

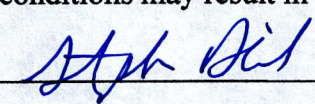
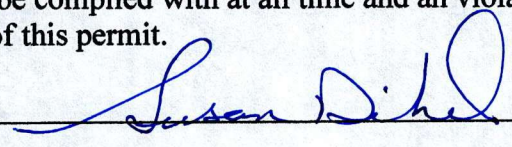
V. ATTACHED WRITTEN STATEMENT. With all land use applications, the "burden of proof" is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

Application Check List: Please make off all steps as you complete them.

- A. A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
1. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.
 2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
 3. A complete description of the request, including any new structures proposed.
 4. If applicable, documentation from sewer and water district showing availability for connection.
- B. A plot plan (map) of the property. Please indicate the following on your plot plan:
1. Location of all existing and proposed buildings and structures
 2. Existing County Road, public right-of-way or other means of legal access
 3. Location of any existing septic systems and designated repair areas
 4. Limits of 100-year floodplain elevation (if applicable)
 5. Vegetation on the property
 6. Location of any outstanding physical features
 7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- C. A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director's decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county's behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit.

Coos County Planning
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name: N/A
2. List of Easements and type: See attached map - All of the easements, except one, are for public utilities and fall within the boundaries of foghorn Dr. and a 50' x 50' area of the subject property (the extension of Foghorn DR.)
3. Covenants or Deed Restrictions that apply: N/A
4. Legal Access and maintenance agreements: Foghorn DR.
5. Is the subject property part of an existing plat (partition or subdivision) Yes, answer the following:
a. What year was the plat recorded; and
b. Was it part of a partition or subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria. No
6. Does the property current have water, sewer or on-site septic, Development?
7. Is the applicant requesting the Planning Director to waive the water requirements yes no, and if yes please explain why.
8. Are there natural hazards that apply to this property? Select One
Tsunami
9. Is any portion of this property located within the Coastal Shoreland Boundary or Estuary? If so this shall be indicated on the plat. If within a CSB there will be additional site development criteria that apply. No
10. Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. Select One

VII. General Outline of process – If there is missing information the application will be deemed incomplete. The following is a general outline of the process for the review of land divisions in Coos County:

- a. Application is filed and reviewed for completeness pursuant to §5.0.200;
- b. Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;

- c. Planning Director makes a decision unless subject to limited land use notice. If subject to limited land use notice pursuant to Article 5.0 a notice of decision will be mailed out within seven days of the expiration of the limited land use notice;
- d. Applicant submits construction drawings for any new public roads or access easements to the Roadmaster. The County Roadmaster reviews construction drawings and applicable specifications for public roads and access easements;
- e. Applicant constructs or bonds for required improvements;
- f. County Roadmaster inspects construction unless improvements are bonded;
- g. Applicant submits final plat after all conditions of approval have been completed;
- h. Planning Department coordinates review of final plat by affected County Departments;
- i. Board of Commissioners reviews final plats for subdivisions and for partitions proposing public dedications;
- j. Planning Director reviews final plats for partitions not proposing public dedications; and
- k. If the final plat is approved, the applicant shall comply with Section 6.2.825 and file the plat with the County Clerk. (OR 92-07-012PL)

VIII. SECTION 6.2.350 TENTATIVE PLAT REQUIREMENTS (Tentative Plan):

1. Application Requirements

- a. An application and a tentative plat for approval shall be initiated as provided in Section 5.0.150 of this ordinance.
- b. The applicant shall file with the Director the original and four (4) additional copies of the tentative map on 11" X 17" paper for partitions and 18" x 24" paper for subdivisions.
- c. The tentative plat shall be clearly and legibly drawn. It shall show all required information to scale so that the Approving Authority may have an adequate understanding of what is proposed. Under ordinary circumstances, the scale shall use a typical engineer scale (example 1" = 50').
- d. If the tentative plat requirements have not been met the application will be deemed incomplete until the maps have been correct and at that time the Technical Review Committee meeting will be scheduled.

2. Information required for tentative plat.

a. All Land Divisions

- North arrow, scale and date of the drawing.
- Appropriate identification clearly stating the map is a tentative plat.
- Names and addresses of the landowners, subdivider/partitioner and the engineer, surveyor, land planner or landscape architect responsible for designing.
- The tract designation or other description according to the real estate records of Coos County [Township, Range, Section, Tax Lot Number(s), and Assessor's Tax Account Number(s)].
- The boundary line (accurate in scale) of the tract to be divided and approximate acreage of the property.
- Contours with intervals of forty (40) feet or less referred to United States Geological Survey (or mean sea level) datum.
- The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land.
- The location, widths, and names of existing or platted streets or other public ways (including easements) within or adjacent to the tract, existing permanent buildings, railroad rights-of-way and other important features such as section lines, political subdivision boundary lines and school district boundaries.

- Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.
- N/A Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.
- Easements, together with their dimensions, purpose and restrictions on use.
- Zoning classification of the land and Comprehensive Plan map designation.
- N/A Draft of proposed restrictions and covenants affecting the plat if applicable. If not applicable indicate that on the form.
- N/A Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards. Applicable natural hazards may be verified with planning staff.
- A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.

N/A

↓

b. Subdivisions – Shall include the following additional information:

- The proposed name of the subdivision must be on the plat.
- The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
- Private streets and all restrictions or reservations relating to such private streets.
- Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
- Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
- The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
- Proposed means and location of sewage disposal and water supply systems.

NA

3. Development Phasing

a. Subdivisions shall:

- i. provide for platting in as many as three (3) phases. The preliminary plan must show each phase and be accompanied by proposed time limitations for approval of the final plat for each phase.
- ii. Time limitations for the various phases must meet the following requirements:
 1. Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
 2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
 3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.

b. Partitions shall:

- i. Provide all phasing for partitions. If phasing is proposed then road standards for subdivisions shall apply.
- ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

IX. Criteria: The following criteria will need to be addressed:

- a. A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.
- b. The preliminary plan shall be approved if the Approving Authority finds the following:
 - i. The information required by this Article has been provided;
 - ii. The design and development standards of Chapter 6 have been met;
 - iii. Applicable transportation standards in chapter VII have been or will be complied with;
 - iv. Minimum parcel/lot sizes and requirements have been complied with for the zoning district.
 - v. If the preliminary plan provides for development in more than one phase, then Approving Authority makes findings and conclusions that such phasing is necessary due to the nature of the development, and that the applicant will be able to comply with the proposed time limitations.
 - vi. In granting tentative approval, the Approving Authority may impose conditions of approval deemed necessary to carry out the Comprehensive Plan and the provisions of this ordinance. Such conditions may include the construction of offsite public improvements, or money equivalent, deemed necessary, either immediately or in the future, as a result of the proposed development and shall be reasonably conceived to fulfill public needs emanating from the proposed development in the following respects:
 - i. Protection of the public from the potentially deleterious effects of the proposed development; or
 - ii. Fulfillment of the need for public service demands created by the proposed development.
- c. Conditional Approval. The Planning Director may impose special conditions upon the approval of a tentative plan when it is established that such conditions are necessary to protect health, safety or welfare. Conditions may include but are not limited to the following:
 - i. roadway and plat design modifications;
 - ii. utility design modifications;
 - iii. conditions deemed necessary to provide safeguards against documented geologic hazards; and/or
 - iv. Other conditions deemed necessary to implement the objectives of the Comprehensive Plan.



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"): Mulkins and Rambo, LLC
PO Box 809
North Bend, OR 97459

Customer Ref.: Dihel
Order No.: 360619027740
Effective Date: June 26, 2019 at 08:00 AM
Charge: \$200.00

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:

Stephen D. Dihel and Susan M. Dihel, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

63667 Foghorn Drive, 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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
7. Regulations, levies, liens, assessments, rights of way and easements of Charleston Sanitary District.
8. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Carma E. Crawford Stuck, who acquired title as Carma E. Crawford
Purpose:	Powerline
Recording Date:	December 19, 1989
Recording No:	89-12-1159
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	PacifiCorp, dba Pacific Power & Light Company
Purpose:	Constructing, reconstructing, stringling new wiers on and maintaining
Recording Date:	June 24, 1994
Recording No:	94-06-1056
11. Terms and provisions, including, but not limited to mutual obligations, including rights of lien, for maintenance pursuant to the provisions of ORS 105.170 et seq., of that certain access easement which is set forth in instrument

Recording Date: February 3, 2006
Recording No: 2006-1575

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

Granted to: Pacificorp
Purpose: Construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of an underground electric distribution and communication lines
Recording Date: October 23, 2006
Recording No: 2006-14265

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

Granted to: Charleston Sanitary District
Purpose: Sewer maintenance
Recording Date: August 5, 2008
Recording No: 2008-8242

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

Granted to: Coos Bay-North Bend Water Board
Purpose: Water maintenance
Recording Date: August 7, 2008
Recording No: 2008-8312

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

Amount: \$224,000.00
Dated: November 20, 2013
Trustor/Grantor: Stephen D. Dihel and Susan M. Dihel, as tenants by the entirety
Trustee: Ticor Title Insurance Company
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Sterling Savings Bank dba Sterling Bank
MIN 1001863-0000202658-9
Recording Date: December 2, 2013
Recording No.: 2013-11435

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 South half of Lot 3, Block 11, Barview Acre Tracts, in the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said Lot 3 being more particularly described as follows: Beginning at a point from which the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36, bears South 24° 20 1/2' West (South 24° 30' 30" West per property line adjustment survey) a distance of 463.87 feet; running thence North 1° 12' West for a distance of 600.0 feet; thence North 89° 13' East for a distance of 100.0 feet; thence South 1° 12' East for a distance of 600.0 feet; thence South 89° 13' West for a distance of 100.0 feet to the point of beginning.

TOGETHER WITH the East 15 feet of the South half of Lot 2, Block 11, Barview Acre Tracts in the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said South half of Lot 2 being more particularly described as follows: Beginning at a point from which the iron pipe at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36, bears South 24° 30' 30" West a distance of 463.87 feet; thence North 01° 12' West a distance of 300 feet; thence South 89° 13' West a distance of 100 feet; thence South 01° 12' East a distance of 300 feet; thence North 89° 13' East a distance of 100 feet to the point of beginning.

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.

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

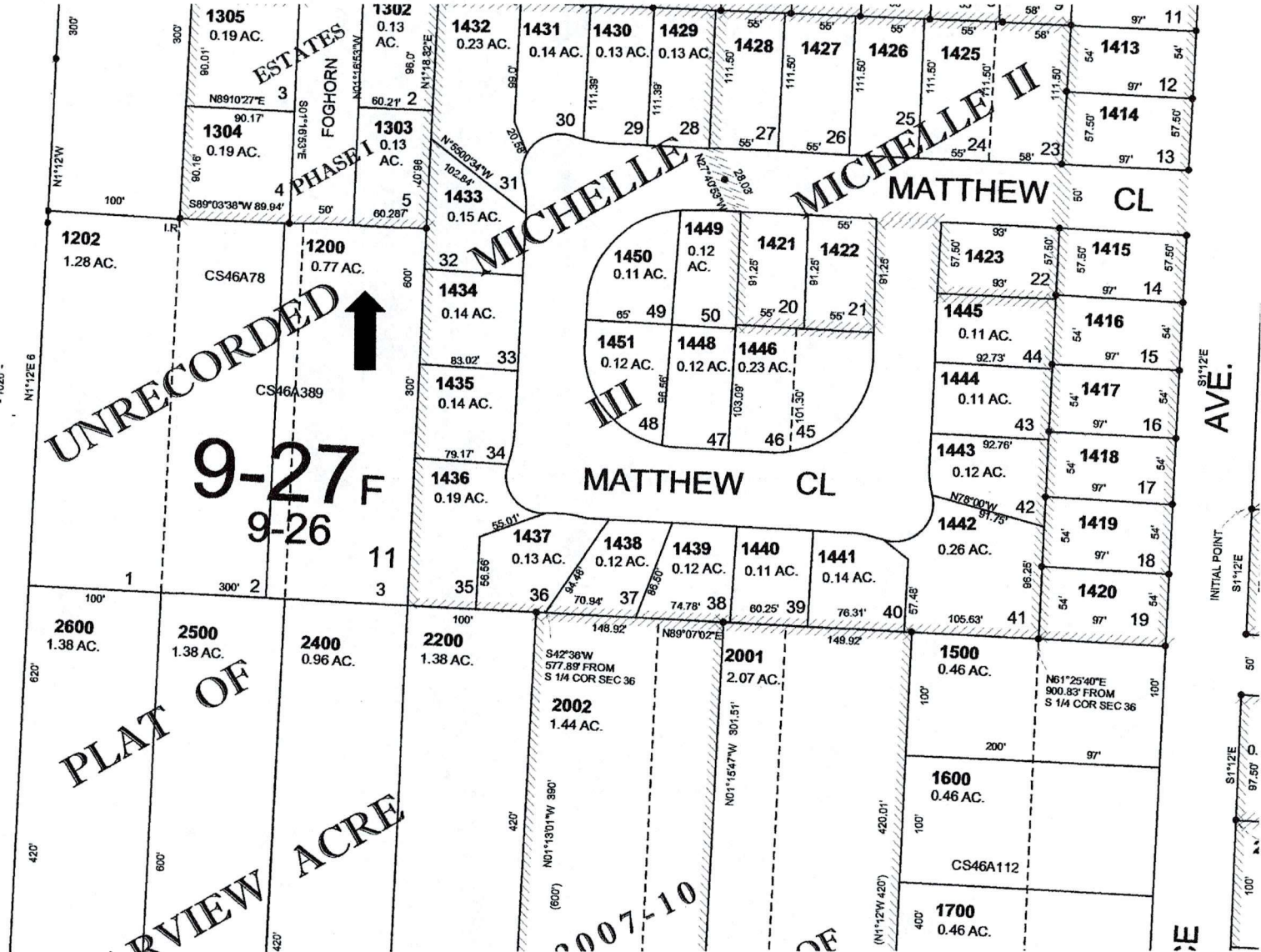


TICOR TITLE™



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.

SEE MAP 25S 14W 36CD



INITIAL POINT

50'

50'

50'

50'

50'

50'

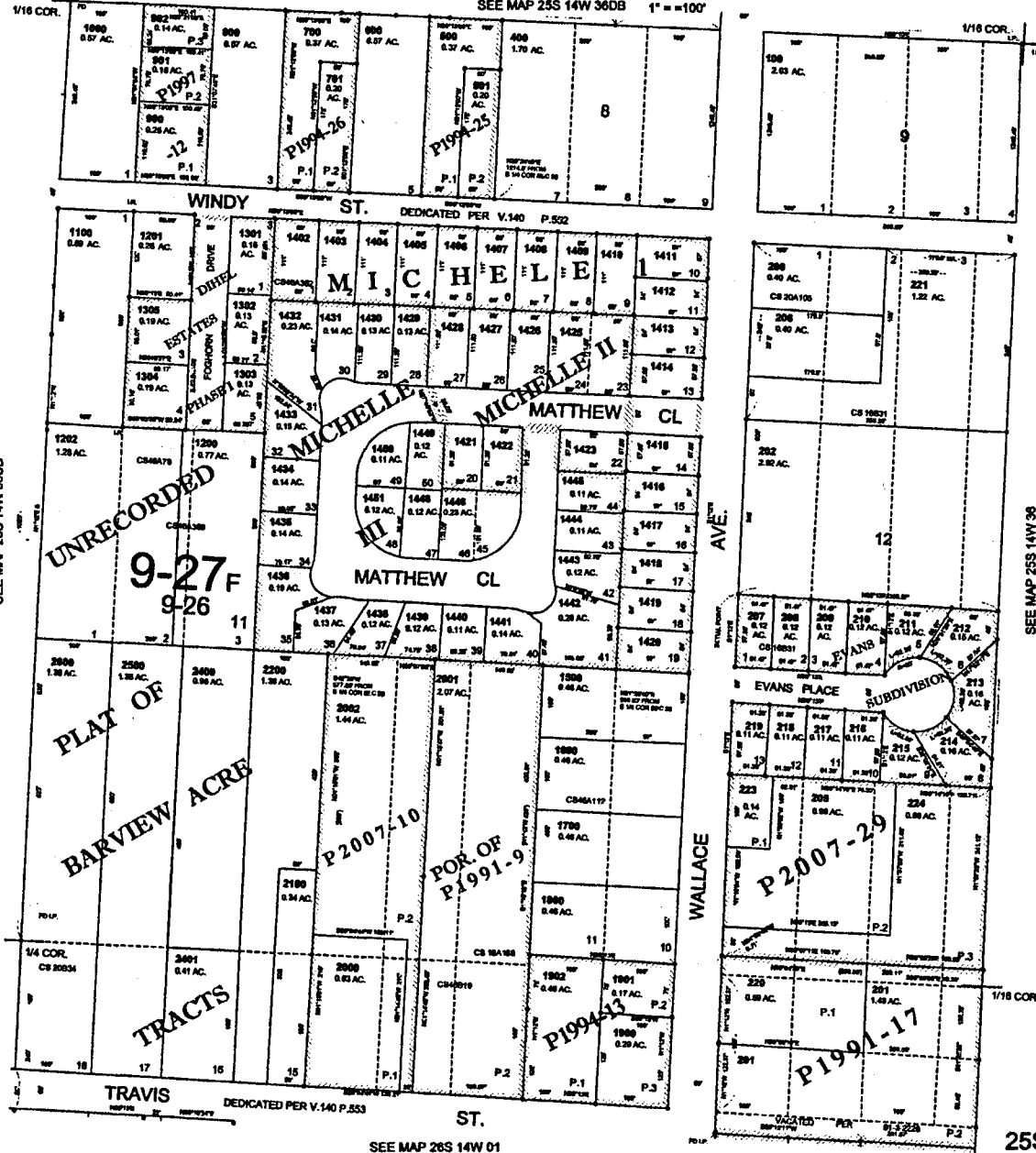
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SW1/4 SE1/4 SEC. 36 T25S R14W W.M. COOS COUNTY

25S 14W 36DC

SEE MAP 25S 14W 36DB 1" = 100'

CANCELLED NO.



- 2300
- 300
- 203
- 204
- 2700
- 1401
- 1424
- 222
- 1203
- 1204
- 1205
- 1300
- 1447

SEE MAP 25S 14W 36CD

SEE MAP 25S 14W 36

SEE MAP 26S 14W 01

04-28-2017
25S 14W 36DC

After recording return to:
Robert S. Miller III, Esq.
1010 First Street S.E., Suite 210
Bandon, Oregon 97411

Send tax statements to:
No change

DRIVEWAY AND UTILITIES EASEMENT

Consideration: No monetary consideration; other property and value constituted the whole consideration for this transaction.

Burdened Property: The real property described in Coos County, Oregon Instrument 2005-3559, as augmented by the property described in Area of Burden, below, per Property Line Adjustment Deed recorded on the same date as this Instrument.

Owner Burdened Property: Stephen D. Dihel and Susan M. Dihel, as tenants by the entirety

Benefited Property: The real property described in what was originally recorded as Coos County, Oregon Instrument No. 93-12-0958 and re-recorded as Coos County, Oregon Instrument No. 94-04-0849, but diminished by the property described in Area of Burden, below, per Property Line Adjustment Deed recorded on the same date as this Instrument.

Owner Benefited Property: Charles A. Edmunds

Area of Burden: Being a portion of the SW ¼ of the SE ¼ of Section 36, Township 25 South, Range 14 W.W.M., Coos County, Oregon: The West 10 feet of the North half of Lot 3 and the East 10 feet of the North half of Lot 2, Block 11, Unrecorded Plat of Barview Acre Tracts. Said Lots 2 and 3, Block 11, Unrecorded Plat of Barview Acre Tracts being described as follows:

Lot 2, Block 11: Beginning at a point in the SW ¼ of the SE ¼ of Section 36, Township 25 South, Range 14 W.W.M., Coos County, Oregon from which point the iron pipe at the quarter section corner at the Southwest corner of the said SW ¼ of the SE ¼ of Section 36 bears South 24° 20' 30" West a distance of 463.87 feet; and running thence North 1° 12' West for a distance of 600.0 feet; thence South 89° 13' West for a distance of 100.0 feet; thence South 1° 12' East for a distance of 600.0 feet; thence North 89° 13' East for a distance of 100.0 feet to the point of beginning.

Lot 3, Block 11: Beginning at a point in the SW ¼ of the SE ¼ of Section 36, Township 25 South, Range 14 W.W.M., Coos County, Oregon from which point the iron pipe at the quarter section corner at the Southwest corner of the said SW ¼ of the SE ¼ of Section 36 bears South 24° 20' 30" West a distance of 463.87 feet; and running thence North 1° 12' West for a distance of 600.0 feet; thence North 89° 13' East for a distance of 100.0 feet; thence South 1° 12' East for a distance of 600.0 feet; thence South 89° 13' West for a distance of 100.0 feet to the point of beginning.

Return to: **Pacific Power**
135 Lockhart
Coos Bay, Or. 97420

CC#: 11171 Work Order#: 02912794

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Charles A. Edmunds** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 5 feet in width and 20 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, vaults on, across, or under the surface of the real property of Grantor in **Coos County, State of Oregon**, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 36, Township 25 South, Range 14 West, Willamette Meridian.

Deed Reference: 94-04-0849

Assessor's Map No. 13-25-14-36DC

Parcel No.1200

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 12 day of October, 2006.


Charles A. Edmunds

INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon
County of Coos

This instrument was acknowledged before me on Oct 12 2006 (date) by
Charles A. Edmunds (Grantor (s) Name).

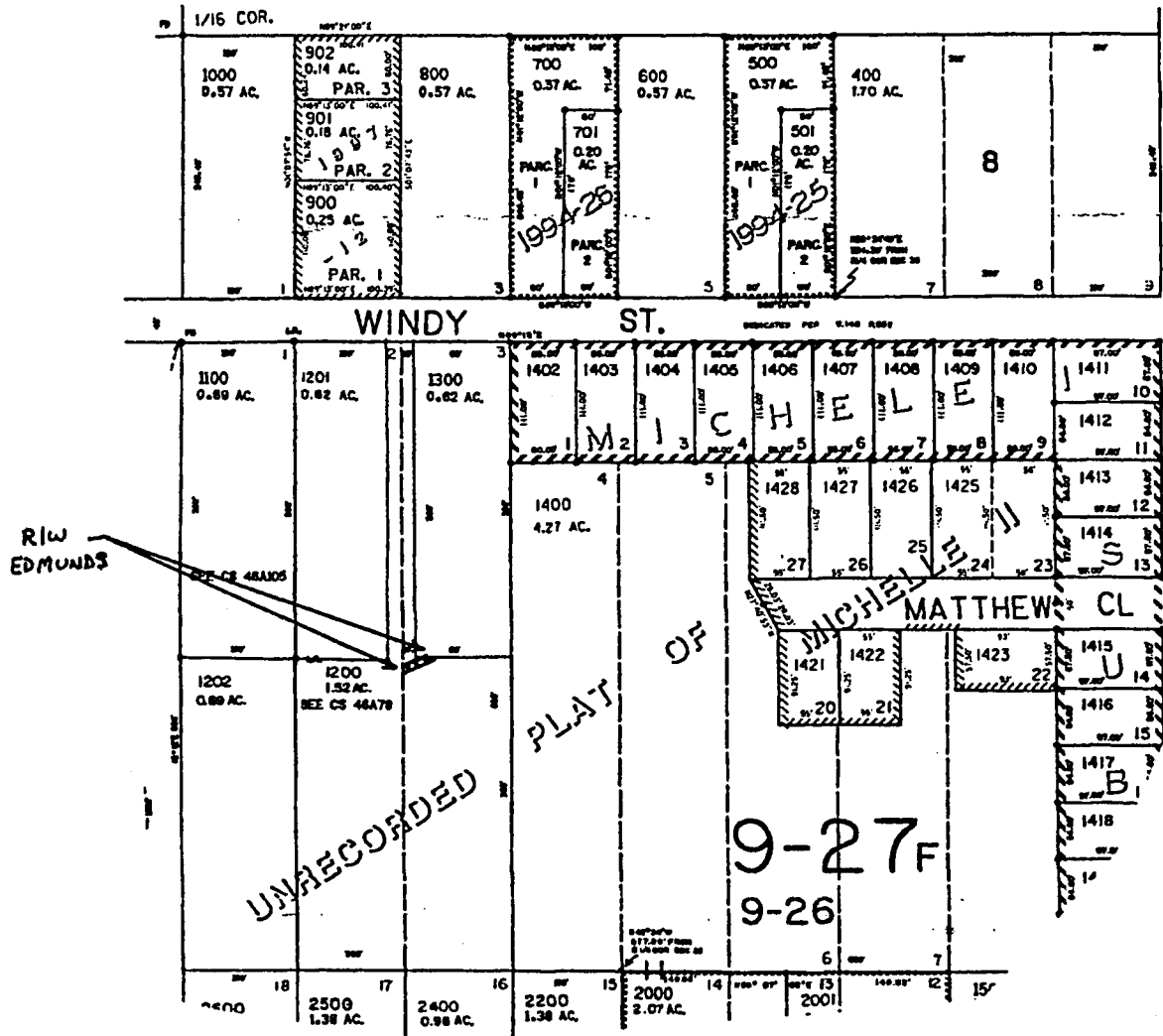
Dana A. Webber (Signature of Notarial officer)
10-07-07 (My commission expires: Date)

(Seal)



Property Description

Quarter: SW Quarter: SE Section: 36 Township 25S, Range 14W,
 Willamette Meridian
 County: Coos State: Oregon
 Parcel Number: 1200



CC#: 11171 WO#: 02912794
 Landowner Name: Edmunds
 Drawn by: K. Thurber

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



SCALE: NTS

Name of Document For Recording: **Easement**
Property Owner: **Steven and Susan Dihel**
Other Party: **Charleston Sanitary District**
Consideration: **Good and Valuable**

Address for Tax Statements: No change
After Recording, Return to:
Charleston Sanitary District
POB 5522, Charleston, OR 97420

EASEMENT

This agreement is an easement between **STEVEN AND SUSAN DIHEL**, as GRANTORS, and the **CHARLESTON SANITARY DISTRICT**, a sanitary sewer district organized and operated pursuant to the provisions of ORS Chapter 450, as GRANTEE.

RECITALS:

The Grantors own real property located in Section 36, Township 25 South, Range 14 West, Willamette Meridian, Coos County, Oregon.

The Grantors have requested that Grantee extend an existing sewer main to serve the real property owned by Grantors, as described above.

It is the intent of the parties that Grantors grant a perpetual easement to Grantee on a portion of Grantor's property hereinafter described for the purposes of the construction, laying, installation, operation, inspection, repair, maintenance, replacement and removal of certain sanitary sewer main transmission lines.

NOW, THEREFORE, Grantors, in consideration of the covenants herein contained and of other good and valuable consideration, conveys to the Charleston Sanitary District, a domestic sanitary sewer district organized pursuant to ORS Chapter 450, Grantee, together with its heirs and assigns forever, rights-of-way and easements for the purposes of laying, constructing, installing, operating, inspecting, repairing, and replacing the sanitary sewer main over and upon a strip of land described in Exhibit "A" attached hereto and incorporated herein by this reference. A map of the project area is identified as Exhibit "B" also attached hereto and incorporated herein by this reference.

The Grantee of the rights herein granted shall have the right at all reasonable times to go upon the property under and upon which said easement right is granted by Grantors for the purposes of laying, constructing, installing, operating, inspecting, repairing, maintaining, and replacing the sanitary sewer mains, together with all the privileges necessary and incidental to the enjoyment of the rights herein granted.

Grantors agree that they will not place any structure over or upon property where the easement is hereby granted, nor cause any weight to be placed over or upon said easement area, nor change the grade of the existing sewer easement area which should cause any damage to Grantee's sewer mains, and if Grantee's sewer mains are damaged as a result of any activity by Grantors taking place upon the property where the easement is granted, Grantors will pay to Grantee upon demand the cost of the repair thereof.

The easement herein granted shall be a perpetual easement and exclusive for the use of Grantee.

The agreements by the respective Grantors and Grantee by them to be performed, shall be binding upon not only them and each of them, but upon their administrators, executors, heirs, devisees, successors, and assigns.

IN WITNESS WHEREOF, Grantors have made and executed this easement the 23rd day of July, 2008.

GRANTOR:

By: Steven D. Dihel
Steven Dihel

By: Susan M. Dihel
Susan Dihel

STATE OF OREGON)
County of Coos) ss
Curry)



July 23, 2008

Personally appeared before me the above named Steven Dihel and Susan Dihel who being first duly sworn did say: They are authorized to execute the foregoing instrument on behalf of themselves and, they acknowledged the foregoing instrument as their voluntary act and deed.

Dani D Lofthouse
NOTARY PUBLIC
My Commission Expires: May 23, 2010



KOOS ENGINEERING
2656 Stanton
North Bend, OR 97459
(541) 756-4419

June 25, 2008

SANITARY SEWER LINE EASEMENT DESCRIPTION

for

Charleston Sanitary District

A 50 foot wide utility easement being 25 feet on either side of the following described centerline, and being a portion of Lots 2 & 3, Block 11, Unrecorded Plat of Barview Acre Tracts, located in the SW1/4, SE1/4, Section 36, T25S, R14WWM, Coos County, Oregon;

Beginning at a point on the South line of Windy Street from which the Northeast Corner of said Lot 3 bears North 89°13' East a distance of 85.00'; thence South 01°12' East parallel to the East line of said Lot 3 for a distance of 350.00 feet.

KE3004.easement

Exhibit "A" - Dihel Easement

COOS COUNTY CLERK, OREGON TOTAL \$41.00
TERRI L. TURI, CCC, COUNTY CLERK

08/05/2008 #2008-8242
10:59AM 3 OF 4

**SANITARY SEWER LINE EASEMENT
FOR
CHARLESTON SANITARY DISTRICT**

W I N D Y S T R E E T

N04°13'E, 304.34' THIS SURVEY AND MLP HPI 92

IN BLOCK II, UNRECORDED PLAT OF BARVIEW
ACRE TRACTS, LOCATED IN THE SW 1/4, SE 1/4,
SECTION 36, T25S, R14WMM, COOS COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

J. Gregory Solarz

OREGON
PLAT NO. 2277
J: GREGORY SOLARZ
1331

EXPIRES: 6/08

KE KOOS ENGINEERING
2656 STANTON
NORTH BEND, OREGON 97459
(541) 756-3451

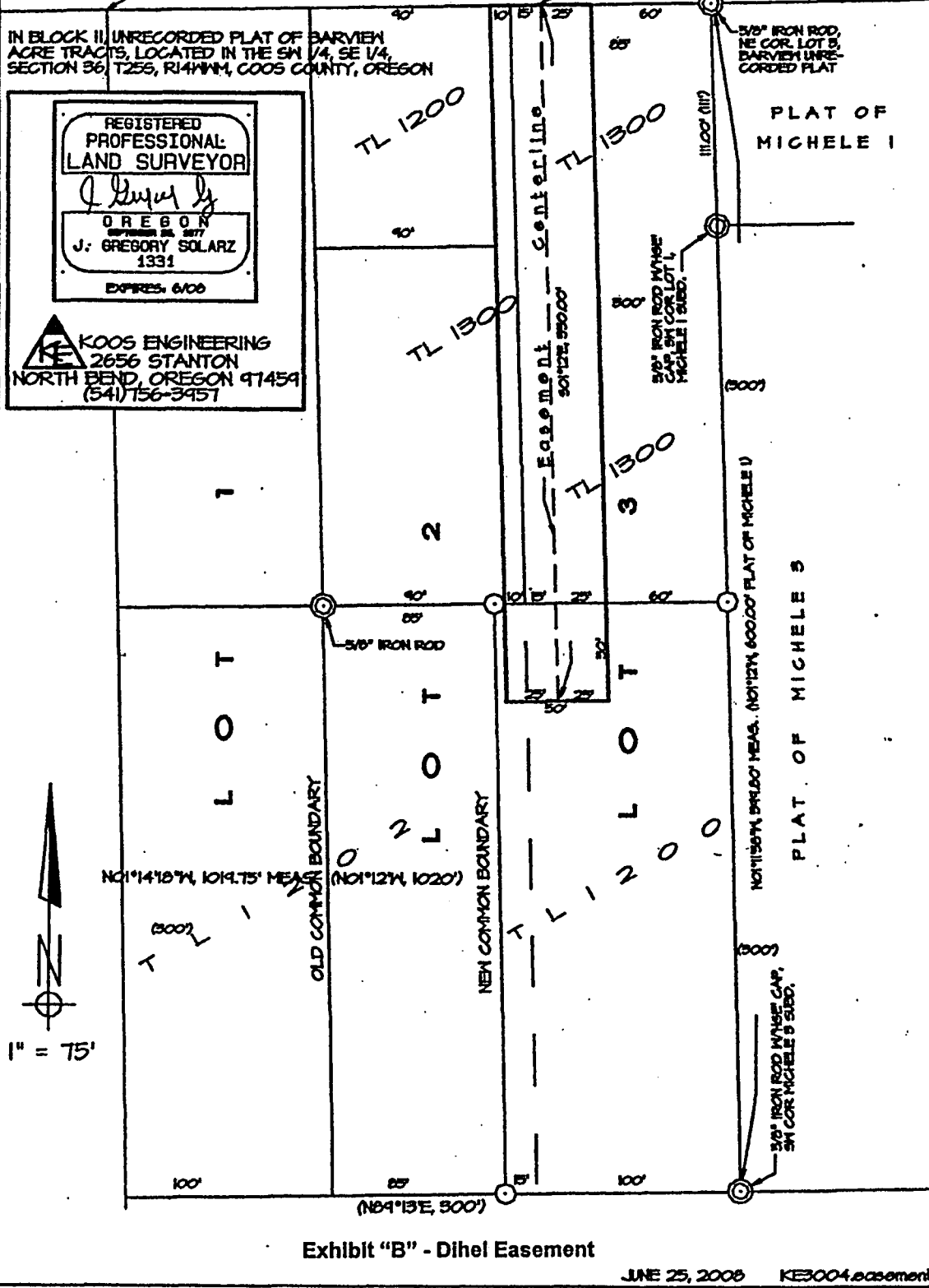


Exhibit "B" - Dikel Easement

JUNE 25, 2008

KE3004.easement

COVER SHEET FOR RECORDING ATTACHED DOCUMENT

NAMES OF TRANSACTIONS	EASEMENT
FEE ENCLOSED	\$41.00
NAMES OF PARTIES	STEPHEN & SUSAN DIEHL, GRANTOR Coos Bay-North Bend Water Board, Grantee
DOCUMENT TO BE RETURNED TO	COOS BAY-NORTH BEND WATER BOARD PO BOX 539 COOS BAY, OR 97420
TRUE AND ACTUAL CONSIDERATION	NONE
UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO	STEPHEN & SUSAN DIHEL 90902 WINDY LANE COOS BAY, OR 97420

FOR COUNTY CLERK LIEN RECORD

INFORMATION REQUIRED BY ORS 205.125 (c) & (e)	
IF DOCUMENT IS A SATISFACTION, THE BOOK AND PAGE RECORDING THE LIEN	BOOK: PAGE:

Tax Statements to be mailed to:

Stephen & Susan Dihel
90902 Windy Lane
Coos Bay, OR 97420

After recording return to:
CB-NB Water Board
P. O. Box 539
Coos Bay, OR 97420

EASEMENT

Stephen D. Dihel and Susan M. Dihel, GRANTORS, in consideration of the covenants herein contained and of other good and valuable consideration, convey to Coos Bay-North Bend Water Board, a joint instrumentality of the Cities of Coos Bay and North Bend, Oregon, municipal corporations, GRANTEE, together with their successors and assigns forever, rights-of-way and easements for the purposes of laying, constructing, reconstructing, repairing and maintaining a water main over and upon a strip of land 50 feet in width being 25 feet on either side of the following described centerline, and being a portion of Lots 2 and 3, Block 11, Unrecorded Plat of Barview Acre Tracts, located in the SW ¼, SE ¼, Section 36, T25S, R14W, W.M., Coos County, Oregon:

Beginning at a point on the south line of Windy Street from which the northeast corner of said Lot 3 bears North 89 degrees 13' East a distance of 85.00 feet; thence South 01 degrees 12' East parallel to the east line of said Lot 3 for a distance of 350.00 feet.

together with easements for the construction, repair, operation and maintenance of all water services, meters, fire hydrants, and other waterworks facilities needed for serving customers from the above-described water main.

The Grantee of the rights herein granted shall have the right at all reasonable times to go upon the property under and upon which said easement right is granted by Grantors for the purposes of laying, constructing, reconstructing, repairing and maintaining the above-described water main, together with all privileges necessary and incidental to the enjoyment of the rights herein granted.

Grantors agree that they will not place any structure over or upon property where the easement is hereby granted, nor cause any weight to be placed over or upon said easement area, nor change the grade of the existing easement area which shall cause any damage to Grantee's water main; and if Grantee's water main is damaged as a result of any activity by Grantors taking place upon the property where the easement is granted, Grantors will pay to Grantee upon demand the cost of the repair or relocation thereof.

By the acceptance of this grant, Grantee herein agrees to lay all water main below the surface of the ground; and in the event that Grantee shall be required to go upon the easement area for the purposes of repairing or reconstruction of such water main, after any such repairs or reconstruction have been completed, Grantee shall place the property of Grantors in substantially the same condition as it was prior to any such repair or reconstruction.

Easement - 1

COOS COUNTY CLERK, OREGON TOTAL \$41.00
TERRI L. TURI, CCC, COUNTY CLERK

08/07/2008 #2008-8312
11:29AM 2 OF 4

The agreements by the respective Grantors and Grantee by them to be performed shall be binding not only upon them and each of them, but upon their administrators, executors, heirs, devisees, successors, and assigns.

Dated this 5th day of August, 2008.



By: Stephen D. Dihel
Stephen D. Dihel

By: Susan M. Dihel
Susan M. Dihel

STATE OF Oregon
County of COOS

This instrument was acknowledged before me this 5th day of August, 2008 by Stephen Dihel.

L.S.

Dani D. Lofthouse
Notary Public for Oregon
My commission expires: May 23, 2010

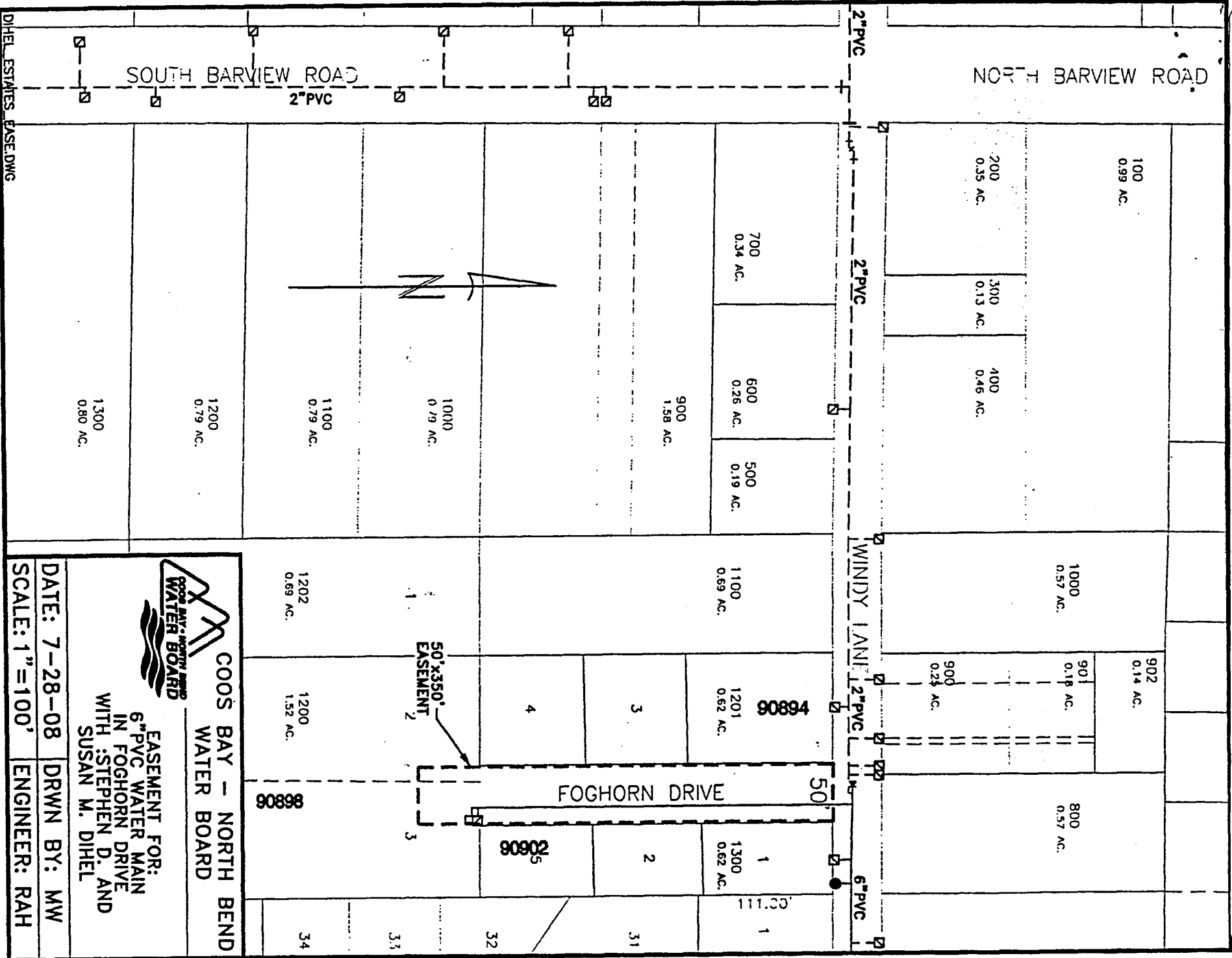
STATE OF Oregon
County of COOS

This instrument was acknowledged before me this 5th day of August, 2008 by Susan Dihel.

L.S.



Dani D. Lofthouse
Notary Public for Oregon
My commission expires: May 23, 2010



**COOS BAY - NORTH BEND
 WATER BOARD**

**EASEMENT FOR:
 6\"/>**

DATE: 7-28-08 | **DRWN BY: MW**
SCALE: 1"=100' | **ENGINEER: RAH**

After Recording Return To:

Attn: Document Control
Sterling Savings Bank
6021 244th St SW
Mountlake Terrace, WA 98043

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

9697

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

State of Oregon

RECORDING COVER SHEET

(Per ORS 205.234 and/or ORS 205.244)

Document Title(s) (ORS 205.234(1)(a): **DEED OF TRUST**

Name(s) and Address(es) of Borrower(s) (ORS 205.234(1)(b):

Stephen D Dihel
Susan M Dihel

Property Address: 63667 Foghorn Drive, Coos Bay OR 97420

Mailing Address: 63667 Foghorn Drive, Coos Bay OR 97420

Name(s) and Address(es) of Beneficiary (ORS 205.234(1)(b):

Sterling Savings Bank dba
Sterling Bank
707 W. Main, 6th Floor
Spokane, WA 99201

Name(s) and Address(es) of Trustee(s) (ORS 205.234(1)(b):

Ticor Title Insurance Company
300 W Anderson Ave.
Coos Bay, OR 97420

Name(s) and Address(es) of Assignee(s) (ORS 205.234(1)(b): *(if applicable)*

True and Actual Consideration (ORS 205.234(1)(d) (ORS 93.030): *(if applicable)* \$

Send Tax Statements to (ORS 205.34(1)(e):

63667 Foghorn Drive, Coos Bay OR 97420

Lien Documents (ORS 205.34(1)(f) Amount of Lien: \$

All Documents Requiring a Reference Number (ORS 205.160(6)(7)(j): *(for re-recording purposes only!)*:

Original recording information: Book _____ Page _____

and/or Instrument Number: _____

(Legal description if corrected is attached to included certified document of the original)

Mers: mortgage Electronic Registration System.

Oregon Recording Cover Sheet (03/12)
Form - COVEROR1-1138

COOS COUNTY CLERK, OREGON
TERRI L. TURI, COOS COUNTY CLERK
TOTAL \$106.00

12/02/2013 03:54:16PM
PAGE 1 OF 14

2013 11435

After Recording Return To:
Attn: Document Control
Sterling Savings Bank
6021 244th St SW
Mountlake Terrace, WA 98043

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1001863-0000202658-9

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 20, 2013**, together with all Riders to this document.

(B) "Borrower" is **Stephen D Dihel and Susan M Dihel, as tenants by the entirety**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Sterling Savings Bank dba Sterling Bank**
Lender is a **Washington** corporation organized and existing under
the laws of the **State of Washington** Lender's address is
707 W Main, 6th Floor, Spokane, WA 99201

(D) "Trustee" is **Ticor Title Insurance Company**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** 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.

(F) "Note" means the promissory note signed by Borrower and dated **November 20, 2013**. The Note states that Borrower owes Lender **Two Hundred Twenty Four Thousand and no/100** Dollars (U.S. **\$224,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 01, 2043**

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

Form 3038 1/01

MERS
ITEM 2702L1 (0909)
593-302840

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(Page 1 of 12)
302840

COOS COUNTY CLERK, OREGON
TERRI L. TURI, COOS COUNTY CLERK
TOTAL \$106.00

12/02/2013 03:54:16PM
PAGE 2 OF 14

2013 11435

(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 Condominium Rider Second Home Rider
 Balloon Rider Planned Unit Development Rider Other(s) [specify]
 1-4 Family Rider Biweekly Payment 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 (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(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.

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

MERS
ITEM 2702L2 (0809)
593-302840

COOS COUNTY CLERK, OREGON
TERRI L. TURI, COOS COUNTY CLERK
TOTAL \$106.00

12/02/2013 03:54:16PM
PAGE 3 OF 14

Form 3038 1/01
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(Page 2 of 12)
302840

2013 11435

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

Coos
[Name of Recording Jurisdiction]

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

Tax Account Number(s): 403600

which currently has the address of

63667 Foghorn Drive
[Street]

Coos Bay
[City]

, Oregon

97420
[Zip Code]

("Property Address"):

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

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

Form 3038 1/01

MERS
ITEM 2702L3 (0609)
593-302840

COOS COUNTY CLERK, OREGON
TERRI L. TURI, COOS COUNTY CLERK
TOTAL \$106.00

12/02/2013 03:54:16PM
PAGE 4 OF 14

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(Page 3 of 12)
302840

2013 11435

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

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

MERS
ITEM 2702L4 (0809)
593-302840

COOS COUNTY CLERK, OREGON
TERRI L. TURI, COOS COUNTY CLERK
TOTAL \$106.00

12/02/2013 03:54:16PM
PAGE 5 OF 14

Form 3038 1/01

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(Page 4 of 12)
302840

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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

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MERS

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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.

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

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

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

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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

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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

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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

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

MERS
ITEM 2702L10 (0609)
593-302840

COOS COUNTY CLERK, OREGON
TERRI L. TURI, COOS COUNTY CLERK
TOTAL \$106.00

12/02/2013 03:54:16PM
PAGE 11 OF 14

Form 3038 1/01
GreatDocs™
(Page 10 of 12)
302840

2013 11435

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.

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.

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

MERS
ITEM 2702L11 (0808)
593-302840

COOS COUNTY CLERK, OREGON
TERRI L. TURI, COOS COUNTY CLERK
TOTAL \$106.00

12/02/2013 03:54:16PM
PAGE 12 OF 14

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Form 3038 1/01
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(Page 11 of 12)
302840

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Stephen D Dihel (Seal)
-Borrower

Susan M Dihel (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

State of Oregon
County of COOS

This instrument was acknowledged before me on November 25, 2013 (date) by Stephen D Dihel, Susan M Dihel (person[s] acknowledging).



[Signature]
Notary Public for Oregon

My commission expires: 08-25-15

EXHIBIT "ONE"

The South half of Lot 3, Block 11, Barview Acre Tracts, in the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said Lot 3 being more particularly described as follows: Beginning at a point from which the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36, bears South 24° 20' 1/2" West (South 24° 30' 30" West per property line adjustment survey) a distance of 463.87 feet; running thence North 1° 12' West for a distance of 600.0 feet; thence North 89° 13' East for a distance of 100.0 feet; thence South 1° 12' East for a distance of 600.0 feet; thence South 89° 13' West for a distance of 100.0 feet to the point of beginning.

TOGETHER WITH the East 15 feet of the South half of Lot 2, Block 11, Barview Acre Tracts in the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said South half of Lot 2 being more particularly described as follows: Beginning at a point from which the iron pipe at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36, bears South 24° 30' 30" West a distance of 463.87 feet; thence North 01° 12' West a distance of 300 feet; thence South 89° 13' West a distance of 100 feet; thence South 01° 12' East a distance of 300 feet; thence North 89° 13' East a distance of 100 feet to the point of beginning.

ALSO TOGETHER WITH an easement for ingress and egress and utility access as set forth in instrument recorded February 3, 2006, as Microfilm No. 2006-1575, Records of Coos County, Oregon.

89 12 1159

KNOW ALL MEN BY THESE PRESENTS, That CARMA E. CRAWFORD STUCK, who acquired title as
CARMA E. CRAWFORD

Grantor
in consideration of Thirteen Thousand Nine Hundred and NO/100 Dollars,
to them paid by the Grantee herein, do hereby grant, bargain, sell and convey
unto

ERNEST C. GILBERT

Grantee the following described real property, situate in the County of COOS
and State of Oregon, to-wit:

SEE EXHIBIT "A"

To Have and to Hold the granted premises unto the said Grantee, His Heirs and Assigns forever.

And the Grantor do es covenant that she is lawfully seized in fee simple of the above granted
premises free from all encumbrances, excepting: 1) These premises are within the boundaries of
the Charleston Sanitary District, and are subject to the levies, assessments and easements
thereof, if any; & 2) Rights of the public in and to that portion of the herein described
property lying within the boundaries of roads and roadways.

and that she will and her heirs, executors and administrators, shall
warrant and forever defend the granted premises, against the lawful claims and demands of all persons,
except as stated above.

Witness her hand and seal this 19th day of December
1989.

"This instrument will not allow use of the property
described in this instrument in violation of applicable
land use laws and regulation. Before signing or
accepting this instrument, the person acquiring fee
title to the property should check with appropriate
city or county planning department to verify approved
uses."

STATE OF OREGON }
County of Coos } ss.

On this 19th day of Dec., 1989,
personally appeared the above named

Carma E. Crawford Stuck aka Carma E. Crawford

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

Ernest C. Gilbert
Notary Public for Oregon
Expires 10-30-92

WARRANTY DEED
Furnished as a service by WILLAMETTE VALLEY TITLE CO.

Carma E. Crawford Stuck (SEAL)
Carma E. Crawford (SEAL)
aka Carma E. Crawford

State of Oregon
County of Coos 89-12-1159

I, Mary Ann Wilson, County Clerk, certify the
within instrument was filed for record at
3:00 PM Nov 19, 1989

By [Signature] Deputy

#pages 4-11-11 Fee \$ 20-2-

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS
SHALL BE SENT TO THE FOLLOWING ADDRESS:

ERNEST C. GILBERT
353 So. 5th St.
Coos Bay, OR 97420

Return to:
WILLAMETTE VALLEY TITLE CO
132300EC

EXHIBIT "A"

Lot 1, Block 11, Barview Acre Tracts; Beginning at a point on the West boundary of the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14, West of Willamette Meridian, a distance of 420.0 feet northerly from the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36; and running thence W 1° 12' W. along the said West boundary of the Southwest quarter of the Southeast quarter of Section 36 for a distance of 600.0 feet; thence N. 89° 13' E. for a distance of 100.0 feet; thence S. 1° 12' E. for a distance of 600.0 feet; thence S. 89° 13' W. for a distance of 100.0 feet to the point of beginning, and being a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

ALSO: Lot 2, Block 11, Barview Acre Tracts; Beginning at a point in the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14, West of the Willamette Meridian, from which point the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36 bears S. 24° 20' 1/2' W. a distance of 463.87 feet;- and running thence N. 1° 12' W. for a distance of 600.0 feet; thence S. 89° 13' W. for a distance of 100.0 feet; thence S. 1° 12' E. for a distance of 600.0 feet; thence N. 89° 13' E. for a distance of 100.0 feet to the point of beginning, and being a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14, West of Willamette Meridian, Coos County, Oregon.

ALSO: Lot 3, Block 11, Barview Acre Tracts; Beginning at a point in the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, from which point the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36 bears S. 24° 20' 1/2' W. a distance of 463.87 feet; and running thence N. 1° 12' W. for a distance of 600.0 feet; thence N 89° 13' E. for a distance of 100.0 feet; thence S. 1° 12' E. for a distance of 600.0 feet; thence S. 89° 13' W. for a distance of 100.0 feet to the point of beginning, and being a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Save and except therefrom, the following described parcel; The North 300 feet of the following: Beginning at a point on the West boundary of the SW 1/4 of the SE 1/4 of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon a distance of 420.0 feet northerly from the iron pipe at the quarter section corner at the Southwest corner of the said SW 1/4 of the SE 1/4 of Section 36, and running thence North 1° 12' West along the said West boundary of the SW 1/4 of the SE 1/4 of Section 36 for a distance of 600.0 feet; thence North 89° 13' East for a distance of 100.0 feet; thence South 1° 12' East for a distance of 600.0 feet; thence South 89° 13' West for a distance of 100.0 feet to the point of beginning, being a portion of the SW 1/4 of SE 1/4 of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Also Save and Except the following parcel; The North half of Lot 3, Block 11, of the Barview Acre Tract in the (southwest quarter) of the (Southeast quarter) of Section 36, Township 25 South, Range 14 West, excepting therefrom the West 10 feet along parallel and adjacent to the West boundary of Lot 3... said 10 feet strip of land to be used exclusively and expressly for ingress

CONTINUED

Page 2
CONTINUED
Exhibit "A" Order No. 132380

and egress to Lots 1, 2 and 3 of Block 11, Barview Acre Tract. The said Lot 3 of Block 11, of Barview Acre Tracts which is an unrecorded plat being described as follows: Beginning at a point in the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of Willamette Meridian, from which point the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36 bears S. 24° 20' 1/2" W. a distance of 463.87 feet; and running thence N. 1° 12' W. for a distance of 600.0 feet; thence N 89° 13' E. for a distance of 100.0 feet; thence S. 1° 12' E. for a distance of 600.0 feet; thence S. 89° 13' W. for a distance of 100.0 feet to the point of beginning. Also save and except the following parcel; The North half of Lot 2 Block 11 of the Barview Acre Tract in the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section 36 Township 25 South, Range 14 West, excepting therefrom the East 10 feet along parallel and adjacent to the East boundary of Lot 2. Said 10 foot strip of land to be used exclusively and expressly for ingress and egress to Lots 1, 2 and 3 of Block 11 Barview Acre Tracts. Said Lot 2 of unrecorded plat of Barview Acre Tract being described as follows: Beginning at a point in the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14, West of Willamette Meridian, from which point the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36 bears S. 24° 20' 1/2" W. a distance of 463.87 feet;- and running thence N. 1° 12' W. for a distance of 600.0 feet; thence S. 89° 13' W. for a distance of 100.0 feet; thence S. 1° 12' E. for a distance of 600.0 feet; thence N. 89° 13' E. for a distance of 100.0 feet to the point of beginning, and being a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 25, South, Range 14, West of Willamette Meridian, Coos County, Oregon.

Also Save and Except the following parcel: The South half of Lot 1 Block 11 of the Barview Acre Tract in the SW 1/4 of the SE 1/4 of Section 36 Township 25 South, Range 14 West, excepting therefrom the North 20 feet along parallel and adjacent to the North boundary of the South half of Lot 1. Said 20 foot strip of land to be used exclusively and expressly for ingress and egress to lots 1, 2 and 3 of Block 11, Barview Acre Tract, said Lot 1 of unrecorded plat of Barview Acre Tracts being described as follows; Beginning at a point on the West boundary of the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14, West of Willamette Meridian, a distance of 420.0 feet northerly from the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36;- and running thence N. 1° 12' W. along the said West boundary of the Southwest quarter of the Southeast quarter of Section 36 for a distance of 600.0 feet; thence N. 89° 13' E. for a distance of 100.0 feet; thence S. 1° 12' E. for a distance of 600.0 feet; thence S. 89° 13' W. for a distance of 100.0 feet to the point of beginning, and being a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Account No. 4036.00 Map 25-14-36DC TL 1200
CONTINUED

Parcel II

The South half of Lot 1 Block 11 of the Barview Acre Tract in the SW 1/4 of the SE 1/4 of Section 36 Township 25 South, Range 14 West, excepting therefrom the North 20 feet along parallel and adjacent to the North boundary of the South half of Lot 1. Said 20 foot strip of land to be used exclusively and expressly for ingress and egress to Lots 1, 2 and 3 of Block 11, Barview Acre Tract, said Lot 1 of unrecorded plat of Barview Acres Tracts being described as follows; Beginning at a point on the West boundary of the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14, West of the Willamette Meridian, a distance of 420.0 feet northerly from the iron pipe at the quarter section corner at the Southwest corner of the said Southwest quarter of the Southeast quarter of Section 36:- and running thence N. 1° 12' W. along the said West boundary of the Southwest quarter of the Southeast quarter of Section 36 for a distance of 600.0 feet; thence N. 89° 13' E. for a distance of 100.0 feet; thence S. 1° 12' E. for a distance of 600.0 feet; thence S. 89° 13' W. for a distance of 100.0 feet to the point of beginning.

Containing 1.378 acres, more or less, and being a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 25 South, Range 14 West of the Willamette Meridian.

Account No. 4036.03 Map 25-14-35DC TL 1202

TOGETHER WITH: an easement for powerline puposes over Tax Eot 1300 of Map 25-14-35DC

W. E. De

94 06 1056

PACIFIC POWER

Return To: PACIFIC POWER
P O BOX 989
COOS BAY OR 97420

RC Name COOS BAY

RC 41050 WO 7573

EDMUNDS, CHARLES
(GRANTOR)

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), does hereby grant to PACIFICORP, a corporation, dba Pacific Power & Light Company, its successors and assigns, the Grantee, an easement and right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all of any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in COOS County, State of OREGON, to wit:

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 36, Township 25 South, Range 14 West, Willamette Meridian

Deed Reference: 94-04-0849

RECORDING # 94061056

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



10:10 AM ON 06/24/1994
J. WILSON

By _____ Deputy

pages 2 Fee \$ 18.00

Including the right to clear said easement and right-of-way and keep the same clear of brush, trees, timber and structures, and the right to top, trim, clear or cut away all trees outside of said right-of-way which might endanger such line.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said easement and right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement and right-of-way granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said easement and right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulations pertaining to required clearances from the wires or conductors of such line.

Form 2765 (Rev. 4/90)

2237

94 06 1056

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 25 day of APRIL, 1994.

Charles Edmunds (SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)



STATE OF OREGON
COUNTY OF CLATSOP SS.

On this 25 day of APRIL, 1994,
personally appeared before me a notary public in and for said
State, the within named CHARLES EDMUNDS

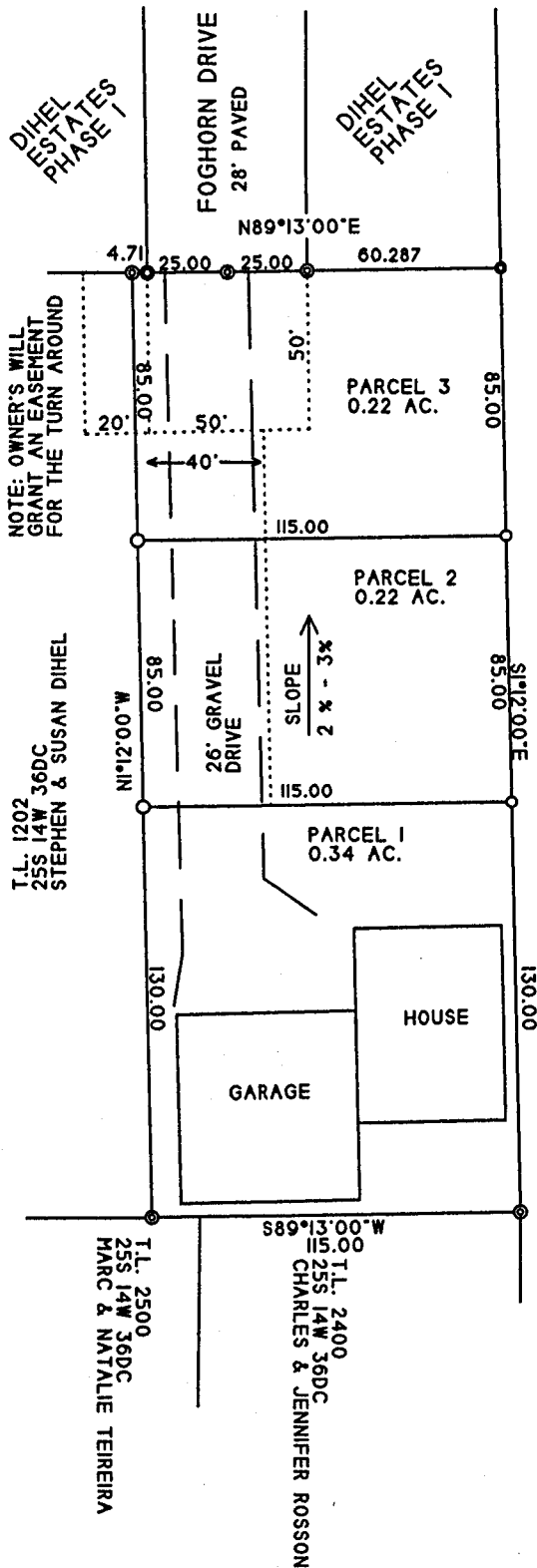
to me known to be the identical person _____ described therein and
who executed the foregoing instrument, and acknowledged to me that
HE executed the same freely and voluntarily for the uses
and purposes therein mentioned.

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

[Signature]
Notary Public for OREGON
Residing at CLATSOP RM
My Commission expires: 11/9/97

2238

TENTATIVE PARTITION - LOCATED IN THE SW1/4 SE1/4
 SEC. 36, T.25S., R.14W., W.M., COOS COUNTY, OREGON
 (T.L. 1200 - 25S 14W 36DC - ACCT.# 403600 - 0.77 AC.)

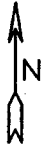


NOTE: OWNER'S WILL GRANT AN EASEMENT FOR THE TURN AROUND

T.L. 1202 25S 14W 36DC STEPHEN & SUSAN DIHEL

T.L. 2500 25S 14W 36DC MARC & NATALIE TEIREIRA

T.L. 2400 25S 14W 36DC CHARLES & JENNIFER ROSSON



SCALE 1" = 40'
 JULY 16, 2019

PREPARED FOR:
 STEPHEN & SUSAN DIHEL
 63667 FOGHORN DR.
 COOS BAY, OR 97420

PREPARED BY:
 MULKINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459

INST# 2008 - 8242
 THE 50' X 50' EASEMENT AREA CONTAINS THE PUBLIC UTILITIES

STORM SEWER SYSTEM IS LOCATED AT THE END OF FOGHORN DR.

REGISTERED PROFESSIONAL LAND SURVEYOR

Troy Rambo
 OREGON
 JULY 14, 1998
 TROY J. RAMBO
 2865

RENEWAL 12-31-18

PROPERTY SUBJECT TO

- SETBACKS - FRONT - 20'; SIDE & REAR 5'
- NATURAL HAZARD TSUNAMI
- MR# 89-12-1159 - POWERLINE EASEMENT
- INST# 94-06-1056 - POWERLINE EASEMENT
- INST# 2006 - 1575 - DRIVEWAY & UTILITIES EASEMENT
- INST# 2006 - 14265 - POWERLINE EASEMENT
- INST# 2008 - 8312 - COOS BAY-NORTH BEND WATER BOARD
- INST# 2006 - 14265 - POWERLINE EASEMENT
- INST# 2013 - 11435 - DEED OF TRUST

LEGEND

- ⊙ RECORD CORNERS
- PROPOSED CORNERS
- PROPOSED & EXISTING EASEMENT BOUNDARY

NOTES

- ZONING - UR-2
- EXISTING LAND USE - RESIDENTIAL
- WATER - COOS BAY/NORTH BEND WATER BOARD - ON SITE
- SEWAGE DISPOSAL - CHARLESTON SANITARY DISTRICT - ON SITE
- POWER / PHONE - LOCATED ON SITE
- TOPOGRAPHY - LESS THAN 5%