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY







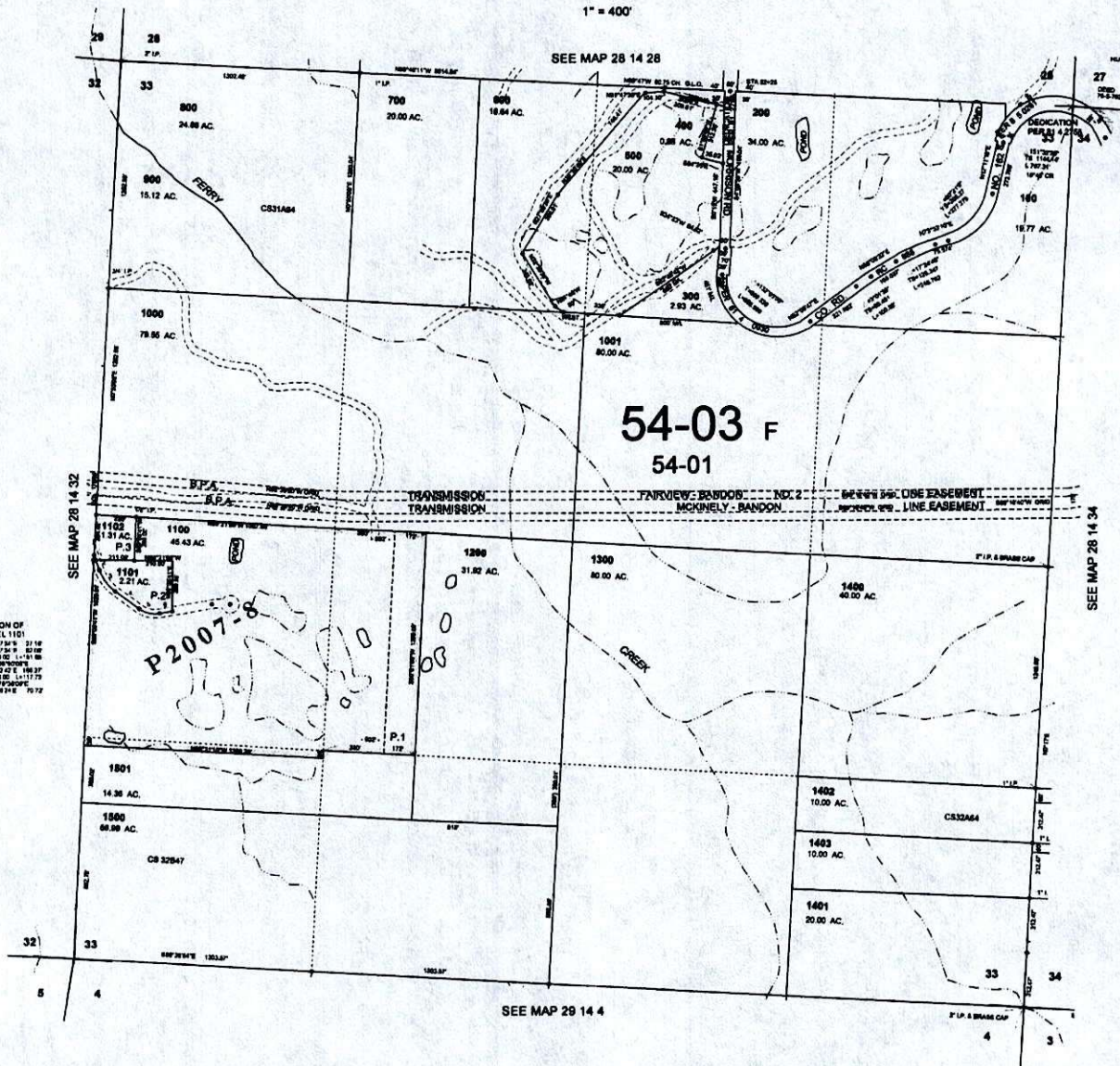
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 33 T28S R14W W.M.  
COOS COUNTY

28S 14W 33

CANCELLED NO  
1400U1  
1400U2  
1502  
1503

1" = 400'



PORTION OF PARCEL 1101  
1. 1101 AC. 23.18  
2. 1102 AC. 23.18  
3. 1103 AC. 23.18  
4. 1104 AC. 23.18  
5. 1105 AC. 23.18  
6. 1106 AC. 23.18  
7. 1107 AC. 23.18  
8. 1108 AC. 23.18  
9. 1109 AC. 23.18  
10. 1110 AC. 23.18

06-07-2007  
28S 14W 33



**TICOR TITLE INSURANCE**

96 09 1070

**STATUTORY WARRANTY DEED**

MARILYN E. STEWART Grantor, conveys and warrants to JOHN SANFORD THOMAS AND BILL THOMAS, HUSBAND AND WIFE Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Coos County, Oregon, to wit:

SEE 'LEGAL DESCRIPTION' SHOWN ON EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.0930. The said property is free from encumbrances except SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The true consideration for this conveyance is \$50,000.00 (Here comply with the requirements of ORS 93.030)

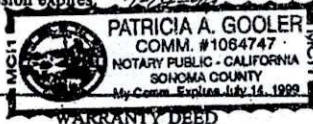
Dated this 9<sup>th</sup> day of September 19 96

*Marilyn E. Stewart*  
MARILYN E. STEWART

California  
State of ~~Oregon~~, County of Sonoma  
The foregoing instrument was acknowledged before me  
this 9<sup>th</sup> day of September 19 96  
by Marilyn E. Stewart

State of Oregon, County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
by \_\_\_\_\_ President  
and \_\_\_\_\_ Secretary  
of \_\_\_\_\_  
a \_\_\_\_\_  
corporation, on behalf of the corporation.

*Patricia A. Gooler*  
Notary Public for ~~Oregon~~ California  
My commission expires: 7-14-98



Notary Public for Oregon  
My commission expires:

**WARRANTY DEED**

GRANTOR: MARILYN E. STEWART  
GRANTEE: JOHN SANFORD THOMAS  
Until a change is requested, all tax statements shall be sent to the following address:  
JOHN SANFORD THOMAS  
RT 2 BOX 383  
BANDON, OR 97411

Escrow No. 6-69-154 Title No.6-69-154

After recording return to:  
JOHN SANFORD THOMAS  
RT 2 BOX 383  
BANDON, OR 97411

AFTER RECORDING  
RETURN TO  
Ticor Title Insura.,ca  
131 N 3rd - Box 1,75  
Coos Bay, OR 97420-0233

Ticor Title Insurance Company

This Space Reserved for Recorder's Use

RECORDING # 96091070  
I, Mary Ann Wilson,  
Coos County Clerk, certify  
the within instrument  
was filed for record at  
3:32 PM 09/25/1996  
By J. WILSON Deputy  
# pages 3 Fee \$ 43.00



2592



LEGAL DESCRIPTION

6-69-154

PARCEL I: The S 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, and the South 60 feet and 1 inch of the N 1/2 of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 34, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying West of Morrison Road.

SAVE AND EXCEPT: That portion conveyed to Coos County, Oregon by Deed recorded August 27, 1975, bearing Microfilm Reel No. 75-08-118015, Records of Coos County, Oregon.

PARCEL II: The S 1/2 of the N 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, and the North 50 feet of the S 1/2 of the N 1/2 of the SW 1/4 of the SW 1/4 of Section 34, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, being West of Morrison Road.

SAVE AND EXCEPT: That portion conveyed to Coos County, Oregon by Deed recorded August 27, 1975, bearing Microfilm Reel No. 75-08-118012, Records of Coos County, Oregon.

PARCEL III: The N 1/2 of the N 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

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2593



**TICOR TITLE INSURANCE**

96 09 1070

EXHIBIT "A" - PAGE TWO

1. 1996-97 taxes which are a lien, but not yet payable.  
Tax Acct. No. 10317.02, 10317.03, 10317.04; Code No. 54.01
2. Such rights and easements for navigation and fishing as may exist over that portion of the property lying beneath the waters of creeks.
3. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.
4. Rights of the public in and to that portion lying within streets, roads and highways.
5. Easement, including the terms and provisions thereof,  
To: United States of America  
Recorded: March 6, 1959  
Book: 270 Page: 329  
Records of Coos County, Oregon.  
For: Access road
6. Minerals, including the terms and provisions thereof, reserved by Leland R. Kibbe and Gertrude Kibbe, husband and wife, in instrument recorded November 12, 1970, bearing Microfilm Reel No. 70-11-53405, Records of Coos County, Oregon.  
  
The mineral interest reserved or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.
7. Easement, including the terms and provisions thereof,  
To: Coos-Curry Electric Cooperative, Inc., a cooperative corporation  
Recorded: October 20, 1980  
Microfilm Reel No. 80-4-7395  
Records of Coos County, Oregon.  
For: Right of way
8. Easement, including the terms and provisions thereof,  
To: Melvin Boak and Margaret Boak  
Recorded: July 17, 1987  
Microfilm Reel No. 87-4-3854  
Records of Coos County, Oregon.  
For: Ingress and egress
9. Easement, including the terms and provisions thereof,  
To: Coos County  
Recorded: September 3, 1987  
Microfilm Reel No. 87-5-5073  
Records of Coos County, Oregon.  
For: forest management
10. Easement, including the terms and provisions thereof,  
To: Lane Resource Management Inc.  
Recorded: March 24, 1994  
Microfilm Reel No. 94-03-1294  
Records of Coos County, Oregon.

6-69-154

Ticor Title Insurance Company

2594



When recorded, return to:  
Umpqua Bank  
Attn: Post Closing  
6610 SW Cardinal Lane, 1st Floor  
Tigard, OR 97224

COOS COUNTY, OREGON **2017-10911**  
\$111.00 11/13/2017 01:55:01 PM  
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=14

**AFTER RECORDING  
RETURN TO  
Ticor Title Company  
300 West Anderson Ave. - Box 1075  
Coos Bay, OR 97420-0233**

Title Order No.: 360617021389  
Escrow No.: 360617021389  
LOAN #: 8501346663

[Space Below This Line For Acknowledgment]

**DEED OF TRUST**

**MIN 1000458-1000207973-6  
MERS PHONE #: 1-888-679-6377**

**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 **November 3, 2017**, together with all Riders to this document.

(B) "Borrower" is **John Sanford Thomas and Billie Thomas, as tenants by the entirety.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Umpqua Bank.**

Lender is a **State Chartered Bank,**  
**Oregon,**  
**Mountlake Terrace, WA 98043.**

organized and existing under the laws of  
Lender's address is **6021 244th Street SW,**

(D) "Trustee" is **Ticor title.**

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) "Note" means the promissory note signed by Borrower and dated **November 3, 2017.** The Note states that Borrower owes Lender **ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100** ..... Dollars (U.S. **\$135,000.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2047.**

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

(H) "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.





(I) "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
- Balloon Rider
- 1-4 Family Rider
- Mortgage Electronic Registration Systems, Inc. Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- V.A. Rider

(J) "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-appealable judicial opinions.

(K) "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.

(L) "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.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "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.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "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.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 the County

[Type of Recording Jurisdiction]

of Coos

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".  
APN #: 1031703

which currently has the address of 54090 Morrison Rd, Bandon,

[Street] [City]

Oregon 97411

("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.





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 the title 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 payment 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 its 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 dues, 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 amounts 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 deemed 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 as 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 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified 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.

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 Escrow 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 by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating 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. 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.

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 lessened. During such repair and restoration period, Lender shall have the right to hold such insurance 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 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, insofar 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 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 interior 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 forfeiture, for enforcement of a lien which may attain 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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.

**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 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 acceleration has occurred, reinstate as provided in Section 19, by causing 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 liability 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.

**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 that 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 by 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, those 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 Reinstate 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 reinstate 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 hereto 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 can 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 substances: gasoline, kerosene, 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 reinstate 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 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 sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and 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.





LOAN #: 8501346663

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 Evidence 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.

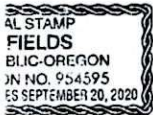
You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date 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 executed by Borrower and recorded with it.

John Sanford Thomas 11/6/17 (Seal)  
JOHN SANFORD THOMAS DATE

Billie Thomas 11/6/17 (Seal)  
BILLIE THOMAS DATE



Initials: JT BT  
OREDEED 0315  
OREDEED (CLS)  
10/30/2017 03:26 PM PST





LOAN #: 8501346663

State of OREGON

County of COOS

This instrument was acknowledged before me on November 6, 2017 by JOHN SANFORD THOMAS AND BILLIE THOMAS.



[Signature]  
Signature of Notarial Officer

Notary  
Title (and Rank)

My commission expires: 9/20/20

Lender: Umpqua Bank  
NMLS ID: 401867  
Loan Originator: Sarah Renee Rollicheck  
NMLS ID: 1107057



Initials: JT BT  
CREDEED 0315  
CREDEED (CLS)  
10/30/2017 03:26 PM PST





LOAN #: 8501346663  
MIN: 1000458-1000207973-6

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER**  
(MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **3rd** day of **November, 2017**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Umpqua Bank, a State Chartered Bank**

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:  
**54090 Morrison Rd, Bandon, OR 97411.**

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

**A. DEFINITIONS**

1. The Definitions section of the Security Instrument is amended as follows:  
"Lender" is **Umpqua Bank**.

Lender is **a State Chartered Bank** organized and existing under the laws of **Oregon**. Lender's address is **6021 244th Street SW, Mountlake Terrace, WA 98043.**

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.





**LOAN #: 8501346663**

**B. TRANSFER OF RIGHTS IN THE PROPERTY**

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

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 the

**County** [Type of Recording Jurisdiction] of  
**Coos** [Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**  
**APN #: 1031703**

which currently has the address of **54090 Morrison Rd, Bandon,**

[Street][City]

**OR 97411** ("Property Address"):  
[State] [Zip Code]

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."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

**C. NOTICES**

Section 15 of the Security Instrument is amended to read as follows:

**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





**LOAN #: 8501346663**

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 that 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. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. 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.

**D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE**

Section 20 of the Security Instrument is amended to read as follows:

**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. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. 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 hereto 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 can 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.





LOAN #: 8501346663

E. SUBSTITUTE TRUSTEE

Section 24 of the Security Instrument is amended to read as follows:

**24. Substitute Trustee.** In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.

John Sanford Thomas 11/6/17 (Seal)  
JOHN SANFORD THOMAS DATE

Billie Thomas 11/6/17 (Seal)  
BILLIE THOMAS DATE





When recorded, return to:  
Umpqua Bank  
Attn: Post Closing  
6610 SW Cardinal Lane, 1st Floor  
Tigard, OR 97224

COOS COUNTY, OREGON **2017-10911**  
\$111.00 11/13/2017 01:55:01 PM  
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=14

COOS COUNTY, OREGON **2017-10926**  
\$116.00 11/13/2017 03:21:00 PM  
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=15

AFTER RECORDING  
RETURN TO  
Ticor Title Company  
300 West Anderson Ave. - Box 1075  
Coos Bay, OR 97420-0233

Title Order No.: 360617021389  
Escrow No.: 360617021389  
LOAN #: 8501346663

*Re-record at the request of ticor title company to  
add the missing legal description previously in Inst #2017-10911*  
[Space Below This Line For Acknowledgment]

DEED OF TRUST

MIN 1000458-1000207973-8  
MERS PHONE #: 1-888-679-6377

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 **November 3, 2017**, together with all Riders to this document.
- (B) "Borrower" is **John Sanford Thomas and Billie Thomas, as tenants by the entirety.**

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is **Umpqua Bank.**

Lender is **a State Chartered Bank, Oregon, Mountlake Terrace, WA 98043.**

organized and existing under the laws of  
Lender's address is **6021 244th Street SW,**

(D) "Trustee" is **Ticor title.**

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) "Note" means the promissory note signed by Borrower and dated **November 3, 2017.** The Note states that Borrower owes Lender **ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100** ..... Dollars (U.S. **\$135,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2047.**

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

(H) "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.

Initials: *JW BT*  
CREDEED 0315  
CREDEED (CLS)  
10/30/2017 03:28 PM PST





(I) "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
- Balloon Rider
- 1-4 Family Rider
- Mortgage Electronic Registration Systems, Inc. Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- V.A. Rider

(J) "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-appealable judicial opinions.

(K) "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.

(L) "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.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "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.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "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.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 the County

[Type of Recording Jurisdiction]

of Coos

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 1031703

which currently has the address of 54090 Morrison Rd, Bandon,

[Street] [City]

Oregon 97411

("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.





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 the title 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 payment 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 its 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 dues, 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 amounts 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 deemed 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 as 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 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified 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.

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 Escrow 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 by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating 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. 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.

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 lessened. During such repair and restoration period, Lender shall have the right to hold such insurance 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 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, insofar 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 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 interior 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 forfeiture, for enforcement of a lien which may attain 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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.

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 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 acceleration has occurred, reinstate as provided in Section 19, by causing 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 liability 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.

**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 that 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 by 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, those 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 Reinstate 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 reinstate 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 hereto 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 can 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 substances: gasoline, kerosene, 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 reinstate 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 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 sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and 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.





LOAN #: 8501346663

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 Evidence 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.

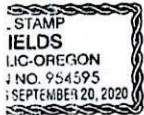
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*John Sanford Thomas*  
\_\_\_\_\_  
JOHN SANFORD THOMAS

11/6/17 (Seal)  
\_\_\_\_\_  
DATE

*Billie Thomas*  
\_\_\_\_\_  
BILLIE THOMAS

11/6/17 (Seal)  
\_\_\_\_\_  
DATE



Initials: *JT BT*  
OREDEED 0315  
OREDEED (CLS)  
10/30/2017 03:26 PM PST





State of OREGON

County of COOS

This instrument was acknowledged before me on November 6, 2017 by JOHN SANFORD THOMAS AND BILLIE THOMAS.



[Signature]  
Signature of Notarial Officer

Notary  
Title (and Rank)

My commission expires: 9/20/20

Lender: Umpqua Bank  
NMLS ID: 401867  
Loan Originator: Sarah Renee Rollcheck  
NMLS ID: 1107057



Initials: JT BT  
@REDEED 0315  
@REDEED (CLS)  
10/30/2017 03:26 PM PST





LOAN #: 8501346663  
MIN: 1000458-1000207973-6

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER**  
(MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **3rd** day of **November, 2017**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Umpqua Bank, a State Chartered Bank**

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

**54090 Morrison Rd, Bandon, OR 97411.**

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

**A. DEFINITIONS**

1. The Definitions section of the Security Instrument is amended as follows:  
"Lender" is **Umpqua Bank**.

Lender is **a State Chartered Bank** organized and existing under the laws of **Oregon**. Lender's address is **6021 244th Street SW, Mountlake Terrace, WA 98043.**

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.





**LOAN #: 8501346663**

**B. TRANSFER OF RIGHTS IN THE PROPERTY**

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

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 the

**County**

[Type of Recording Jurisdiction] of

**Coos**

[Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

**AS "EXHIBIT A".**

**APN #: 1031703**

which currently has the address of **54090 Morrison Rd, Bandon,**

[Street][City]

**OR 97411**

("Property Address"):

[State] [Zip Code]

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."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

**C. NOTICES**

Section 15 of the Security Instrument is amended to read as follows:

**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





**LOAN #: 8501346663**

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 that 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. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. 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.

**D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE**

Section 20 of the Security Instrument is amended to read as follows:

**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. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. 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 hereto 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 can 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.





LOAN #: 8501346663

E. SUBSTITUTE TRUSTEE

Section 24 of the Security Instrument is amended to read as follows:

**24. Substitute Trustee.** In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.

*John Sanford Thomas* 11/6/17 (Seal)  
JOHN SANFORD THOMAS DATE

*Billie Thomas* 11/6/17 (Seal)  
BILLIE THOMAS DATE





## **EXHIBIT A**

**Order No.:** 360617021389

The NW 1/4 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.



# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

**NOT OFFICIAL VALUE**

August 18, 2020 10:14:44 am

Account # 1031703  
 Map # 28S14330001402  
 Code - Tax # 5403-1031703

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Legal Descr See Record

Mailing Name THOMAS, JOHN S. & BILLIE

Deed Reference # See Record

Agent

Sales Date/Price See Record

In Care Of

Appraiser GORDON WEST

Mailing Address 54090 MORRISON RD  
 BANDON, OR 97411-8378

Prop Class 661 MA SA NH Unit  
 RMV Class 600 06 27 RRL 18419-1

Situs Address(s)	Situs City
ID# 10 54090 MORRISON RD	BANDON

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
5403 Land	12,452					0	
Impr.	215,960					0	
<b>Code Area Total</b>	<b>228,412</b>	<b>180,450</b>	<b>191,629</b>	<b>12,452</b>	<b>11,179</b>	<b>0</b>	
<b>Grand Total</b>	<b>228,412</b>	<b>180,450</b>	<b>191,629</b>	<b>12,452</b>	<b>11,179</b>	<b>0</b>	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
5403	30	<input checked="" type="checkbox"/>		F	Forest Site	100	A	1.00	AVF	006*	7,637
5403					SITE AMENTIES	100					4,000
5403	40	<input checked="" type="checkbox"/>		F	Small Tract Forest land	100	A	4.00	STF-E	006*	362
5403	10	<input type="checkbox"/>		F	Small Tract Forest land	100	A	5.00	STF-E	006*	453
<b>Grand Total</b>								<b>10.00</b>			<b>12,452</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
5403	2	2003	319	GP SHED	100		684		5,360	
5403	1	1997	143	Two story-Class 4	100		1,911		210,600	
<b>Grand Total</b>								<b>2,595</b>		<b>215,960</b>

Code Area	Type	Exemptions/Special Assessments/Potential Liability									
<b>NOTATION(S):</b>											
<ul style="list-style-type: none"> <li>■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST</li> <li>■ FOREST HOMESITE</li> </ul>											
5403											
<b>FIRE PATROL:</b>											
<ul style="list-style-type: none"> <li>■ FIRE PATROL SURCHARGE</li> <li>■ FIRE PATROL TIMBER</li> </ul>											
		<b>Amount</b>									
						47.50					Year 2020
						18.75	Acres		10		Year 2020



**STATEMENT OF TAX ACCOUNT**  
**COOS COUNTY TAX COLLECTOR**  
**COOS COUNTY COURTHOUSE**  
**COQUILLE, OREGON 97423**  
**(541) 396-7725**

18-Aug-2020

THOMAS, JOHN S. & BILLIE  
 54090 MORRISON RD  
 BANDON OR 97411-8378

Tax Account #	1031703	Lender Name	CLG - UMPQUA BANK
Account Status	A	Loan Number	
Roll Type	Real	Property ID	5403
Situs Address	54090 MORRISON RD BANDON OR 97411	Interest To	Sep 15, 2020

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,938.39	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.72	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,839.48	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,781.25	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,746.83	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,741.96	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.31	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.21	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.16	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.09	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.06	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$93.89	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.73	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.70	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.70	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.75	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.99	Nov 15, 2003
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$11,659.22	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #1031793 COMBINED INTO #1031703 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION



**COOS COUNTY ASSESSOR  
REAL PROPERTY ACCOUNT NAMES**

8/18/2020 10:15:43 AM

**Account #** 1031703  
**Map** 28S1433-00-01402  
**Owner** THOMAS, JOHN S. & BILLIE  
54090 MORRISON RD  
BANDON OR 97411-8378

---

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	THOMAS, JOHN S. & BILLIE	OWNER	100.00





300 W Anderson  
(541)269-5127

**OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS**  
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

**To ("Customer"):** Stuntzner Engineering and Forestry, LLC  
PO Box 118  
Coos Bay, OR 97420

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 360620032372  
**Effective Date:** August 25, 2020 at 08:00 AM  
**Charge:** \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

**THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.**

**Part One - Ownership and Property Description**

**Owner.** The apparent vested owner of property ("the Property") as of the Effective Date is:

John Sanford Thomas and Billie Thomas, as tenants by the entirety

**Premises.** The Property is:

**(a) Street Address:**

Vacant Land, Coos Bay, OR 97420

**(b) Legal Description:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



**Part Two - Encumbrances**

**Encumbrances.** As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

**EXCEPTIONS**

1. 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 2020-2021.
2. Unpaid Property Taxes are as follows:

Fiscal Year: 2019-2020  
Amount: \$23.41, plus interest, if any  
Levy Code: 5401  
Account No.: 1031704  
Map No.: 28-14-33 TL1403

3. The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
4. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Ferry Creek, streams and tributaries.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Ferry Creek, streams and tributaries.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Ferry Creek, streams and tributaries.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: United States of America  
Recording Date: March 6, 1959  
Recording No: Book 270, Page 329

6. Any interest in any oil, gas and/or minerals, as disclosed by document

Entitled: Warranty Deed  
Recording Date: November 12, 1970  
Recording No: 70-11-53405

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

7. Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the document

Entitled: Warranty Deed



Dated: October 27, 1970  
Recording Date: November 12, 1970  
Recording No: 70-11-53405

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Coos-Curry Electric Cooperative, Inc.  
Recording Date: October 20, 1980  
Recording No: 80-4-7395

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Melvin Boak and Margaret Boak  
Recording Date: July 17, 1987  
Recording No: 87-4-3854

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Coos County, Oregon  
Recording Date: September 3, 1987  
Recording No: 87-5-5073

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Lane Resources Management, Inc.  
Recording Date: March 24, 1994  
Recording No: 94-03-1294

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Coos County, Oregon  
Recording Date: September 23, 1996  
Recording No: 96-09-0965

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Coos-Curry Electric Cooperative, Inc.  
Recording Date: December 9, 1997  
Recording No: 97-12-0406

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: GTE Northwest Incorporated  
Recording Date: August 10, 2000  
Recording No: 2000-8518

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



Ticor Title Company of Oregon  
Order No. 360620032372

**End of Reported Information**

There will be additional charges for additional information or copies. For questions or additional requests, contact:

John Beaver  
541-269-5127  
john.beaver@ticortitle.com

Ticor Title Company of Oregon  
300 W Anderson  
Coos Bay, OR 97420



**EXHIBIT "A"**  
Legal Description

The S 1/2 of the N 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING That portion conveyed in Property Line Adjustment Deed recorded March 02, 2016 as Microfilm No. 2016-1794, Records of Coos County, Oregon.



**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.



Ticor Title Company of Oregon  
Order No. 360620032372

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

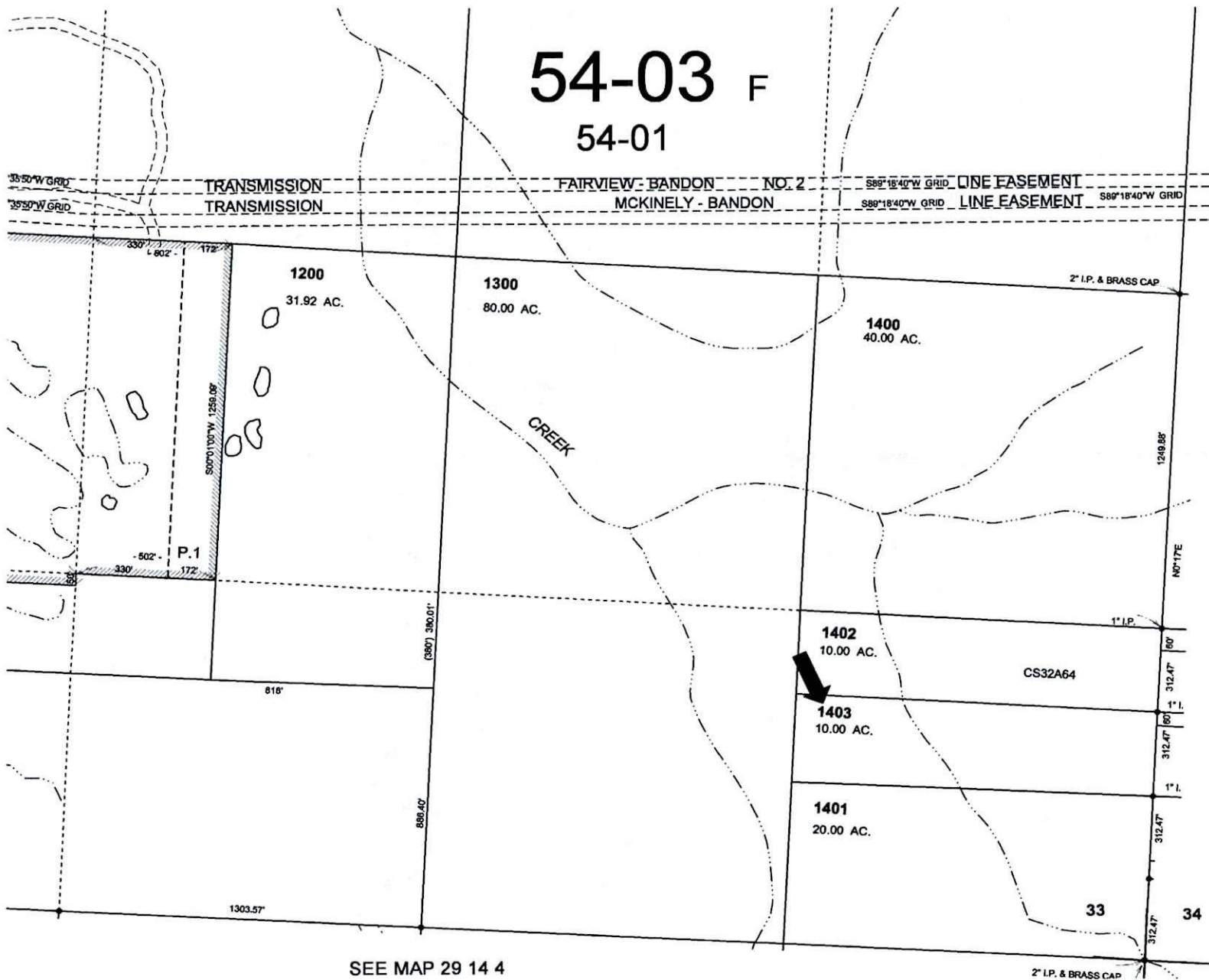




This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, locations of easements, acreage or other matters shown thereon.

# 54-03 F

## 54-01



SEE MAP 29 14 4















**TICOR TITLE INSURANCE**

96 09 1070

**STATUTORY WARRANTY DEED**

**MARILYN E. STEWART** Grantor, conveys and warrants to **JOHN SANFORD THOMAS AND BILL THOMAS, HUSBAND AND WIFE** Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Coos County, Oregon, to wit:

SEE 'LEGAL DESCRIPTION' SHOWN ON EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.0930. The said property is free from encumbrances except SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The true consideration for this conveyance is \$50,000.00 (Here comply with the requirements of ORS 93.030)

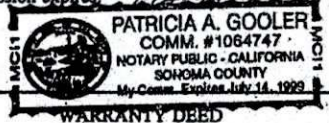
Dated this 24 day of September 19 96

*Marilyn E. Stewart*  
MARILYN E STEWART

California  
State of ~~CA~~ SONOMA, County of SONOMA  
The foregoing instrument was acknowledged before me  
this 24 day of September, 19 96  
by Marilyn E. Stewart

State of Oregon, County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ President  
and \_\_\_\_\_ Secretary  
of \_\_\_\_\_  
a \_\_\_\_\_  
corporation, on behalf of the corporation.

*Patricia A. Gooler*  
Notary Public for ~~Oregon~~ CALIFORNIA  
My commission expires: 7-11-96



Notary Public for Oregon  
My commission expires:

**WARRANTY DEED**

GRANTOR: MARILYN E. STEWART  
GRANTEE: JOHN SANFORD THOMAS  
Until a change is requested, all tax statements shall be sent to the following address:  
JOHN SANFORD THOMAS  
RT 2 BOX 383  
BANDON, OR 97411

Escrow No. 6-69-154 Title No. 6-69-154

After recording return to:  
JOHN SANFORD THOMAS  
RT 2 BOX 383  
BANDON, OR 97411

AFTER RECORDING  
RETURN TO  
Ticor Title Insurs.:ca  
131 N 3rd - Box 1.75  
Coos Bay, OR 97420-0222

Ticor Title Insurance Company

This Space Reserved for Recorder's Use

RECORDING # 96091070  
I, Mary Ann Wilson,  
Coos County Clerk, certify  
the within instrument  
was filed for record at



3:32 PM ON 09/25/1996  
By J. WILSON Deputy

# pages 3 Fee \$ 43.00

2592



**TICOR TITLE INSURANCE**

96 09 1070

EXHIBIT "A"

LEGAL DESCRIPTION

6-69-154

**PARCEL I:** The S 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, and the South 60 feet and 1 inch of the N 1/2 of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 34, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying West of Morrison Road.

**SAVE AND EXCEPT:** That portion conveyed to Coos County, Oregon by Deed recorded August 27, 1975, bearing Microfilm Reel No. 75-08-118015, Records of Coos County, Oregon.

**PARCEL II:** The S 1/2 of the N 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, and the North 60 feet of the S 1/2 of the N 1/2 of the SW 1/4 of the SW 1/4 of Section 34, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, being West of Morrison Road.

**SAVE AND EXCEPT:** That portion conveyed to Coos County, Oregon by Deed recorded August 27, 1975, bearing Microfilm Reel No. 75-08-118012, Records of Coos County, Oregon.

**PARCEL III:** The N 1/2 of the N 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

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**TICOR TITLE INSURANCE**

96 09 1070

EXHIBIT "A" - PAGE TWO

1. 1996-97 taxes which are a lien, but not yet payable.  
Tax Acct. No. 10317.02, 10317.03, 10317.04; Code No. 54.01
2. Such rights and easements for navigation and fishing as may exist over that portion of the property lying beneath the waters of creeks.
3. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.
4. Rights of the public in and to that portion lying within streets, roads and highways.
5. Easement, including the terms and provisions thereof,  
To: United States of America  
Recorded: March 6, 1955  
Book: 270 Page: 329  
Records of Coos County, Oregon.  
For: Access road
6. Minerals, including the terms and provisions thereof, reserved by Leland R. Kibbe and Gertrude Kibbe, husband and wife, in instrument recorded November 12, 1970, bearing Microfilm Reel No. 70-11-53405, Records of Coos County, Oregon.  
  
The mineral interest reserved or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.
7. Easement, including the terms and provisions thereof,  
To: Coos-Curry Electric Cooperative, Inc., a cooperative corporation  
Recorded: October 20, 1980  
Microfilm Reel No. 80-4-7395  
Records of Coos County, Oregon.  
For: Right of way
8. Easement, including the terms and provisions thereof,  
To: Melvin Boak and Margaret Boak  
Recorded: July 17, 1987  
Microfilm Reel No. 87-4-3854  
Records of Coos County, Oregon.  
For: Ingress and egress
9. Easement, including the terms and provisions thereof,  
To: Coos County  
Recorded: September 3, 1987  
Microfilm Reel No. 87-5-5073  
Records of Coos County, Oregon.  
For: forest management
10. Easement, including the terms and provisions thereof,  
To: Lane Resource Management Inc.  
Recorded: March 24, 1994  
Microfilm Reel No. 94-03-1294  
Records of Coos County, Oregon.

6-69-154

Ticor Title Insurance Company

2594



## AFTER RECORDING RETURN TO:

John and Billie Thomas  
54090 Morrison Road  
Bandon, Oregon 97420



00038422201600017940030033

Terri L. Turt, Coos County Clerk

## SEND TAX STATEMENT TO:

John and Billie Thomas  
54090 Morrison Road  
Bandon, Oregon 97420

CONSIDERATION: NONE

## PROPERTY LINE ADJUSTMENT DEED

JOHN SANFORD THOMAS AND BILLIE THOMAS, HUSBAND AND WIFE, GRANTORS, are the owners of the West Half (W1/2) of the South Half (S1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), together with the West Half of the South Half (S1/2) of the North Half (N1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, as more particularly described in Statutory Warranty Deed 96-09-1070, Deed Records of Coos County, subject to prior property line adjustments.

JOHN SANFORD THOMAS AND BILLIE THOMAS, HUSBAND AND WIFE, GRANTEEES, are the owners of the West Half of the North Half (N1/2) of the North Half (N1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, as more particularly described in Statutory Warranty Deed 96-09-1070, Deed Records of Coos County, subject to a prior property line adjustment.

THE GRANTORS AND GRANTEEES SHARE A COMMON BOUNDARY THAT THEY WISH TO ADJUST. THE NEW ADJUSTED LINE IS DESCRIBED AS FOLLOWS:

The South line of the West Half (W1/2) of the South Half (S1/2) of the North Half (N1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

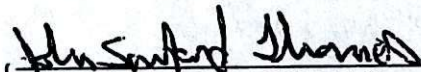
THE GRANTORS CONVEY TO THE GRANTEEES THE FOLLOWING DESCRIBED PROPERTY:

The West Half (W1/2) of the South Half (S1/2) of the North Half (N1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.



BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

GRANTORS

  
\_\_\_\_\_  
JOHN SANFORD THOMAS

  
\_\_\_\_\_  
BILLIE THOMAS

GRANTEES

  
\_\_\_\_\_  
JOHN SANFORD THOMAS

  
\_\_\_\_\_  
BILLIE THOMAS



STATE OF Oregon

COUNTY OF Coos

This instrument was acknowledged before me on this 1<sup>st</sup> day of March, 2016 by John Sanford Thomas

Notary Public for Billie Thomas

Jennifer Lee Rosson  
Notary Public



STATE OF Oregon

COUNTY OF Coos

This instrument was acknowledged before me on this 1<sup>st</sup> day of March, 2016 by Billie Thomas

Notary Public for John Sanford Thomas

Jennifer Lee Rosson  
Notary Public





U. S. DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of FIFTY ----- Dollars (\$ 50.00)

In hand paid, receipt of which is hereby acknowledged, WESLEY CHAPPELL, a single man, ERNEST G. RAY AND WINIFRED G. RAY, husband and wife, STEPHEN G. BALLEW AND IRMA L. BALLEW, husband and wife, IELAND R. KIBBE, also known as L.R. Kibbe, and GERTRUDE KIBBE, also known as M. Gertrude Kibbe, husband and wife, GEORGE F. KRONENBERG AND MARIE KRONENBERG, husband and wife, and CLAUDE E. WALDROP AND DOROTHY B. WALDROP, husband and wife, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, a permanent easement and right of way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts and for curves at the angle points, all over and across the lands of the Grantor in

a portion of the NE 1/4 of Section 33, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon,

for the following purposes, namely: the right to enter and to clear of timber and brush; the right to grade, level, cut, fill, drain, ~~excavate~~ surface, maintain, repair and rebuild of road and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said road on, over, and across the land embraced within the right of way, as shown on the attached right of way map serially numbered 41520, Rev. 2, colored in red.

The Grantor reserves the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its employees, contractors, agents, or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents, or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage.

It is further understood and agreed that Grantor may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD the said easement and right of way to the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the Grantor that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

Grantor covenants with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances; and that Grantor will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whatsoever.

DATED this 16 day of January, 1957

Ernest G. Ray

Winifred G. Ray

Ieland R. Kibbe

Gertrude Kibbe

Claude E. Waldrop

Dorothy B. Waldrop

Wesley Chappell

Stephen G. Ballew

Irma L. Ballew

George F. Kronenberg

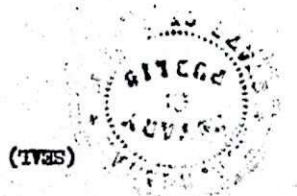
Marie Kronenberg





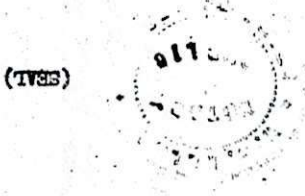
Notary Public in and for the State of Oregon, Residing at *Holliman, Oregon*  
*M.E. Holliman*  
My commission expires: 9/20/61

Given under my hand and official seal the day and year last above written.  
On the *12<sup>th</sup>* day of *January*, 1959, personally came before me, a notary public in and for said County and State, the within-named *IRLAND R. KIBBE AND GERTRUDE KIBBE*, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Notary Public in and for the State of Oregon, Residing at *Holliman, Oregon*  
*M.E. Holliman*  
My commission expires: 9/20/61

Given under my hand and official seal the day and year last above written.  
On the *29<sup>th</sup>* day of *January*, 1959, personally came before me, a notary public in and for said County and State, the within-named *ERNEST G. RAY AND WINIFRED G. RAY*, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Notary Public in and for the State of Oregon, Residing at *Holliman, Oregon*  
*M.E. Holliman*  
My commission expires: 9/20/61

Given under my hand and official seal the day and year last above written.  
On the *12<sup>th</sup>* day of *January*, 1959, personally came before me, a notary public in and for said County and State, the within-named *WESLEY CHARLES*, a single man, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



STATE OF *Oregon*  
COUNTY OF *Clatsop* } ss:

On the *16<sup>th</sup>* day of *January*, 1959, personally came before me, a notary public in and for said County and State, the within-named CLAUDE E. WALDROP AND DOROTHY B. WALDROP, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



*M.E. Johnson*  
Notary Public in and for the  
State of *Oregon*  
Residing at *Portland, Oregon*  
My commission expires: *9/20/61*

STATE OF *Oregon*  
COUNTY OF *Clatsop* } ss:

On the *16<sup>th</sup>* day of *February*, 1959, personally came before me, a notary public in and for said County and State, the within-named STEPHEN G. BALLEW AND IRMA L. BALLEW, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



*M.E. Johnson*  
Notary Public in and for the  
State of *Oregon*  
Residing at *Portland, Oregon*  
My commission expires: *9/20/61*

STATE OF *Oregon*  
COUNTY OF *Clatsop* } ss:

On the *16<sup>th</sup>* day of *January*, 1959, personally came before me, a notary public in and for said County and State, the within-named GEORGE F. KROMENBERG AND MARIE KROMENBERG, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

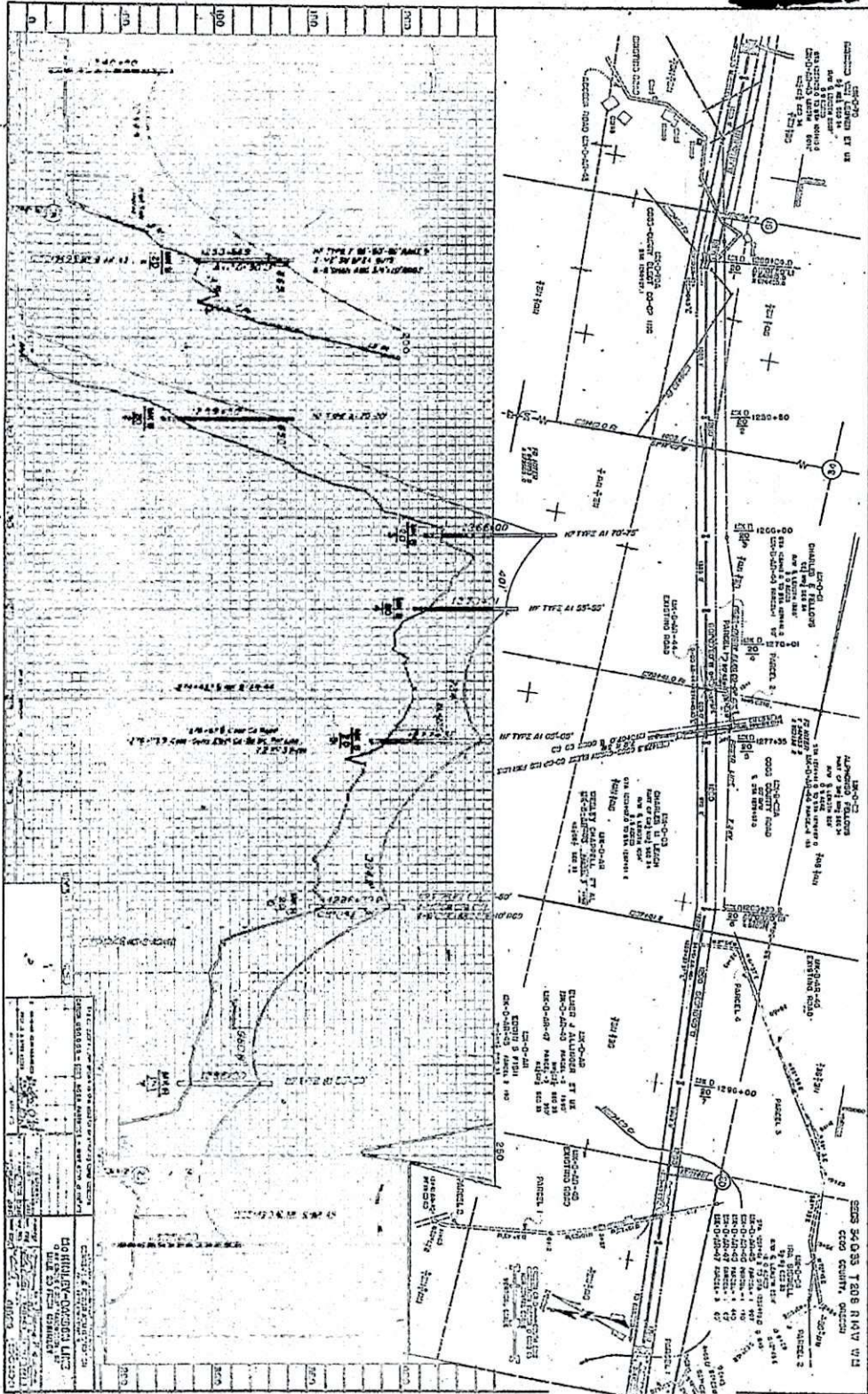
Given under my hand and official seal the day and year last above written.



*M.E. Johnson*  
Notary Public in and for the  
State of *Oregon*  
Residing at *Portland, Oregon*  
My commission expires: *9/20/61*



2



RECORDED MAR 6 1959  
 GEORGIANNA VAUGHAN, COUNTY CLERK



70-11-53405

KNOW ALL MEN BY THESE PRESENTS, That LELAND R. KIBBE and GERTRUDE KIBBE, husband and wife,  
hereinafter called the grantor, for the consideration hereinafter stated,  
to grantor paid by RODERICK K. J. NIELSON and URSULA H. NIELSON  
hereinafter called the grantee,  
does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of COOS and State of Oregon, described as follows, to-wit:

An undivided One-Eighth (1/8th) interest in and to the East half of Southeast quarter, of Section Thirty-three (33), and an undivided One-Eighth (1/8th) interest in and to the West half of Southwest quarter, of Section Thirty-four (34), all in Township Twenty-eight (28) South, of Range Fourteen (14) W.W.M. containing in all 160 acres, more or less in Coos County, Oregon. However, it is expressly stipulated that this deed does not include the oil, gas and minerals in, on, under, and that may be produced from, the lands and such oil, gas and other minerals are hereby excepted and reserved from this conveyance, together with all incidental rights of ingress and egress for the purpose of finding, saving, treating, storing and removing any and all such minerals.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.  
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances save and except those right of ways and easements of record, and that certain oil and gas lease in favor of Ernest G. Ray, dated October 23, 1951, and recorded in Vol. 214, p. 376, of Coos County Records, State of Oregon.

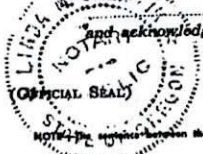
and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.  
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$2,000.00.  
However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which)

In construing this deed and where the context so requires, the singular includes the plural.  
WITNESS grantor's hand this 29 day of October, 1970.

Gertrude Kibbe  
Leland R. Kibbe

STATE OF OREGON, County of Marion, ) ss. 19 70  
Personally appeared the above named LELAND R. KIBBE and GERTRUDE KIBBE

and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: Linda M. Calhoun  
Notary Public for Oregon  
My commission expires 9-24-73

NOTE: The symbol between the symbols ( ) and ( ) should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
AFTER RECORDING RETURN TO  
Rod Nielson  
Box 266  
Bandon

1916  
70-11-53405  
State of Oregon  
County of Coos  
I hereby certify that the within instrument was filed for record

Nov 12 12 56 PM '70

and recorded in Book of Records  
Microfilm Reel No. 70-11-53405  
of said County.  
WITNESS my hand and seal of County  
affixed  
this 12 day of November, 1970.  
By [Signature] County Clerk

Return to [Signature]  
Fee [Signature]



w/o 6136

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P.O. Box 460, Coquille, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Coos, State of Oregon, and more particularly described as follows:

A parcel of land in Section 34, Township 28, South Range 14, West of the Willamette Meridian.



and to construct, operate and maintain on the above described land and/or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, and to remove and trim trees and brush to the extent necessary to keep their clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens whatsoever character except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seal this 18th day of September, 1980, signed, sealed and delivered in the presence of:

WITNESSES:

OWNER'S SIGNATURE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

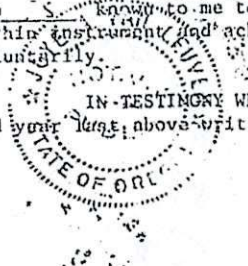
Melvin Toak (Et. Vir.)

\_\_\_\_\_ (Et. Ux.)

STATE OF OREGON )  
                          )  
COUNTY of Coos )

BE IT REMEMBERED, that on this 30th day of Sept, 1980, before me, the undersigned, a Notary Public in and for said County and State; personally appeared the within named Melvin Toak who knows to me to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal, this day and year Sept, above written.



Mary Ann Wilson  
Notary Public for Oregon  
My Commission Expires: May 20 1981

RECORDED OCT 20 1980 AT 4:03  
MARY ANN WILSON, COUNTY CLERK

80 4 7395



87 4 3854

EASEMENT

FOR VALUABLE CONSIDERATION, we, RODERICK J. NIELSON and URSULA H. NIELSON, GRANTORS, convey to MELVIN BOAK and MARGARET BOAK, GRANTEES, an easement for the purpose of ingress and egress and to construct and maintain a road and drainage over and across the following described parcel, to-wit:

The South 60 feet of the North 1/2 of the South 1/2 of the Southwest quarter of the Southwest quarter of Section 34, Township 28 South, Range 14, West of the Willamette Meridian, Coos County, Oregon.

This easement is appurtenant and attaches to the North 1/2 of the South 1/2 of the Southwest quarter of the Southwest quarter of Section 34, Township 28 South, Range 14, West of the Willamette Meridian, Coos County, Oregon, except the South 60 feet thereof.

This agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the grantees.

DATED this 17 day of August, 1987.

GRANTORS:

Roderick J. Nielson  
Roderick J. Nielson  
Ursula H. Nielson  
Ursula H. Nielson

STATE OF OREGON )  
County of Coos } ss

On the 17<sup>th</sup> day of August, 1987, there appeared before me the aforementioned Roderick J. Nielson and Ursula H. Nielson, who acknowledged to me that they executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

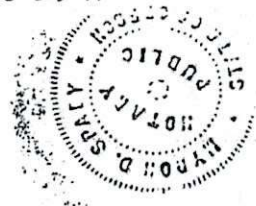
[Signature]  
Notary Public for Oregon  
My Commission Expires: 5-28-91

684  
State of Oregon  
County of Coos

2509  
87-4-3854

I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at

By [Signature] Deputy  
#pages 1 Fee \$ 5



EASEMENT



WAIVER OF RIGHT TO OBJECT

87 5 5073

FOREST MANAGEMENT EASEMENT

NEELSON, RODERICK J. & URSULA H. herein called the Grantors  
(Property Owner's Name)

are the owners of real property described as follows:

Microform Reel # \_\_\_\_\_

Township 28 S. Range 14 W.W.M. Section 33 Tax Lot 1401

In accordance with the conditions set forth in the decision of the Coos County Planning Department, dated August 31, 1987, approving a Conditional Use Application # ACU-87-64 for the above described property, and in consideration of such approval Grantors hereby grant to Coos County on behalf of the owners of all property adjacent to the above described property, a perpetual non-exclusive forest practices management easement as follows

1. The Grantors, their heirs, successors and assigns hereby acknowledge by granting of this easement that the above described property is situated in a forest zone in Coos County, Oregon, and may be subjected to conditions resulting from commercial forest operations on adjacent lands. Such operations include management and harvesting of timber disposal of slash, reforestation application of chemicals, road construction and maintenance, and other accepted and customary forest management activities conducted in accordance with Federal and State laws. Said forest management activities ordinarily and necessarily produce noise, dust, smoke and other conditions, which may conflict with Grantors' use of Grantors' property for residential purposes. Grantors hereby waive all common law rights to object to normal, necessary and non-negligent forest management activities legally conducted on adjacent lands which may conflict with grantors' use of grantors' property for residential purposes and grantors hereby give an easement to Coos County for the benefit of the adjacent property owners for the resultant impact on Grantor's property caused by the forest management activities on adjacent lands.

2. Grantors shall comply with all restrictions and conditions for maintaining residences in forest zones that may be required by State, Federal and local land use laws and regulations. Grantors will comply with all fire safety regulations developed by the Oregon Department of Forestry for residential development within a forest zone.

This easement is appurtenant to all property adjacent to the above described property and shall bind the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjacent landowners, their heirs, successors and assigns. The adjacent landowners, their heirs, successors and assigns are hereby expressly granted the right of third party enforcement of this easement.

IN WITNESS WHEREOF, the Grantors have executed this easement on

State of Oregon  
County of Coos

I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at

Sept. 3 11:39 AM '87  
By M. Bright Deputy

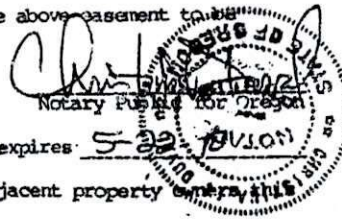
#pages 1 Fee \$ 5  
STATE OF OREGON  
COUNTY OF COOS

Roderick J. Nielson  
(Titleholder's signature)

Ursula H. Nielson  
(Titleholder's signature)

Personally appeared the above named Roderick J. Nielson and Ursula H. Nielson

and acknowledged the above easement to be their voluntary act and deed.



My Commission expires 5-22-1991

This easement is hereby accepted for the benefit of adjacent property on this 3rd day of September 19 87

COOS COUNTY  
BOARD OF COMMISSIONERS

William P. Grile  
WILLIAM P. GRILE  
Planning Director



ONE

## AGREEMENT FOR EASEMENT

94 03 1294

THIS AGREEMENT, Made and entered into this 11 day of March, 19 94  
 by and between M.E. Stewart and Bill Sechler  
 hereinafter called the first party, and Lane Resource Management, Inc.  
 hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Coos  
 County, State of Oregon, to-wit:

The N 1/2 of the N 1/2 of the SE 1/4 of the SE1/4 of section 33, Township 28  
 South, Range 14 West of the Willamette Meridian, Coos County, OR.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second  
 party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowl-  
 edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

Perpetual Permanent Easement For Access From Tax Lot 1300 of section 34  
 Township 28 South, Range 14 West of the Willamette Meridian, Coos County,  
 Oregon, to Tax Lot 1400 of section 33, Township 28 South, Range 14 West of  
 the Willamette Meridian, Coos County, Oregon.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the  
 right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging  
 branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of  
 the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above de-  
 scribed real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of  
 third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of permanently, always subject,  
 however, to the following specific conditions, restrictions and considerations:

*Return to: Kay*

2910



94 03 1294

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

Beginning at a point 1279.88 due South from 2" IP with Brass Cap denoting the C.W. 1/4 corner of section 33, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, from that point N 15 degrees West 30', then N. 35degrees West 60' to Lane Resource Management, Inc. Property said right of way to be 50' in width

and second party's right of way shall be parallel with said center line and not more than 25 feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one):  the first party;  the second party;  both parties, share and share alike;  both parties, with the first party being responsible for .....% and the second party being responsible for 100%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated MARCH 17, 19 94

M.E. Stewart  
M.E. Stewart

Mark Morhinweg  
Mark Morhinweg, President

Bill Sechler FIRST PARTY

SECOND PARTY

STATE OF OREGON, County of COOS

This instrument was acknowledged before me on MARCH 17, 19 94

by BILL SECHLER

This instrument was acknowledged before me on ....., 19.....

by .....

as .....

of .....

Desiree Watson  
Notary Public for Oregon  
My commission expires .....



FOR EASEMENT  
BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO  
LANE RESOURCE MANAGEMENT, INC.  
P O BOX 2159  
MYRTLE CREEK, OR 97457

STATE OF OREGON, } ss.  
County of .....

I certify that the within instrument was received for record on the ..... day of ....., 19..... at ..... o'clock ..... M., and recorded in book/reel/volume No..... on page ..... or as fee/file/instrument/microfilm/reception No..... Record of .....

of said County.  
Witness my hand and seal of County affixed.

NAME TITLE  
By ..... Deputy

2911



RECORDING # 94031294  
I, Mary Ann Wilson,  
Coos County Clerk, certify  
the within instrument  
was filed for record at:



94 03 1294

3:27 ON 03/24/1994  
By J. WILSON Deputy

# pages 3 Fee \$ 23.00

FORM NO. 23 - ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of COOS

BE IT REMEMBERED, That on this 18TH day of MARCH, 19 94  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named M.E. STEWART

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

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



*Tracy M. McKinley*  
Notary Public for Oregon.  
My Commission expires 6/3/95

FORM NO. 23 - ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

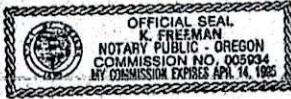
STATE OF OREGON,

County of COOS

BE IT REMEMBERED, That on this 21st day of MARCH, 19 94  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named MARK MORNHINWEG \* \* \* \* \*

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

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



*K. Freeman*  
Notary Public for Oregon.  
My Commission expires 4/14/95

2912



WAIVER OF RIGHT TO OBJECT

FOREST MANAGEMENT EASEMENT

.96 09 0965

John Sanford Thomas, Billie Thomas herein called the Grantors  
(Property Owner's Name)

are the owners of real property described as follows:

91-04-0245, 94-03-0989, 91-04-0245

Microform Reel # 10317.02, 10317.03, 10217.04

Township 28 S.. Range 14 W.W.M.. Section 33 Tax Lot 1401

In accordance with the conditions set forth in the decision of the Coos County Planning Department, dated July 18, 1996, approving a administrative (ACU-96-036) conditional use for a template dwelling for the above described property, and in consideration of such approval. Grantors hereby grant to Coos County on behalf of the owners of all property adjacent to the above described property, a perpetual non-exclusive forest practices management easement as follows:

1. The Grantors, their heirs, successors, and assigns hereby acknowledge by granting of this easement that the above described property is situated in a forest zone in Coos County, Oregon, and may be subjected to conditions resulting from commercial forest operations on adjacent lands. Such operations include management and harvesting of timber, disposal of slash, reforestation, application of chemicals, road construction and maintenance, and other accepted and customary forest management activities conducted in accordance with Federal and State laws. Said forest management activities ordinarily and necessarily produce noise, dust, smoke, and other conditions, which may conflict with Grantors' use of Grantors' property for residential purposes. Grantors hereby waive all common law rights to object to normal, necessary and non-negligent forest management activities legally conducted on adjacent lands which may conflict with grantors' use of grantors' property for residential purposes and grantors hereby give an easement to Coos County for the benefit of the adjacent property owners for the resultant impact on Grantor's property caused by the forest management activities on adjacent lands.

2. Grantors shall comply with all restrictions and conditions for maintaining residences in forest zones that may be required by State, Federal and local land use laws and regulations. Grantors will comply with all fire safety regulations developed by the Oregon Department of Forestry for residential development within a forest zone.

This easement is appurtenant to all property adjacent to the above described property and shall bind the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjacent landowners, their heirs, successors and assigns. The adjacent landowners, their heirs, successors and assigns are hereby expressly granted the right of third party enforcement of this easement.

IN WITNESS WHEREOF, the Grantors have executed this easement on

DATE: SEP 23 1996

RETURN TO:

NAME: Billie Thomas

John Sanford Thomas  
(Titleholder's signature)

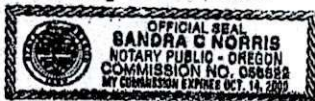
ADDRESS: Rt. 2 Box 383

Bandon, Or. 97411

Billie Thomas  
(Titleholder's signature)

STATE OF OREGON )  
COUNTY OF COOS )

Personally appeared the above named John Sanford Thomas and Billie Thomas and Billie Thomas and acknowledged the above easement to be their voluntary act and deed.



9/23/96

Sandra Morris  
Notary Public for Oregon

My Commission expires: 10/14/2000

This easement is hereby accepted for the benefit of adjacent property owners this 23rd day of SEPT. 1996

RECORDING # 96090965  
I, Mary Ann Wilson,  
Coos County Clerk, certify  
the within instrument  
was filed for record at



COOS COUNTY  
BOARD OF COMMISSIONERS

By Patty Evernden

PATTY EVERNDEN  
Planning Director

2:01 ON 09/23/1996  
N. BRIGHT

By \_\_\_\_\_ Deputy

# pages 1 Fee \$ 13.00

2  
3  
5  
1



Work Order No. 971126

(Space reserved for recording number)

97 12 0406

### RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, for a good and valuable consideration, receipt thereof acknowledged, do hereby grant unto COOS-CURRY ELECTRIC COOPERATIVE, INC., a cooperative corporation whose post office address is P.O.B. 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the County of Coos, State of Oregon, as described in the official County Records at Instrument No. \_\_\_\_\_, being located in Township 14 South, Range 28 West WM, Section 33, and more particularly described as follows:

SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33.

(28-14-33 TL1401, 1402 & 1403)

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, roads or highways abutting said land, an electric transmission or distribution line or system.

OVERHEAD SYSTEM: To remove and trim trees and brush within 20 feet of electric facilities and to remove all dead, weak, leaning and other dangerous trees beyond that distance which are tall enough to strike the facilities in falling. Also, to require that no fence or structure be constructed within 10 feet of the base of any pole.

UNDERGROUND SYSTEM: To remove and trim trees and brush within 10 feet of electric facilities and to require that no structure, foundation, pad driveway and the like be constructed over the facilities. Also, no fence located closer than 5 feet from the centerline of the facility.

Owners covenant that they, their heirs, successors & assigns shall not site fences or structures upon this right-of-way that attach to or interfere with access to the electric facilities or violate the clearance provisions of the then current edition of the National Electrical Safety Code. Further, the undersigned covenant they are owners of the above described lands and that said lands are free and clear of all encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands this 14<sup>th</sup> day of August, 1997.

OWNER SIGNATURE(S):

Billie Thomas                      John S. Thomas

STATE OF OREGON                      )

County of Coos                      )

BE IT REMEMBERED on this 14<sup>th</sup> day of August, 1997, personally appeared the within named Billie & John S. Thomas and acknowledged to me that they executed the foregoing freely and voluntarily.

Kathleen A. Dearth  
Notary Public for Oregon

My Commission Expires: 3-22-99



(NOTARY SEAL)

Return To:  
Coos Curry Electric Cooperative, Inc.  
P.O. Box 1268, Port Orford, OR 97465

989

County Label - DO NOT WRITE IN THIS SPACE!

RECORDING # 97120406

I, Mary Ann Wilson,  
Coos County Clerk, certify  
the within instrument  
was filed for record at

3:58 ON 12/09/1997  
By J. WILSON Deputy

# pages 1      Fee \$ 13.00



THE GRANTOR, John Sanford Thomas and Billie Rae Thomas  
in consideration of mutual benefits to be derived, hereby grants and conveys to GTE Northwest Incorporated, a  
Washington corporation, and to \_\_\_\_\_, a \_\_\_\_\_  
corporation, and their successors or assigns, and licensees and other persons as may be authorized by GTE Northwest  
Incorporated, a perpetual right of way and easement over, under, above, and across the following described property;

TO WIT: Property presently known as TAX LOT 1701 located in \_\_\_\_\_  
TWP 28S RNG14W SEC34 as recorded on County Assessor  
MF#75-08-118015 and legally described as:SEE ATTACHMENT"A"

County of: Coos State of: Oregon

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication  
service, power service, and other related services located on said right of way and easement, including the trimming  
or removal of any brush, trees, shrubs, structures or objects that may interfere with the construction, maintenance  
and operation of said services.

DATED THIS 9th day of August 20 2000

Grantor: John S Thomas Mortgagee SECURITY BANK  
Grantor: Billie Rae Thomas By It's Jarvis J. Hunt  
(Corporate Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
County of Coos ) ss

On this 7 day of August, 2000, before me, the undersigned, a Notary Public in and for the  
State of Oregon, personally appeared John S Thomas + Billie Rae Thomas  
known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me  
that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate  
first above written.

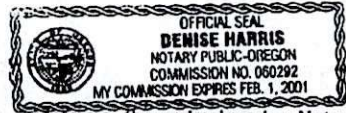
Sandra C Norris



NOTARY PUBLIC in and for the State of Oregon  
residing at Bonbon Oregon 10/14/00  
Commission expires 10/14/00

MORTGAGEE - CORPORATION ACKNOWLEDGMENT

STATE OF Oregon )  
County of Coos ) ss



ON this 9th day of August, 2000, before me, the undersigned, a Notary Public in  
and for the State of Oregon, duly commissioned and sworn personally appeared  
Sandra L. Lillebo, to me known to be  
the Operations Officer President and \_\_\_\_\_ Secretary, respectively  
of Security Bank, the corporation that executed the foregoing instrument, and  
acknowledged the said instrument to be the free and voluntary act of said corporation, for the purposes therein  
mentioned, and on oath stated that she authorized to execute the said instrument and that the seal  
affixed in the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Return to: GTE Northwest Incorporated  
Access Design  
276 Laclair Street  
Coos Bay, OR 97420

Denise Harris  
NOTARY PUBLIC in and for the State of Oregon  
residing at Coquille, OR  
Commission expires 2-1-01



ATTACHMENT "A"

The south 60 feet and one inch of the north  $\frac{1}{2}$  of the south  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of section 34, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying west of Morrison Road.



# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

**NOT OFFICIAL VALUE**

August 17, 2020 3:28:10 pm

<b>Account #</b> 1031704 <b>Map #</b> 28S14330001403 <b>Code - Tax #</b> 5401-1031704  <b>Legal Descr</b> See Record  <b>Mailing Name</b> THOMAS, JOHN S. & BILLIE <b>Agent</b> <b>In Care Of</b> <b>Mailing Address</b> 54090 MORRISON RD BANDON, OR 97411-8378  <b>Prop Class</b> 660 <b>MA</b> <b>SA</b> <b>NH</b> <b>Unit</b> <b>RMV Class</b> 600      06    27    RRL    18420-1	<b>Tax Status</b> ASSESSABLE <b>Acct Status</b> ACTIVE <b>Subtype</b> NORMAL  <b>Deed Reference #</b> See Record <b>Sales Date/Price</b> See Record <b>Appraiser</b>
---	--

<b>Situs Address(s)</b>	<b>Situs City</b>
-------------------------	-------------------

Code Area		RMV	MAV	Value Summary		MSAV	RMV Exception	CPR %
		AV	SAV					
5401	Land	906					Land	0
	Impr.	0					Impr.	0
<b>Code Area Total</b>		906	0	544	906	544		0
<b>Grand Total</b>		906	0	544	906	544		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
5401	10	<input checked="" type="checkbox"/>		F	Small Tract Forest land	100	A	10.00	STF-E	006*	906
<b>Grand Total</b>								10.00			906

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%				
<b>Grand Total</b>								0	0

Code Area	Type	Exemptions/Special Assessments/Potential Liability								
<b>NOTATION(S):</b>										
<ul style="list-style-type: none"> <li>■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST</li> </ul>										
5401	<b>FIRE PATROL:</b>									
	<ul style="list-style-type: none"> <li>■ FIRE PATROL TIMBER</li> </ul>	Amount	18.75	Acres	10	Year	2020			



**STATEMENT OF TAX ACCOUNT**  
**COOS COUNTY TAX COLLECTOR**  
**COOS COUNTY COURTHOUSE**  
**COQUILLE, OREGON 97423**  
**(541) 396-7725**

**Pay Online Now with Credit Card or Check**

17-Aug-2020

THOMAS, JOHN S. & BILLIE  
54090 MORRISON RD  
BANDON OR 97411-8378

Tax Account #	1031704	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	5401
Situs Address		Interest To	Aug 15, 2020

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$26.22	\$23.41	\$2.81	\$0.00	\$23.41	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.28	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.16	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.01	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.89	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.65	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.56	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.43	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.35	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.23	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$21.49	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$21.42	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$21.36	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$21.48	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$21.98	Nov 15, 2003
<b>Total</b>		\$26.22	\$23.41	\$2.81	\$0.00	\$383.58	



**COOS COUNTY ASSESSOR  
REAL PROPERTY ACCOUNT NAMES**

8/17/2020 3:29:06 PM

**Account #** 1031704  
**Map** 28S1433-00-01403  
**Owner** THOMAS, JOHN S. & BILLIE  
54090 MORRISON RD  
BANDON OR 97411-8378

---

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	THOMAS, JOHN S. & BILLIE	OWNER	100.00



# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

**NOT OFFICIAL VALUE**

August 25, 2020 8:48:00 am

**Account #** 1031703  
**Map #** 28S14330001402  
**Code - Tax #** 5403-1031703

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL

**Legal Descr** See Record

**Mailing Name** THOMAS, JOHN S. & BILLIE

**Deed Reference #** See Record

**Agent**

**Sales Date/Price** See Record

**In Care Of**

**Appraiser** GORDON WEST

**Mailing Address** 54090 MORRISON RD  
 BANDON, OR 97411-8378

**Prop Class** 661      **MA**   **SA**   **NH**   **Unit**  
**RMV Class** 600      06   27   RRL   18419-1

Situs Address(s)	Situs City
ID# 10 54090 MORRISON RD	BANDON

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
5403	Land 12,452					Land 0	
	Impr. 215,960					Impr. 0	
<b>Code Area Total</b>	<b>228,412</b>	<b>180,450</b>	<b>191,629</b>	<b>12,452</b>	<b>11,179</b>	<b>0</b>	
<b>Grand Total</b>	<b>228,412</b>	<b>180,450</b>	<b>191,629</b>	<b>12,452</b>	<b>11,179</b>	<b>0</b>	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			LUC	Trended RMV	
						TD%	LS	Size			
5403	30	<input checked="" type="checkbox"/>		F	Forest Site	100	A	1.00	AVF	006*	7,637
5403					SITE AMENTIES	100					4,000
5403	40	<input checked="" type="checkbox"/>		F	Small Tract Forest land	100	A	4.00	STF-E	006*	362
5403	10	<input type="checkbox"/>		F	Small Tract Forest land	100	A	5.00	STF-E	006*	453
<b>Grand Total</b>								<b>10.00</b>			<b>12,452</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
5403	2	2003	319	GP SHED	100		684		5,360	
5403	1	1997	143	Two story-Class 4	100		1,911		210,600	
<b>Grand Total</b>								<b>2,595</b>		<b>215,960</b>

Code Area	Type	Exemptions/Special Assessments/Potential Liability									
<b>NOTATION(S):</b>											
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST											
■ FOREST HOMESITE											
5403											
<b>FIRE PATROL:</b>											
■ FIRE PATROL SURCHARGE											
		<b>Amount</b>	47.50		<b>Year</b>	2020					
		<b>Amount</b>	18.75	<b>Acres</b>	10	<b>Year</b>	2020				



# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

**NOT OFFICIAL VALUE**

August 25, 2020 8:48:21 am

**Account #** 1031704  
**Map #** 28S14330001403  
**Code - Tax #** 5401-1031704

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL

**Legal Descr** See Record

**Mailing Name** THOMAS, JOHN S. & BILLIE

**Deed Reference #** See Record

**Agent**

**Sales Date/Price** See Record

**In Care Of**

**Appraiser**

**Mailing Address** 54090 MORRISON RD  
 BANDON, OR 97411-8378

**Prop Class** 660      **MA**   **SA**   **NH**   **Unit**  
**RMV Class** 600      06   27   RRL 18420-1

<b>Situs Address(s)</b>	<b>Situs City</b>
-------------------------	-------------------

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
5401 Land	906					Land	0
Impr.	0					Impr.	0
<b>Code Area Total</b>	906	0	544	906	544		0
<b>Grand Total</b>	906	0	544	906	544		0

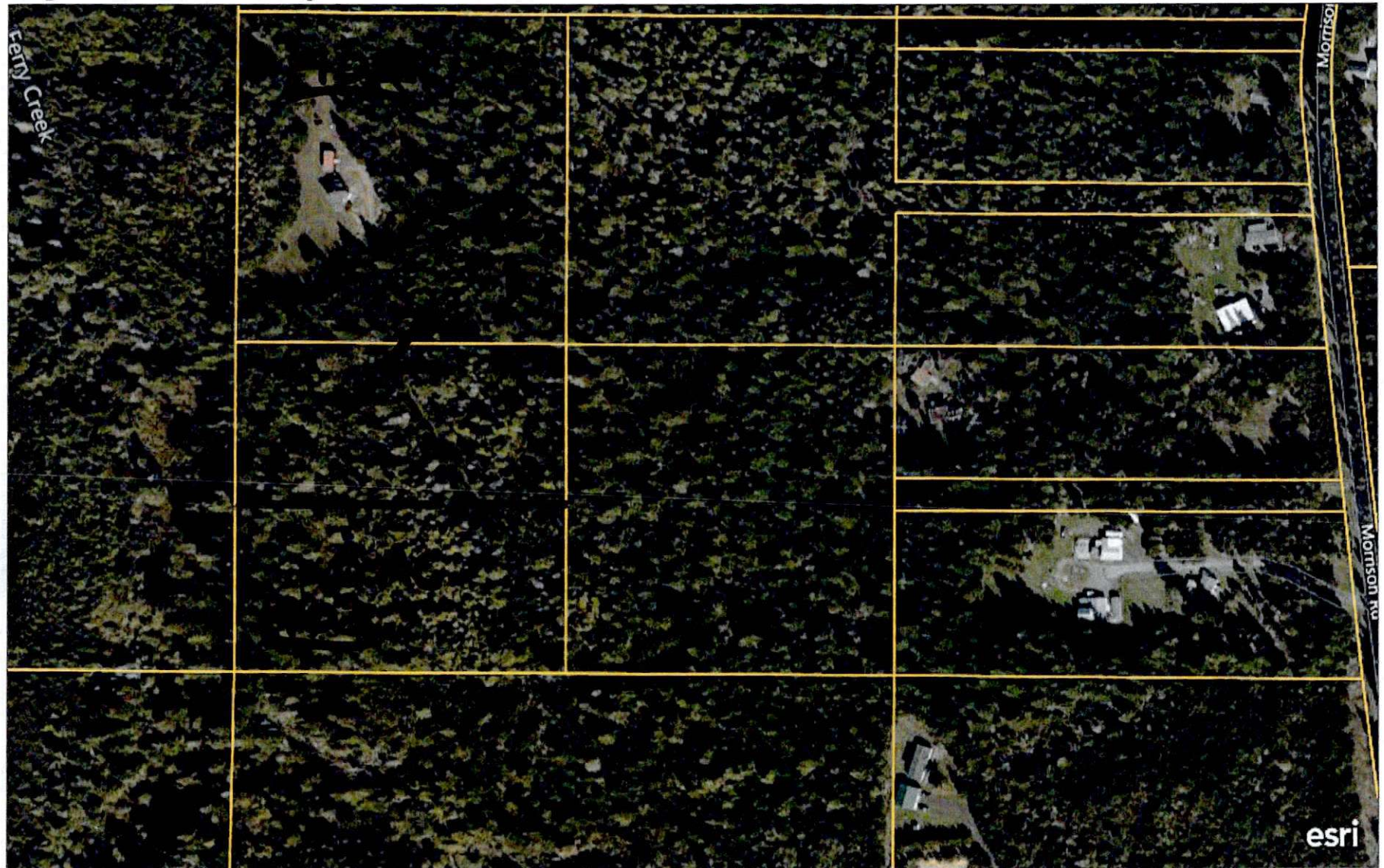
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
5401	10	<input checked="" type="checkbox"/>		F	Small Tract Forest land	100	A	10.00	STF-E	006*	906
<b>Grand Total</b>								10.00			906

Code Area	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
				TD%						
<b>Grand Total</b>										0

Code Area	Type	Exemptions/Special Assessments/Potential Liability								
<b>NOTATION(S):</b>										
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST										
5401		<b>FIRE PATROL:</b>								
■ FIRE PATROL TIMBER										
		<b>Amount</b>	18.75	<b>Acres</b>	10	<b>Year</b>	2020			



**August 2020 Data Set (PARCEL ALIGNMENT WITH PHOTO MAY NOT BE EXACT)**



300ft

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**Coos County Planning Department**

Coos County Courthouse Annex, Coquille, Oregon 97423

Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423

(541) 396-7770

FAX (541) 396-1022 / TDD (800) 735-2900

**Jill Rolfe Planning Director**

**CONSENT**

On this 26th day of August, 2020,

I, John Sanford Thomas and Billie Thomas  
(Print Owners Name as on Deed)

as owner/owners of the property described as Township 28S, Range 14W,

Section 33, Tax Lot 1402 & 1403, Deed Reference \_\_\_\_\_

hereby grant permission to Douglas C McMahan - STUNTZNER ENG so that a(n)  
(Print Name)

PROPERTY LINE ADJUSTMENT application can be submitted to the Coos  
(Print Application Type)

County Planning Department.

Owners Signature/s Billie Thomas

John S Thomas