



**Coos County
Planning Department
Property Line Adjustment
Application**

Official Use Only

Fee \$700
Receipt No. 209825
Check No./Cash 106
Date 4/31/19
Received By P. Om
File No. PLA-19-005

Introduction

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

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

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

A single adjustment of one line between two abutting properties will be approved as an administrative act.

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

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

This information is provided as a courtesy and is not intended to replace the provisions of Article 6.3.

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

COOS COUNTY \$700.00
TICOR - \$250.00

Please complete the following sections:

A. Property 1:

Owner(s): VICKIE BURLISON Telephone: 805-320-6856
Address: 86992 GLEN FLORA BOG LN.
City/State: BANDON, OR Zip Code: 97411
Lien Holder(s): N/A
Address: |
City/State: _____ Zip Code: _____
Township: 30S Section: 13
Range: 15W Tax Lot: 1700
Tax Account: 1366101 Zoning District: EFU
Initial Lot Size: 33.05 Adjusted Lot Size: 30.0 AC.

B. Property 2:

Owner(s): KEVIN : LANEDA FREITAS Telephone: _____
Address: 87359 SYDNAM LN
City/State: BANDON, OR Zip Code: 97411
Lien Holder(s): BANK OF THE WEST
Address: 13505 CALIFORNIA ST.
City/State: OMAHA, NE Zip Code: 68154
Township: 30S Section: 13
Range: 15W Tax Lot: 2000
Tax Account: 1366201 Zoning District: EFU
Initial Lot Size: 1.72 AC Adjusted Lot Size: 4.72 AC

C. Applicant:

Name: VICKIE BURLISON Telephone: 805-320-6856
Address: 86992 GLEN FLORA BOG LN.
City/State: BANDON, OR Zip Code: 97411

D. Surveyor

Name/Company: Troy Rambo Telephone: 541-751-8900
Address: P.O. Box 809
City/State: NORTH BEND, OR Zip Code: 97459

E. Purpose of the Property Line Adjustment

THE FREITAS WANT A LARGER PARCEL

F. Criteria from Article 6.3

ARTICLE 6.3 PROPERTY LINE ADJUSTMENTS

SECTION 6.3.100 PROPERTY LINE ADJUSTMENTS:

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

SECTION 6.3.125 PROCEDURE:

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

- or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.
- e. A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.
2. A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:
 - a. No parcel is reduced in size contrary to a condition under which it was formed;
 - b. The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming; and
 - c. Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).
 3. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.
 4. A line adjustment for a lot or parcel that contains a dwelling, not on a public sanitation system, and is less than an acre before the adjustment and further reduced as a result of the adjustment shall obtain documentation from Department of Environmental Quality (DEQ) that the sanitation system will still meet their requirements.
 5. In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.
 - a. A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
 - b. A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
 - c. A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.
 6. Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, resource lands, and estuary zoned lands unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.

7. Property line adjustments are subject to a twelve (12) day appeal period. If appealed, this will be treated as a Planning Director's decision and the procedures in Article 5.8 will be followed. A notice of the decision will be mailed to the applicant and to all neighborhood or community organizations recognized by the County and whose boundaries include the site. Notice of the decision will also be mailed to the owners of record of property on the most recent property tax assessment roll where such property is located:
 - a. Within 100 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is wholly or in part within an urban growth boundary;
 - b. Within 250 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is outside an urban growth boundary and not within a farm or forest zone;
 - c. Within 750 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is within a farm or forest zone.

SECTION 6.3.150 EASEMENTS AND ACCESS:

A line adjustment shall have no affect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected then an easement may be created for access to comply with this criterion.

SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:

1. Map and Monuments Required:

- a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
- b. The survey map shall show all structures within ten (10) feet of the adjusted line;
- c. The survey shall establish monuments to mark the adjusted line.

2. Approval and Filing Requirements:

- a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
- b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
- c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
- d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;

- e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.
- f. The property line adjustment deed must be submitted on the exact format found in Figure 1 below.

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

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

UB

Property 1

XF - J

Property 2

FEES

The Coos County Board of Commissioners has adopted a schedule of fees and if the property owners understand they are subject to the fee. If a hearings officer is required to review this matter the property is responsible for actual cost of processing the application.

UB

Property 1

XF - J

Property 2

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

UB

Property 1

XF - J

Property 2

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

UB

Property 1

AF - JB

Property 2

As the applicant(s) I/we acknowledge pursuant to Section 6.3.175(2), the property line adjustment deed must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.

UB

Property 1

AF - JB

Property 2

Dickinson Burleson

Applicant(s) Original Signature

3-26-2019

Date

Tim W. Foster

Applicant(s) Original Signature

3-26-2019

Date

Caroleo

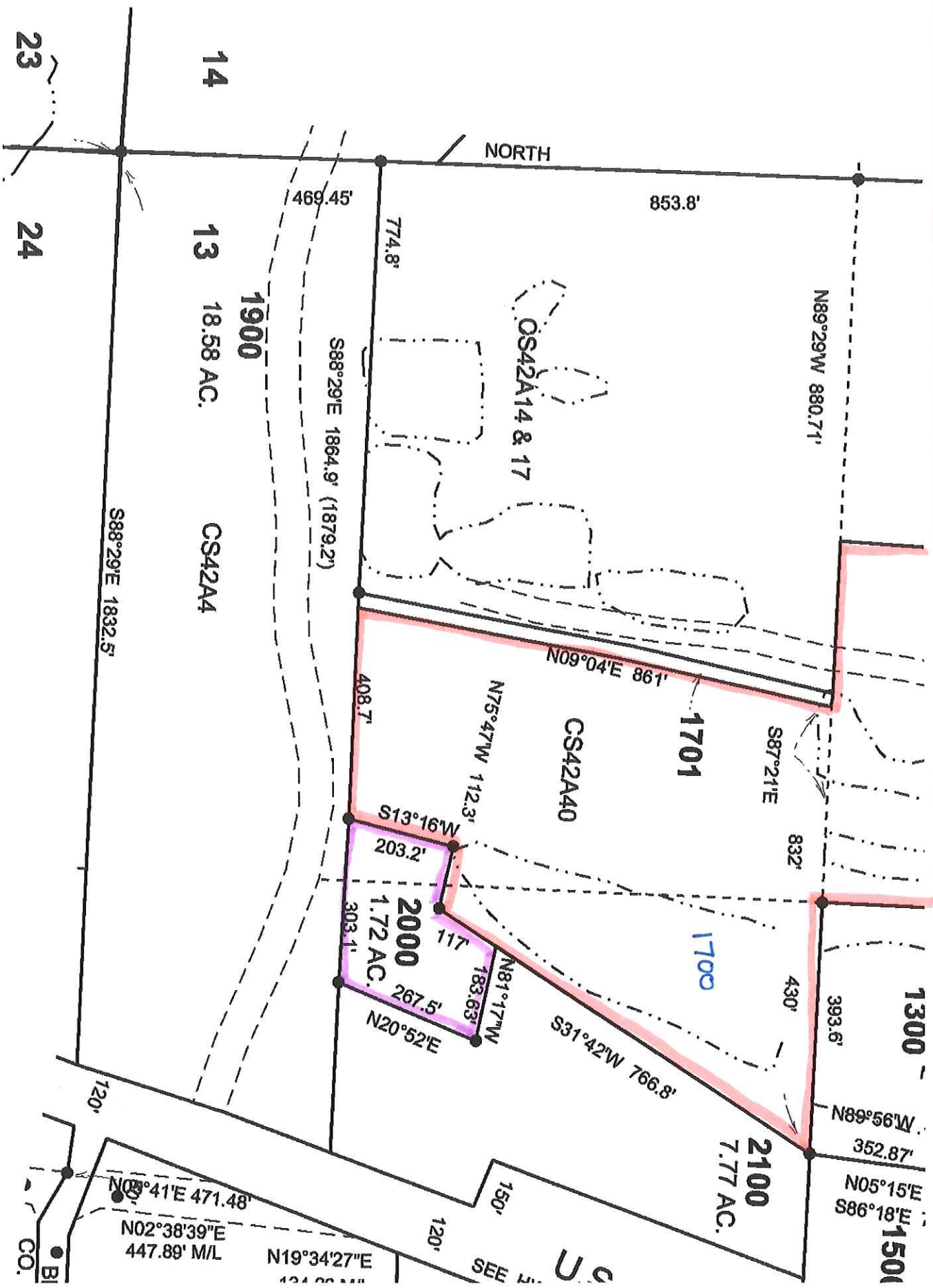
Applicant(s) Original Signature

3-26-19

Date

Applicant(s) Original Signature

Date



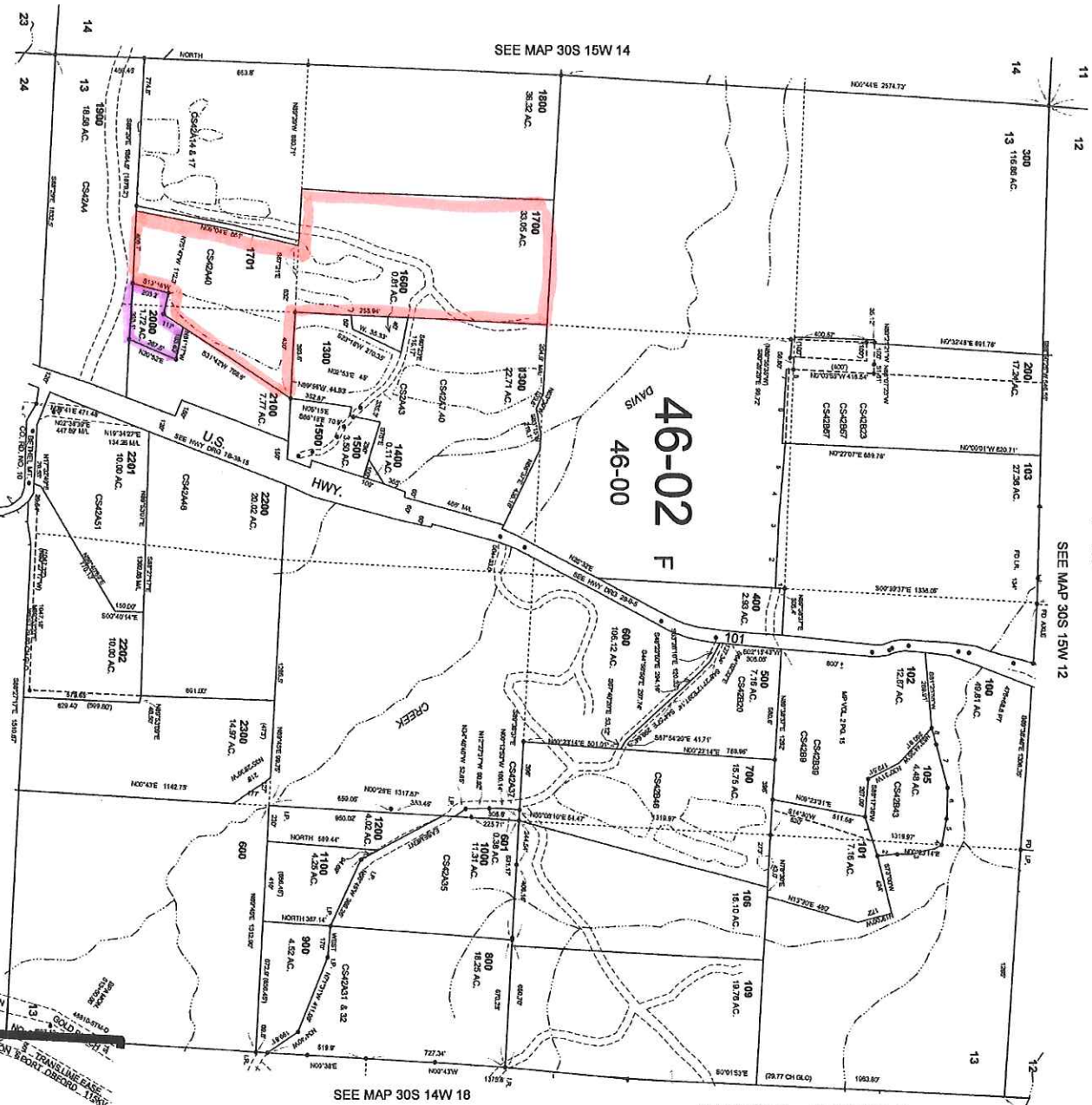
BEFORE ADJUSTMENT

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 13 T30S R15W W.M.
COOS COUNTY

1" = 400'

SEE MAP 30S 15W 12



- 30S 15W 13
CANCELLED NO.
- 2301
 - 104
 - 107
 - 301
 - 108
 - 302
 - 303
 - 304

- POR. OF 103
- 1. 530°29'59"W 52.25'
 - 2. 108°57'29"W 152.00'
 - 3. 108°57'29"W 152.00'
 - 4. 108°57'29"W 152.00'
 - 5. 108°57'29"W 152.00'
 - 6. 108°57'29"W 152.00'
 - 7. 108°57'29"W 152.00'
 - 8. 108°57'29"W 152.00'
- POR. OF 105
- 1. 108°57'29"W 152.00'
 - 2. 108°57'29"W 152.00'
 - 3. 108°57'29"W 152.00'
 - 4. 108°57'29"W 152.00'
 - 5. 108°57'29"W 152.00'
 - 6. 108°57'29"W 152.00'
 - 7. 108°57'29"W 152.00'
 - 8. 108°57'29"W 152.00'

SEE MAP 30S 14W 18

SEE MAP 30S 15W 24

SEE MAP 30S 15W 14

8-04-2004

30S 15W 13



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.: Freitas
Order No.: 360619026773
Effective Date: March 28, 2019 at 08:00 AM
Charge: \$250.00

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:

Kevin W. Freitas and Laneda A. Freitas, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

87359 Sydnam Ln, Bandon, OR 97411

(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. Notwithstanding the covered risks as set forth in the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the Land.
7. Any interest in any oil, gas and/or minerals, as disclosed by document

Entitled: Deed
Recording Date: October 11, 1938
Recording No: Book 132 Page 416 Deed Records

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

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

Entitled: Deed
Recording Date: October 11, 1938
Recording No: Book 132 Page 416 Deed Records

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

Granted to: K. E. Brown and Amelia Brown
Recording Date: October 11, 1938
Recording No: Book 132 and Page 416 Deed

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

Recording Date: September 12, 1951
Recording No: Book 212 and Page 280 Deed

11. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Recording Date: March 12, 1957
Recording No.: Book 257 and Page 164 Deed

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

Amount: \$140,000.00
Dated: February 2, 2015
Trustor/Grantor: Kevin W. Freitas and Laneda A. Freitas, husband and wife
Trustee: First American Title Insurance Company
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Bank of the West, a California State Banking Corp.
Recording Date: February 4, 2015
Recording No.: 2015-00907

NOTES:

A. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Kevin W. Freitas and and Laneda A. Freitas

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

Fiscal Year: 2018-2019
Amount: \$1,923.81
Levy Code: 4602
Account No.: 1366201
Map No.: 30S15130002000

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

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

Grantor: Larry R. Furrer and Vivian M. Furrer, husband and wife
Grantee: Kevin W. Freitas and Laneda A. Freitas, husband and wife
Recording Date: February 4, 2015
Recording No: 2015-00906

Ticor Title Company of Oregon
Order No. 360619026773

End of Reported Information

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

Teddi Underhill
541-269-5127
Teddi.Underhill@ticortitle.com
Ticor Title Company of Oregon
300 W Anderson
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

A parcel of land situated in the Southwest quarter of the Southwest quarter and in the Southeast quarter of the Southwest quarter of Section 13, Township 30, South, Range 15 West of the Willamette Meridian, Coos County, Oregon, particularly described as follows;

Beginning at a brass rod point situated on Mason's South line, which is 469.0 feet North and 1183.5 feet South 88° 29' East from the Southwest corner of the said Section 13; thence South 88° 29' East 303.1 feet to a brass rod post; thence North 20° 52' East 267.5 feet to a brass rod post; thence North 81° 17' West 183.63 feet; thence South 31° 42' West 117.0 feet to a brass rod post; thence North 75° 47' West 112.3 feet to a brass rod post; thence South 13° 16' West 203.2 feet to the place 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

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

28-Mar-2019

FREITAS, KEVIN W. & LANEDA A.
87359 SYDNAM LN
BANDON, OR 97411-7228

Tax Account #	1366201	Lender Name	CLG - BANK OF THE WEST - WESTLAKE, T
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4602
Situs Address	87359 SYDNAM LN BANDON, OR 97411	Interest To	Apr 15, 2019

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,923.81	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,876.51	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,821.27	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,775.17	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,761.99	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,717.68	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,668.79	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,617.93	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,571.43	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,533.46	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,550.16	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,463.44	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,429.07	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,403.16	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,333.50	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,298.72	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$25,746.09	

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

March 28, 2019 2:20:26 pm

Account # 1366201 Map # 30S15130002000 Code - Tax # 4602-1366201 Legal Descr See Record Mailing Name FREITAS, KEVIN W. & LANEDA A. Agent In Care Of Mailing Address 87359 SYDNAM LN BANDON, OR 97411-7228 Prop Class 101 MA SA NH Unit RMV Class 101 06 27 RRL 23597-1	Tax Status ASSESSABLE Acct Status ACTIVE Subtype NORMAL Deed Reference # 2015-00906 Sales Date/Price 01-22-2015 / \$175,000.00 Appraiser CLIFFORD W. JOHNSON
---	---

Situs Address(s)	Situs City
ID# 10 87359 SYDNAM LN	BANDON

Code Area	RMV	MAV	Value Summary AV	RMV Exception	CPR %
4602	Land	140,870		Land	0
	Impr.	122,550		Impr.	0
Code Area Total		263,420	206,820		0
Grand Total		263,420	206,820		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown				Trended RMV
						TD%	LS	Size	Land Class	
4602	10	<input checked="" type="checkbox"/>		EFU	Market	100	A	1.00	HS	001
4602	20	<input checked="" type="checkbox"/>		EFU	Market	100	A	0.72	MV	001
Grand Total								1.72		

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
4602	2		303	General Purpose Building	100		3,600		35,330	
4602	1	1955	131	One story-Class 3	100		1,323		87,220	
Grand Total								4,923	122,550	

Code Area	Type	Exemptions/Special Assessments/Potential Liability			
4602		FIRE PATROL:			
		■ FIRE PATROL SURCHARGE	Amount	47.50	Year 2019
		■ FIRE PATROL TIMBER	Amount	18.75 Acres	0.72 Year 2019

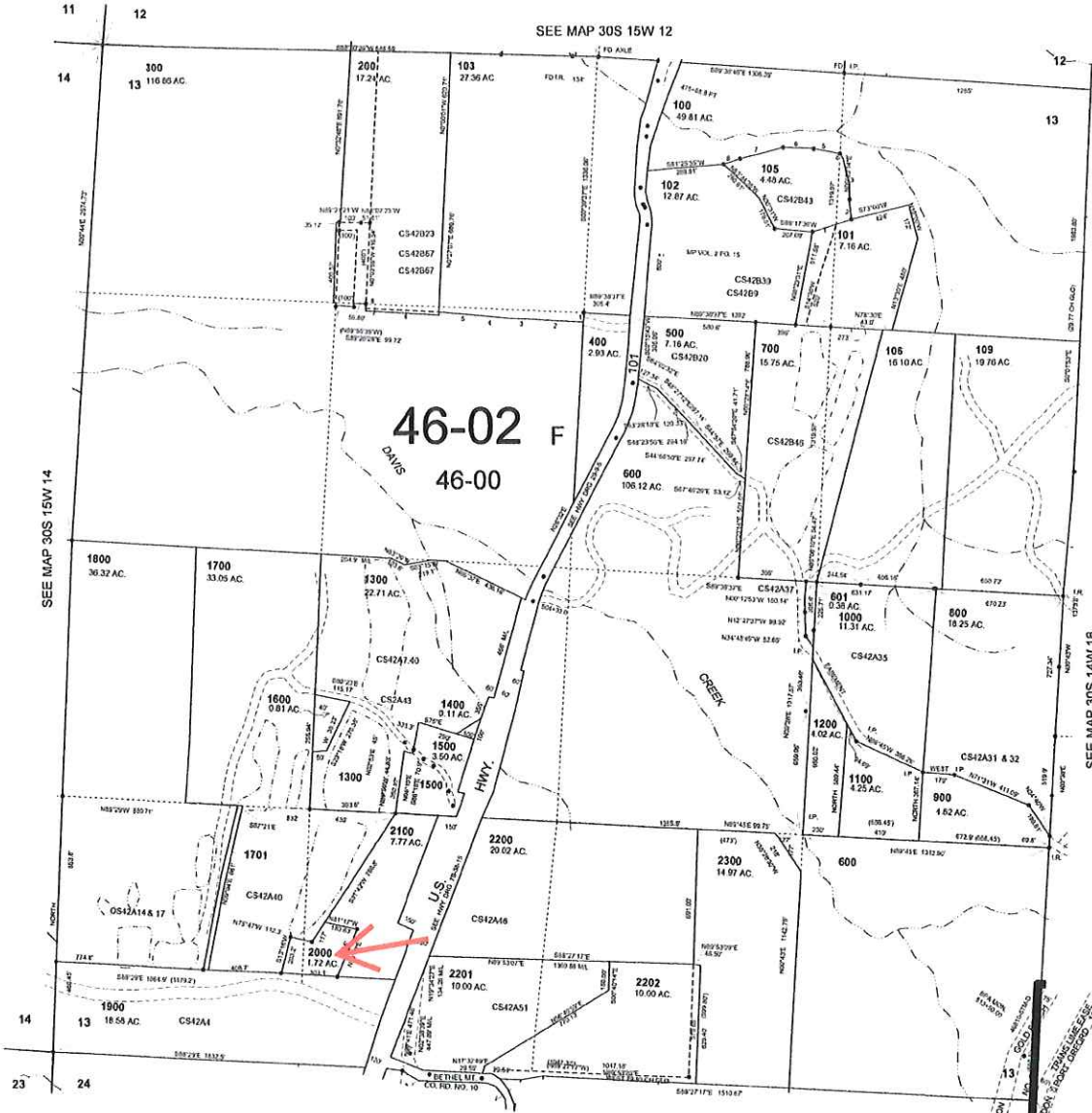
SECTION 13 T30S R15W W.M.
COOS COUNTY

30S 15W 13

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 400'

CANCELLED NO.



- 2301
- 104
- 107
- 301
- 108
- 302
- 303
- 304

- POR OF 103
- 1 S09°58'56"W 52.53
 - 2 N89°02'20"W 236.65
 - 3 N89°37'54"W 166.79
 - 4 N60°21'16"W 118.99
 - 5 N87°02'46"W 211.19
 - 6 N89°21'30"W 322.99
 - 7 N89°57'50"W 94.60
 - 8 N00°03'55"W 24.83

- POR OF 105
- 1 N73°00'00"E 200.00
 - 2 N07°20'52"W 90.00
 - 3 N10°04'35"W 160.72
 - 4 N23°36'50"E 87.69
 - 5 N31°24'40"W 132.72
 - 6 N89°07'53"W 168.35
 - 7 S72°01'44"W 233.43
 - 8 S72°29'42"W 110.30

N
↑

Township _____ Range _____ Section _____

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, location of easements, acreage or other matters shown thereon.

TICOR TITLE COMPANY

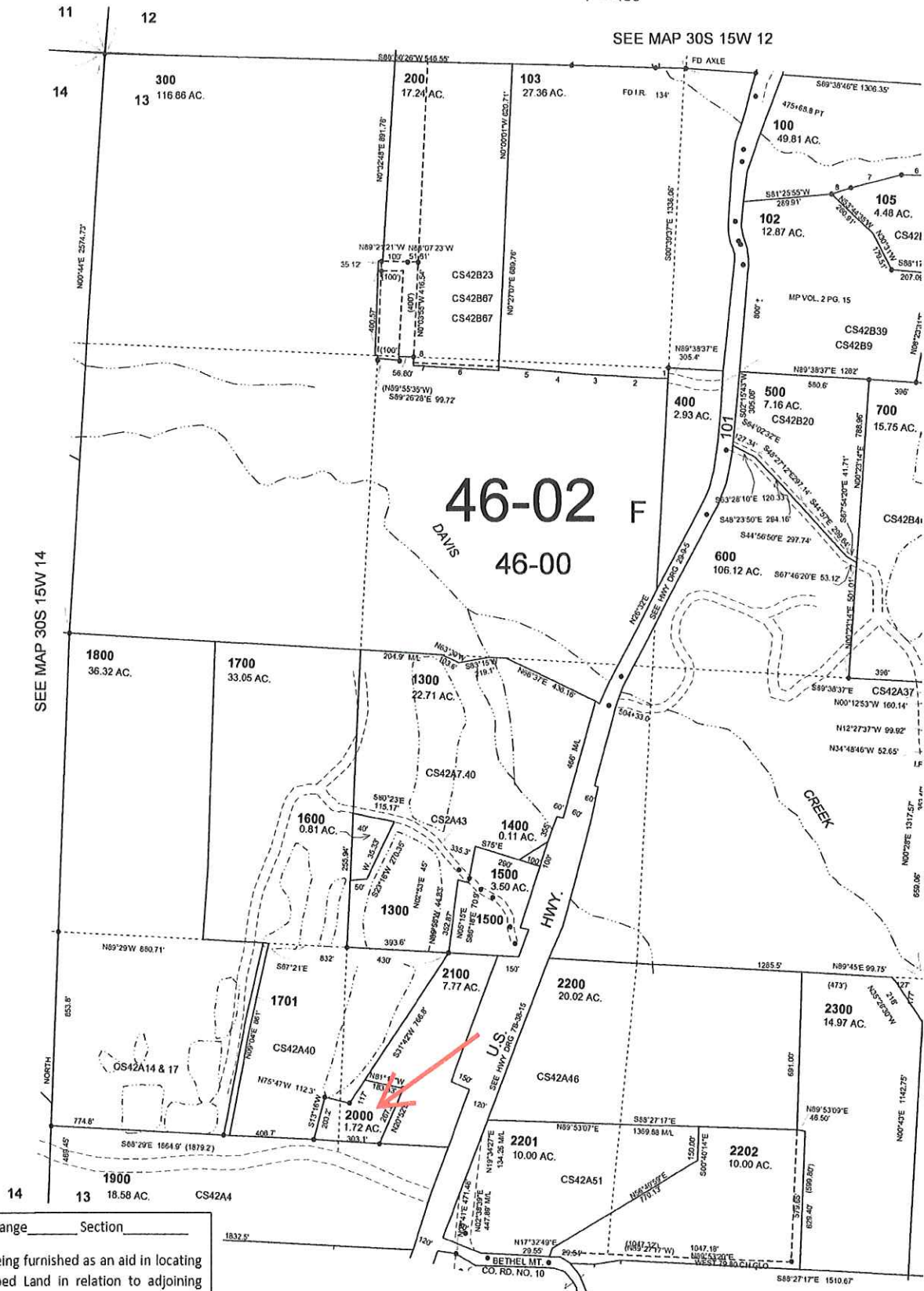
8-04-2004

30S 15W 13

SECTION 13 T30S R15W W.M. COOS COUNTY

MAP WAS PREPARED FOR
INFORMATION PURPOSE ONLY

1" = 400'



Township _____ Range _____ Section _____

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, location of easements, acreage or other matters shown thereon.

TICOR TITLE COMPANY

RECORDED BY
FIRST AMERICAN TITLE

2301981

Until a change is requested all tax statements
shall be sent to the following address.

Bank of the West Post Closing
13505 California Street
Omaha, NE 68154

COOS COUNTY, OREGON

2015-00907

\$166.00

02/04/2015 02:44:36 PM

Pgs=25



00019402201500008070250254

Terri L. Turl, Coos County Clerk

When Recorded Mail To

Bank of the West Post Closing
13505 California St.
NE-BBP-LL-P
Omaha, NE 68154

Tax Account Number

True and Actual Consideration is:
\$ 140,000.00

Deed of Trust

**Mortgage Electronic Registration Systems, Inc. (MERS) is the Grantee of this Security Instrument
MIN 100104088016709923**

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 February 02, 2015 , together with all Riders to this document.
- (B) "Borrower" is KEVIN W FREITAS and LANEDA A FREITAS, Husband and Wife

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is Bank of the West, a California state banking corp.

Lender is a corporation
organized and-existing under the laws of The State of California

Lender's address is 13505 California Street 2 West, NE-BBP-02-P
Omaha, NE 68154

Lender is the beneficiary under this Security Instrument.

- (D) "Trustee" is First American Title Insurance Company
- (E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.
- (F) "Note" means the promissory note signed by Borrower and dated February 02, 2015. The Note states that Borrower owes Lender One Hundred Forty Thousand And Zero/100 Dollars (U.S. \$140,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 01, 2045.
- (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]:
- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
MERS 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.

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

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

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

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

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

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

- 2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any

remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

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

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

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

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

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

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

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

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

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the

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

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

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

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

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of

payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

- 15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by

mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and

valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

- 22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.
24. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.
25. **Attorneys' Fees.** As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.
26. **Protective Advances.** This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.
27. **Required Evidence of Property Insurance.**

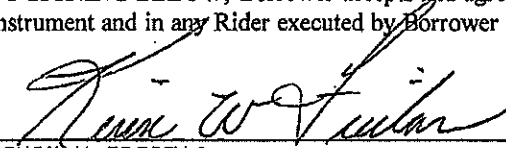
WARNING

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

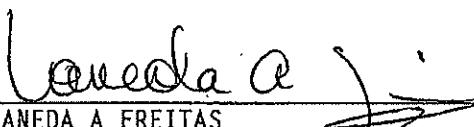
You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date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

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

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



KEVIN W FREITAS (Seal)
-Borrower



LANEDA A FREITAS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.

Acknowledgment

State of *Nevada*
County of *Carson City*

This instrument was acknowledged before me on February 02, 2015 by KEVIN W FREITAS and LANEDA A FREITAS



Donna Peacocke

Notary Public

My commission expires: 8-26-17

Loan Origination Organization: Bank of the West, a California state banking
NMLS ID: 19116
Loan Originator: Kris Smith
NMLS ID: 507188

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 2nd day of February, 2015 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to Bank of the West, a California state banking corp.

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

87359 SYDNAM LN
BANDON, OR 97411
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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 second home.


8801670992

MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3890 1/01

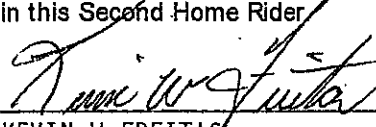
Page 1 of 2

Initials: *KWF LAF*

 VMP-365R (0811)

VMP Mortgage Solutions, Inc. (800)521-7291

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



KEVIN W FREITAS (Seal)
-Borrower



LANEDA A FREITAS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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-Borrower

(Seal)
-Borrower

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MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-365R (0811)

Page 2 of 2

8801670992

Form 3890 1/01

Mortgage Electronic Registration Systems, Inc. Rider (MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 2nd day of February, 2015, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Bank of the West, a California state banking corp.

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at: 87359 SYDNAM LN, BANDON, OR 97411

(Property Address)

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

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is Bank of the West, a California state banking corp.

Lender is a corporation

organized and existing under the laws of The State of California

Lender's address is 13505 California St, NE-BBP-LL-P, Omaha, NE 68154

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

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

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

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

B. TRANSFER OF RIGHTS IN THE PROPERTY

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

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under

this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Coos

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

SEE ATTACHED

"PURCHASE MONEY"

which currently has the address of 87359 SYDNAM LN

BANDON, OREGON 97411
(City) (State) (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."

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

C. NOTICES

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to

Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

E. SUBSTITUTE TRUSTEE

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

24. Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

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



KEVIN W FREITAS (Seal)
-Borrower



LANEDA A FREITAS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.

EXHIBIT A

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

A parcel of land situated in the Southwest quarter of the Southwest quarter and in the Southeast quarter of the Southwest quarter of Section 13, Township 30, South, Range 15 West of the Willamette Meridian, Coos County, Oregon, particularly described as follows;

Beginning at a brass rod point situated on Mason's South line, which is 469.0 feet North and 1183.5 feet South 88° 29' East from the Southwest corner of the said Section 13; thence South 88° 29' East 303.1 feet to a brass rod post; thence North 20° 52' East 267.5 feet to a brass rod post; thence North 81° 17' West 183.63 feet; thence South 31° 42' West 117.0 feet to a brass rod post; thence North 75° 47' West 112.3 feet to a brass rod post; thence South 13° 16' West 203.2 feet to the place of beginning.

NOTE: This Legal Description was created prior to January 01, 2008.


RECORDED BY
FIRST AMERICAN TITLE



After recording return to:
Kevin W. Freitas and Laneda A.
Freitas
216 "B" Mark Twain Ave.
Dayton, NV 89403

Until a change is requested all tax
statements shall be sent to the
following address:
Kevin W. Freitas and Laneda A. Freitas
216 "B" Mark Twain Ave.
Dayton, NV 89403

File No.: 7132-2361981 (kad)
Date: December 18, 2014

THIS SPACE RESERVED FOR RECORDER'S USE	
COOS COUNTY, OREGON	2015-00906
\$56.00	02/04/2015 02:44:36 PM Pgs=3
	
00019401201500009080030030	
Terri L. Turi, Coos County Clerk	

STATUTORY WARRANTY DEED

Larry R. Furrer and Vivian M. Furrer, Husband and Wife, Grantor, conveys and warrants to **Kevin W. Freitas and Laneda A. Freitas, husband and wife**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

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

Subject to:

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

The true consideration for this conveyance is **\$175,000.00**. (Here comply with requirements of ORS 93.030)

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

Dated this 22 day of January, 2015.

Larry R. Furrer
Larry R. Furrer

Vivian M. Furrer
Vivian M. Furrer

STATE OF Wyoming)
County of Big Horn)ss.

This Instrument was acknowledged before me on this 22 day of January, 2015 by **Larry R. Furrer and Vivian M. Furrer.**

Shannon Smith

Notary Public for Security State Bank
My commission expires: 7-30-16

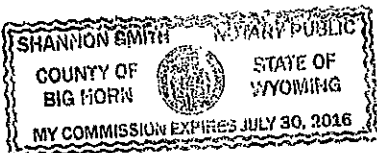


EXHIBIT A

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

A parcel of land situated in the Southwest quarter of the Southwest quarter and in the Southeast quarter of the Southwest quarter of Section 13, Township 30, South, Range 15 West of the Willamette Meridian, Coos County, Oregon, particularly described as follows;

Beginning at a brass rod point situated on Mason's South line, which is 469.0 feet North and 1183.5 feet South 88° 29' East from the Southwest corner of the said Section 13; thence South 88° 29' East 303.1 feet to a brass rod post; thence North 20° 52' East 267.5 feet to a brass rod post; thence North 81° 17' West 183.63 feet; thence South 31° 42' West 117.0 feet to a brass rod post; thence North 75° 47' West 112.3 feet to a brass rod post; thence South 13° 16' West 203.2 feet to the place of beginning.

NOTE: This Legal Description was created prior to January 01, 2008.

Recorded October 10, 1938, 3:50 P.M.
L. W. Oddy, County Clerk

My commission expires Sept. 7, 1940
(Notarial seal)

56673- KNOW ALL MEN BY THESE PRESENTS, That D. M. J. Brooks and Lela M. Brooks, husband and wife of Douglas County, State of Oregon, in consideration of Ten Dollars and other valuable considerations to them paid by K. H. Brown and Amelia Brown, husband and wife of Douglas County, State of Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto said K. H. Brown and Amelia Brown, husband and wife, their heirs and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon,

All that portion of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 13, Township 30 South of Range 15 West of the Willamette Meridian in Coos County, Oregon, lying and being west of the Oregon Coast Highway running through said premises; - - - (The above containing 60 acres, more or less,)

Excepting and reserving from the above described property the southerly Twenty (20) acres conveyed by deed to Lee Engles from D. M. J. Brooks and Lela M. Brooks, recorded on July 17, 1936 in Volume 126, page 235 of Deed Records of Coos County, Oregon.

Also excepting and reserving to the grantors one-half of all oil and gas rights on above described premises.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said K. H. Brown and Amelia Brown, husband and wife, their heirs and assigns forever. And D. M. J. Brooks and Lela M. Brooks, grantors above named do covenant to and with K. F. Brown and Amelia Brown, the above named grantees, their heirs and assigns that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances and that they will and their heirs, executors and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, We the grantors above named have hereunto set our hands and seals this 19th day of September, 1938.

Executed in the presence of
R. O. Young, G. W. Young

D. M. J. Brooks
Lela M. Brooks

) seal(
) seal(

50¢ documentary stamp cancelled

State of Oregon
County of Douglas

Be it Remembered that on this 19th day of September, A. D. 1938 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named D. M. J. Brooks and Lela M. Brooks, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

Recorded October 11, 1938, 10 A.M.
L. W. Oddy, County Clerk

R. O. Young
Notary Public for Oregon
My commission expires March 3rd, 1939
(Notarial seal)

56674-

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Empire Development Company, a Corporation organized

and existing under and by virtue of the Laws of the State of Oregon, the Grantor, in consideration of Ten Dollars do grant, bargain, sell and convey unto Robert A. Gleason, the Grantee, the following described premises, to-wit:

Lot 15, Block 31, First Addition to Empire, Coos County, State of Oregon, according to the plat thereof on file in the office of the County Clerk of Coos County, Oregon.

TO HAVE AND TO HOLD said premises, with its appurtenances, subject to the conditions hereinafter set forth unto said grantee, heirs and assigns forever.

The Grantor above named does covenant to and with the said grantee, heirs and assigns forever, that it is lawfully seized in fee simple of the above granted premises, and that they are free from all encumbrance suffered or done by it, and that it and its successors and assigns shall and will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except such as may have arisen through the grantee or since the Nov. 12, 1935, the date on which the said grantee covenanted and agreed with the grantor to purchase the above described premises from it.

IN WITNESS WHEREOF, Empire Development Company, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and its Secretary and its Corporate seal to be hereunto affixed this 24th day of August, A. D. 1938.

Executed in the presence of
Rita Painter

(Corporate Seal)

EMPIRE DEVELOPMENT COMPANY
By L. J. Simpson, President

EMPIRE DEVELOPMENT COMPANY
By W. G. Robertson, Secretary

State of Oregon
County of Coos :ss On this 24th day of August, 1938, before me appeared L. J. Simpson and W. G. Robertson, both to me personally known, who being duly sworn, did say that he, the said L. J. Simpson is the President, and he the said W. G. Robertson is the Secretary of Empire Development Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said L. J. Simpson and W. G. Robertson acknowledged said instrument to be the free act and deed of said corporation,

I have hereunto set my hand and affixed my official seal this the day and year first in this my certificate written.

Recorded October 11, 1938, 10 A.M.
L. W. Oddy, County Clerk

H. H. Hull
Notary Public for State of Oregon
My commission expires June 23, 1940
(Notarial seal)

56675- KNOW ALL MEN BY THESE PRESENTS, That Daniel Reid, a single man of County of Coos, State of Oregon, in consideration of Ten Dollars to him paid by Loyce Harris Knife of County of Coos, State of Oregon, has bargained and sold, and by these presents does grant, bargain, sell and convey unto said Loyce Harris Knife, her heirs and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon:

All of my interest in and to an undivided one-half interest in the Northeast quarter of the Northeast quarter of Section Thirty-five, Township Twenty-eight South of Range 13 West of the Willamette Meridian, in Oregon.

Hereby conveying the interest in said property conveyed to me by deed executed by Media L. Todd and her husband H. A. Todd, under date of June 6, 1938, by deed recorded in Vol. 131, on page 511, Records of Coos County, Oregon.

D-132

AFFIDAVIT OF PUBLICATION

STATE OF OREGON }
COUNTY OF COOS } SS.

I, Evelyn Fenneman being
first duly sworn, depose and say that I am the
Principal Clerk of the Editor

of the Coos Bay Times, a newspaper of general circulation,
as defined by Section 1-609 and 1-610, Oregon Compiled Laws
Annotated, as amended, printed and published at Coos Bay
and in the aforesaid county and state; that the

NOTICE OF EXPIRATION OF THE ONE YEAR

PERIOD OF REDEMPTION

a printed copy of which is hereto annexed, was published in
the entire issue of said newspaper for two
successive and consecutive weeks in the following issues:

July 16 1951
July 23 1951

Evelyn Fenneman
Signature

Subscribed and sworn to before me this 23rd

day of June, 1951

[Signature]
Notary Public for Oregon

My commission expires MY COMMISSION EXPIRES JANUARY 7, 1952

LEGAL NOTICE
NOTICE OF EXPIRATION OF THE
ONE YEAR PERIOD OF REDEMPTION
Notwithstanding the fact that the un-
designated Sheriff and Tax Collector of Coos
County, Oregon, pursuant to Section 110-
516, O.C.L.A. that the one year period al-
lowed by law for the redemption of prop-
erty which was included in that certain
tax foreclosure proceedings began June
8th, 1950, and in which judgment and de-
-cree was taken July 31st, 1950, covering
delinquent taxes for the year 1948-49 and
prior years, expires the 31st day of July,
1951, and that all property ordered sold
under and pursuant to the aforesaid judg-
-ment and decree foreclosing said tax liens
of Coos County, Oregon, will be deeded by
me, the undersigned, to Coos County, Ore-
-gon, a body politic and corporate of the
State of Oregon, immediately upon the
expiration of said period of redemption;
and
That every right, title, or interest of
any person, firm or corporation in and
to such properties to be deeded will be
forever forfeited to Coos County unless
redemption is made on or prior to the 31st
day of July, 1951, it being the last day
allowed by law for the redemption of prop-
-erties included within said tax foreclo-
-sure judgment and decree.
Dated at Coquille, Oregon, this 13th day
of July, 1951.
WM. BOWELL
Sheriff & Tax Collector
FIRST PUBLICATION: 7/18/51
LAST PUBLICATION: 7/23/51

This indenture made this 12th day of September, 1951 by me,
Sheriff and Tax Collector of Coos County, State of Oregon, witnesseth:

WHEREAS, Pursuant to a certain tax foreclosure proceeding commenced and prosecuted to final determination and to a Judgment and Decree of the Circuit Court made and entered on the 31st day of July, 1950, I did sell to Coos County, State of Oregon, certain real properties hereinafter described and did issue to said County a certificate of sale as evidence of the conveyance of such real properties to said County; and

WHEREAS, The sale of said real properties as aforesaid, was made subject to the right of redemption for a period of one year by any person having an interest therein at the date of the Judgment and Decree foreclosing the tax liens thereon, or by any heir or devisee of such person, or by any person holding a lien of record on any of said real properties or by any municipal corporation having a lien on any of said real properties by reason of special assessment for local improvements; and

WHEREAS, The one year period from the date of said Judgment and Decree expired on the 31st day of July, 1951, and due notice of the expiration of such redemption period was given in the manner and form required by Law; and

WHEREAS, The several real properties hereinafter described have not been redeemed from said Judgment and Decree of tax foreclosure and such sale to the county and the right of redemption of such properties has forever terminated and expired;

NOW, THEREFORE, by virtue of the authority vested in me as Sheriff and Tax Collector of Coos County, State of Oregon, I hereby do grant, bargain, sell and convey unto Coos County, a body politic and corporate, and one of the duly organized counties of the State of Oregon, and unto its successors and assigns, all the right, title and interest in and to each of the several real properties described as follows:

NW 35 3	10	23	12
S 1/2 NE 1/4, Ex. Tax Lot 3	28	23	12
SE 1/4 SW 1/4, S 1/2 NW 1/4, SE 1/4	29	23	13
Tax Lot 46 Being Tract #6, Proposed Plat of Homecrest Acres Addition to Sunker Hill	25	25	13
N 1/2 NW 1/4 SE 1/4	33	26	13
NE 1/4 NW 1/4 SE 1/4	30	26	13
N 1/2 NE 1/4 SE 1/4	33	26	13
S 1/2 NE 1/4 SE 1/4	35	26	13
Tax Lot 100-a Undivided one-third	1	26	14
S 1/2 NE 1/4 SW 1/4, & N 1/2 NE 1/4 SW 1/4	1	27	14
Mineral Rights on N 1/2 NE 1/4	16	27	14
Timber on SE 1/4	9	28	10
Tax Lot 13 Being land described in Vol. 136, Page 188, Deed Records, Coos County, Oregon	21	28	14
Tax Lot 99 Begin at a point N. 89°28' W. 30 ft. from center of SW 1/4, Sec. 30-28-14, thence N. 187 ft., thence N. 89°28' W. 212.5 ft., thence S. 187 ft., thence S. 89°28' E. 212.5 ft. to beginning.	30	28	14
S 1/2 NE 1/4 SE 1/4 NE 1/4, Ex. road	31	28	14
Tax Lot 238 Begin 20 ft. E. & 2126 ft. S. of the one-sixteenth corner on the N. boundary of the SE 1/4, Sec. 31 Twp. 28 SR 14 W 1/4, th. E. 100 ft., th. S. 50 ft., th. W. 100 ft., th. N. 50 ft. to beginning.	31	28	14
SE 1/4 SE 1/4 SE 1/4	32	28	14
All minerals on N 1/2 SW 1/4	33	28	14
Tax Lot 1-2 Being land described in Vol. 144 Page 89, Deed Records, Coos County, Oregon, and containing 4.70 acres	29	29	11
Tax Lot 31 Being land described in Vol. 152 Page 248, Deed Records, Coos County, Oregon, and containing 0.33 acres, and less 0.03 acre State Hiway, described in Vol. 195 Page 166, Deed Records, Coos County, Oregon. Except: Land described in Vol. 195 Page 166, Deed Records, Coos County, Oregon.	8	29	12
All coal, oil, gas and minerals on N 1/2 NW 1/4	17	29	14
N 1/2 S 1/4 SE 1/4	1	29	15
N 1/2 NE 1/4	12	29	15
Timber only on NE 1/4 SE 1/4	28	30	11

Undivided one-half of all coal, gas, oil,
and mineral rights on Lot 2 1 30 15

Tax Lot 6Aa 13 30 15
Undivided one-half of all Minerals

Undivided one-half of Lot 1 21 30 15
Charleston Industrial Tract Lot Blk.

25 & 26 10

Empire City

Und. $\frac{1}{2}$ of
W $\frac{1}{2}$ of 1 14

First Addition to Empire

1 2

Flat of Hollywood

17 & 18 6

1 14

Schaefer's Deep Water Front Addition

16 & 17 12

16 15

Flat of Corson Addition to Bandon

17 & 18 5

~~Porters Addition to Long of Bandon~~

35 & 36 10

15 & 16 27

Riverside Addition to Bandon

25 & 26 9

Smith's First Addition to Bandon

30 & 31 19

Water Front Addition to Bandon

6 1

Elliott's Addition to Coquille City

8 51

City of Coos Bay

Lot Blk.

6 & 7 12
 14, 15, & 16 15
 15 & 16 17
 27 & 28 25
 31 & 32 40

Lakeside

10 16

Portlawn Addition to City of North Bend

1 to 5 3
 5 & 6 8

Alder Park Addition to Marshfield

20, 21, 22 3

Second Addition to Bay Park

5, 6, & 7 1
 21 & 22 2
 15, 16, 17 3
 1 & 2 5
 12 & 13 5
 13 & 14 10

6 & 7 12

Second Addition to Bay Park

Lot Blk.

10 & 11 12
 7 14
 8, 9, 10 14

Boise Addition to City of Marshfield

17 to 21 14
 17 & 18 24

Edmonstons Second Addition to City of Marshfield

19 to 19 0

Duluth First Addition to North Bend

10 to 11 0

Rededication of ... Addition to North Bend

20 5

18,19,20 25

Koos Bay Flat "E"

Tax Lot 27 0

Ocean View Addition to North Bend

20 & 21 4

5,6, 7 1

13 & 14 22

Schaefer's Addition to Central Place

14 & 15 4

First Addition to City of Marshfield Lot Blk.

6 & 7 9

Except,
The S. 60 ft. of E. 110 ft. of the
S. 120 ft. of Lot 7

Except,
E. 50 ft. of S. 120 ft. of Lot 7

.. 130 ft. of N. 300 ft. of 8 9

Railroad Addition to Marshfield

Improvements Only On 2 & 3 12

WARRANTY DEED

BEFORE ALL MEN BY THESE PRESENTS, That we, Clall A. Mason and Gladys E. Mason, Grantors and wife, grantors, for the consideration of the sum of One Hundred and Twenty-Five (\$125.00) Dollars to us paid, have bargained and sold and by these presents do hereby sell and convey unto the State of Oregon, by and through its State Highway Commission, the following described premises, to wit:

A parcel of land lying in the Southeast quarter of the Southwest quarter (SE1/4) of Section 13, Township 30 South, Range 15 East, S.W. 1/4, Clallam County, Oregon, and being a portion of that property described in that deed to Gladys E. Mason, recorded in Book 231, Page 100, of Clallam County Records of Deeds, the said parcel being that portion of said property lying Easterly of a line which is parallel to and 20 feet Easterly of the center line of the Oregon Coast Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 514+99.35, said center line being 129.42 feet North and 207.42 feet East of the Southwest corner of said Section 13; thence South 20° 43' 54" West 1900.65 feet to Engineer's center line Station 530+00. The Westerly line of said parcel and intersects the Northerly and Southerly boundaries of said parcel approximately opposite Stations 516+56 and 525+50,

the parcel of land to which this description applies contains

as a part of the consideration hereinabove stated, there is also conveyed and relinquished to the Grantee all existing easements or provisions common law or statutory abutter's easements of access to the right of way of the public way identified as the Oregon Coast Highway and all of the Grantors' remaining real property consisting of all parcels contiguous one to another, whether owned by separate conveyances or otherwise, all of which parcels are adjacent to the real property conveyed by this instrument, or are adjacent thereto by other parcels owned by Grantors.

Reserving, for service of the said remaining property, right of access from Grantors' remaining property to said highway of a width of 25 feet (25) feet at each of the following places and for the following purposes only:

<u>Station</u>	<u>Side of Hwy.</u>	<u>Purpose</u>
516+56	Westerly	(Private residential use, only.)
525+50	Westerly	(Private residential use, only.)

If, after written notice to desist, the Grantors, or any person holding under them, shall use any of said rights of access, including crossings, for any purpose not stated for that particular place, or shall permit or suffer any person to do so, such right of access shall automatically be suspended. The Grantee shall thereupon have the right to close such place of access for all purposes. The suspension shall terminate when satisfactory assurance has been furnished the Grantee that the place of access will be used only for the purpose hereinabove stated; provided, however, that the Grantee may first require a bond

with sureties satisfactory to the Grantee in an amount not in excess of \$1,000.00, conditioned upon faithful compliance with the above provisions concerning the use of access at said place. The Grantee's rights to close such place of access and require a bond shall be continuing as to each succeeding use for a purpose not herein stated.

Grantee has the right to construct or otherwise provide at any future time a frontage road or roads within the boundaries of any present or hereafter acquired right of way; whereupon, all rights of access hereinabove reserved to and from the highway that are on or adjacent to any such frontage road or roads shall cease, but the Grantors, their heirs and assigns, shall have access to the frontage road or roads. Said frontage road or roads shall be connected to the main highway, or to other public ways, only at such places as the Grantee may select.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their heirs and assigns.

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we the said grantors do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners in fee simple of said premises; that they are free from all encumbrances and that we will warrant and defend the same from all lawful claims whatsoever.

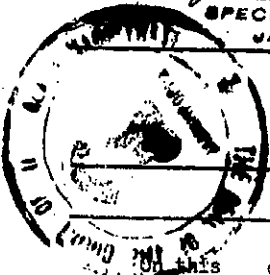
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of December, 1956.

Done in the presence of:

[Signature]
SPECIAL MAGISTRATE,
JAMESBORO, WASH. COUNTY, OREGON.

[Signature] (SAB)
Clell A. Mason

[Signature]
Gladys E. Mason



On this 27th day of Dec, 1956, personally came before me, a Special Magistrate in and for said Jamesboro Justice District

the within named Clell A. Mason and Gladys E. Mason, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for uses and purposes therein named.

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

[Signature]
SPECIAL MAGISTRATE,
JAMESBORO, WASH. COUNTY, OREGON.
My commission expires: March 30th 1957

RECORDED MAR 12 1957 AT 45 JEM
GEORGIANNA MARGHAN, COUNTY CLERK

No. 5074 ✓
State of Oregon }
County of Coos } ss.

I hereby certify that the within instrument
was filed for record March 12, 1957
at 9:45 o'clock P. M. and recorded
in book 257 Page 164

of Deeds
E. Callahan
GEORGIANNA VAUGHAN,
County Clerk

Return to State Highway Commission
Salem Deputy

Fee \$1.50 paid

RECORDING REQUESTED BY:



1010 1st Street, Ste 215
Bandon, OR 97411

COOS COUNTY, OREGON 2018-03143
\$66.00 04/04/2018 11:55:00 AM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=5

GRANTOR'S NAME:

Richard B. Gardner and Janice E. Gardner, Geoffrey A. Treat, and
Crystal L. Staley Treat

GRANTEE'S NAME:

Vickie Burleson

AFTER RECORDING RETURN TO:

Order No.: 360818023069-JF
Vickie Burleson
86992 Glen Flora Bog Lane
Bandon, OR 97411

SEND TAX STATEMENTS TO:

Vickie Burleson
86992 Glen Flora Bog Lane
Bandon, OR 97411

APN: 1366109

1368102

Map: 30-15-13 TL1700

30-15-13 TL1701

86956 Glen Flora Bog Lane, Bandon, OR 97411

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Richard B. Gardner and Janice E. Gardner, as to an undivided 1/2 interest and Geoffrey A. Treat and Crystal L. Staley Treat who acquired title as Crystal S. Treat, as to an undivided 1/2 interest, Grantor, conveys and warrants to Vickie Burleson, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

PARCEL 1: The E 1/2 of the NW 1/4 of the SW 1/4 of Section 13, Township 30 South, Range 15 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A tract of land situated in the NW 1/4 of the SW 1/4 of Section 13, Township 30 South, Range 15 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the Southerly boundary of a 30 foot in width roadway, said point being on the East boundary of the said NW 1/4 of the SW 1/4 573.4 feet Northerly from the Southeast corner of said NW 1/4 of the SW 1/4; thence Westerly along the Southerly boundary of said 30 foot road to a point on the Southerly boundary of said road 40 feet from the East line of said NW 1/4 of the SW 1/4; thence Southerly parallel to the East line of said NW 1/4 of the SW 1/4 and 40 feet distant therefrom 250 feet, more or less, to a point which is 40 feet West of the East line of said NW 1/4 of the SW 1/4 of that certain property described in Book 282, Page 536, Deed Records of Coos County, Oregon; thence 40 feet to the said East line of said NW 1/4 of the SW 1/4 of that certain property described in Book 282, Page 536, Deed Records of Coos County, Oregon; thence Northerly along the East boundary of said NW 1/4 250 feet, more or less, to the point of beginning.

PARCEL 2: The 30 most Westerly feet of the following described property: A parcel of land situated in the SW 1/4 of the SW 1/4 and in the SE 1/4 of the SW 1/4 of Section 13, Township 30 South, Range 15 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at an iron rod post which is 469.0 feet North and 774.8 feet South 88° 29' East from the Southwest corner of said Section 13; thence North 09° 41' East 861.0 feet; thence along the 1/16th line South 87° 21' East 832.0 feet to a brass rod post; thence South 31° 42' West 766.7 feet to a brass rod post; thence North 75° 47' West 112.3 feet to a brass rod post; thence South 13° 16' West 203.2 feet to a brass rod post; thence North 88° 29' West 408.7 feet to the point of beginning.

PARCEL 3: A parcel of land situated in the SW 1/4 of the SW 1/4 and in the SE 1/4 of the SW 1/4 of Section 13, Township 30 South, Range 15 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at an iron rod post which is 469.0 feet North and 774.8 feet South 88° 29' East from the Southwest corner of said Section 13; thence North 09° 41' East 861.0 feet; thence along the 1/16th line South 87° 21' East 832.0 feet to a brass rod post; thence South 31° 42' West 766.7 feet to a brass rod post; thence North 75° 47' West 112.3 feet to a brass rod post; thence South 13° 16' West 203.2 feet to a brass rod post; thence North 88° 29' West 408.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: The 30 most Westerly feet of the following described property: A parcel of land situated in the SW 1/4 of the SW 1/4 and in the SE 1/4 of the SW 1/4 of Section 13, Township 30 South, Range 15 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at an iron rod post which is 469.0 feet North and 774.8 feet South 88° 29' East from the Southwest corner of said Section 13; thence North 09° 41' East 861.0 feet; thence along the 1/16th line South

CONSIDERATION IS \$220,000.00

STATUTORY WARRANTY DEED

(continued)

87° 21' East 832.0 feet to a brass rod post; thence South 31° 42' West 766.7 feet to a brass rod post; thence North 75° 47' West 112.3 feet to a brass rod post; thence South 13° 16' West 203.2 feet to a brass rod post; thence North 88° 29' West 408.7 feet to the point of beginning.

TOGETHER WITH right-of-way as disclosed in instrument recorded April 1, 1946 in Book 161, Page 31, Deed Records of Coos County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00). (See ORS 93.030).

Subject to:

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

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On Mar 30, 2018 before me, G R Potter, Notary Public

(insert name and title of the officer)

personally appeared Richard B Gardner, Janice E. Gardner, Geoffrey A. Treat
Crystal L. Stanley - Treat
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature G.R. Potter

(Seal)

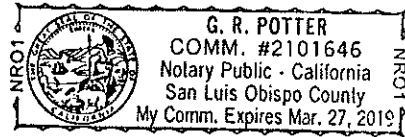


EXHIBIT "A"
Exceptions

Subject to:

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

Easements, if any, as depicted on Assessment Maps.

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

Reserved by: D. M. J. Brooks and Lela M. Brooks
Recording Date: October 11, 1938
Recording No: Book: 132 Page: 416

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

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

Reserved by: D. M. J. Brooks and Lela M. Brooks
Recording Date: October 11, 1938
Recording No: Book: 132 Page: 416

Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Frank L. Cooper
Purpose: right of way
Recording Date: April 1, 1946
Recording No: Book: 161 Page: 31

Unrecorded Agreement

As Contained in Warranty Deed

Executed by: Floyd L. Shortridge and Belle Shortridge, husband and wife and Delmer C. Robison and Susan M. Robison
Recording Date: December 30, 1976
Recording No.: 76-12-18847

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

Granted to: Grace McKenzie, a widow
Purpose: to correct an encroachment by a newly constructed private access roadway
Recording Date: January 22, 1984
Recording No: 81-1-0983

Easement Agreement

Between: Ed and Roberta Aasen and Harry and Patricia Spencer

Recorded: June 22, 1990

Instrument No.: 90-06-1515

Affects: construction, maintenance and use of a water line, drilled well and pump house

Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 3/30/18

Richard B. Gardner
Richard B. Gardner

Jessica E. Gardner
Jessica E. Gardner

Geoffrey A. Treat
Geoffrey A. Treat

Crystal L. Staley-Treat
Crystal L. Staley Treat

State of _____
of _____

This instrument was acknowledged before me on _____ by _____

Notary Public - State of _____

My Commission Expires: _____

State of _____
of _____

This instrument was acknowledged before me on _____ by _____

Notary Public - State of _____

My Commission Expires: _____

State of _____
of _____

This instrument was acknowledged before me on _____ by _____

Notary Public - State of _____

My Commission Expires: _____

State of _____
of _____

This instrument was acknowledged before me on _____ by _____

Notary Public - State of _____

My Commission Expires: _____

Notary Public - State of Oregon