



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

Official Use Only

Fee \$ 700.00
Receipt No. 212894
Check No./Cash 0411017
Date 8-15-19
Received By JB
File No. PLA-19-063

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.

Please complete the following sections:

A. Property 1:

Owner(s): KENNETH & MARY Shelton Telephone: 541-991-1028
Address: 63733 EAST Bay Rd.
City/State: NORTH BEND, OR Zip Code: 97459
Lien Holder(s): _____
Address: _____
City/State: _____ Zip Code: _____
Township: 25S Section: 30
Range: 12W Tax Lot: 100
Tax Account: 291600 Zoning District: F
Initial Lot Size: 37.16 ac Adjusted Lot Size: 21.16 ac

B. Property 2:

Owner(s): KENNETH SHELTON
CASEY FELLOWS Telephone: 541-991-0215
Address: 63733 EAST Bay Rd.
City/State: NORTH BEND, OR Zip Code: 97459
Lien Holder(s): _____
Address: _____
City/State: _____ Zip Code: _____
Township: 25S Section: 30
Range: 12W Tax Lot: 500
Tax Account: 291505 Zoning District: FMU
Initial Lot Size: 13.38 ac Adjusted Lot Size: 29.38 ac

C. Applicant:

Name: KEN SHELTON Telephone: 541.991.0215
Address: 63733 EAST BAY RD., NORTH BEND, OR 97459
City/State: _____ Zip Code: _____

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

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.


Property 1


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.


Property 1


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.


Property 1


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.

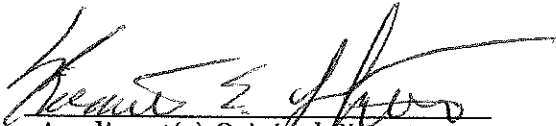

Property 1


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.


Property 1

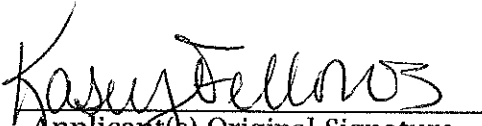

Property 2

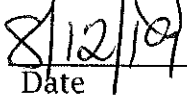

Applicant(s) Original Signature

Date


Applicant(s) Original Signature

Date


Applicant(s) Original Signature


Date

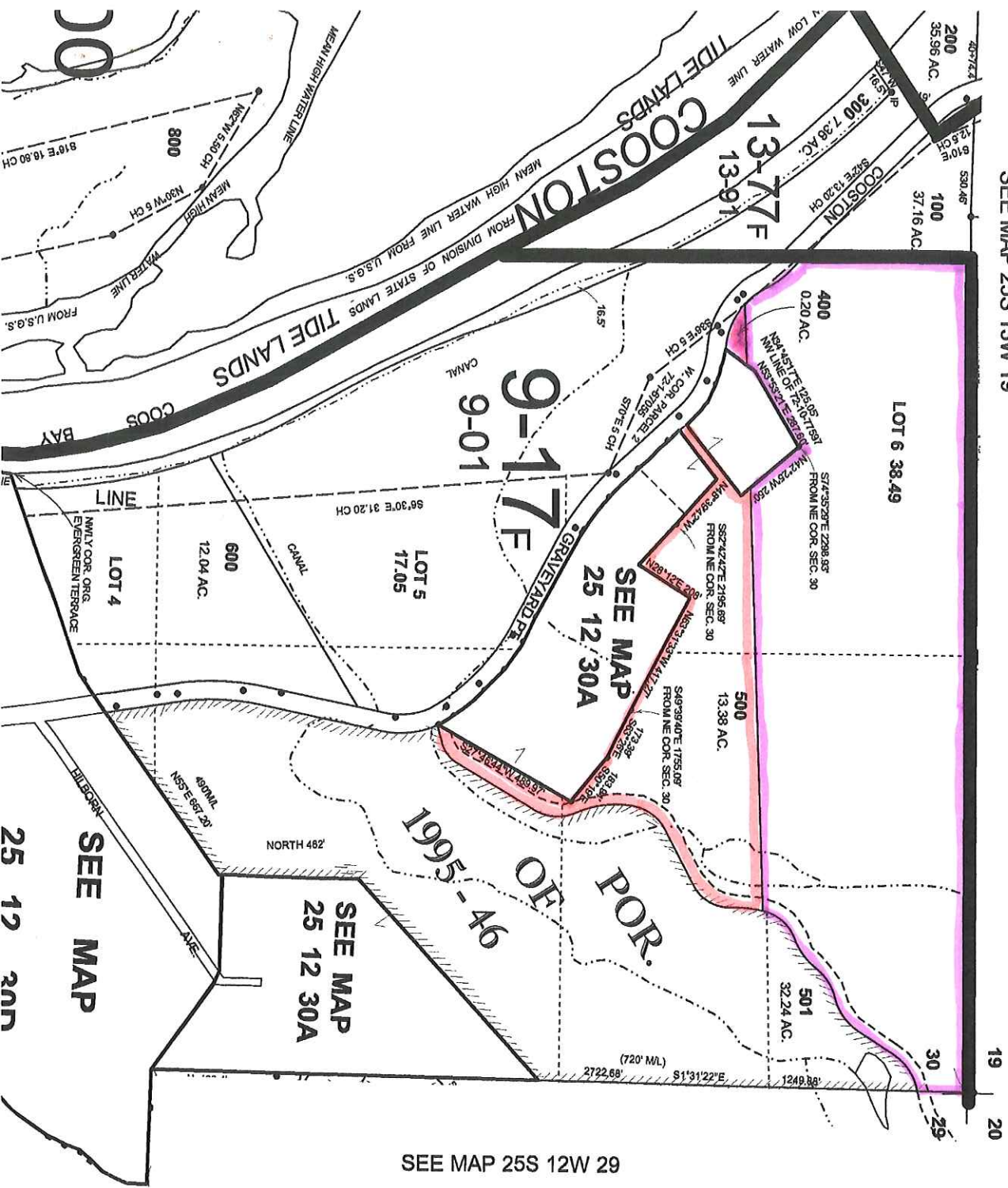

Applicant(s) Original Signature

Date

SECTION 30 T25S R13W W.M.
COOS COUNTY

1" = 100'

SEE MAP 25S 13W 19



25S 12W 30
& INDEX
COOS BAY
CANCELLED NO.

- 1001
- 101
- 1199L
- 1002
- 1100
- 1101
- 1102
- 502
- 999 Z1

SEE MAP 25S 12W 29

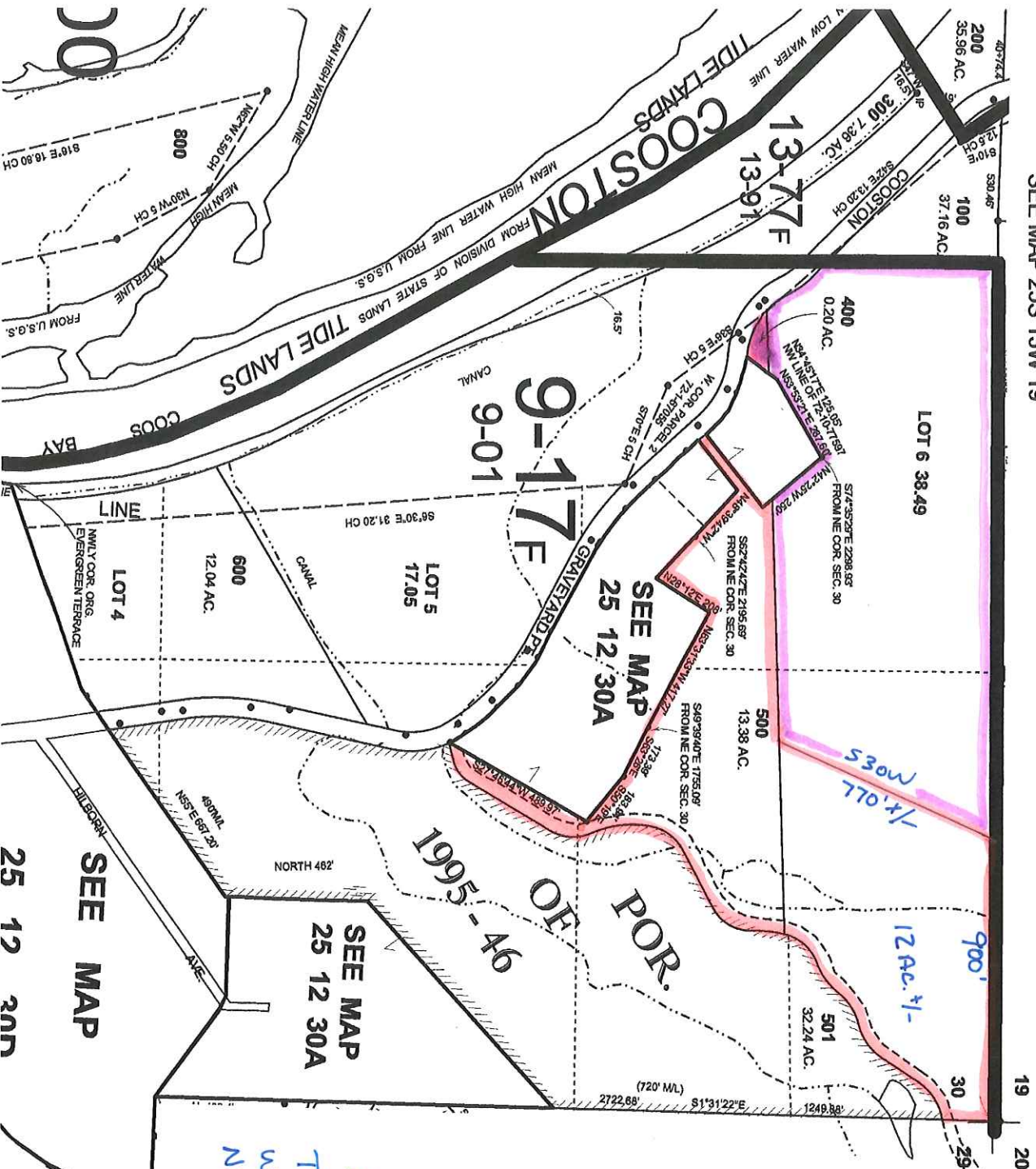
BEFORE ADJUSTMENT

29CB

SECTION 30 T25S R13W W.M.
COOS COUNTY

1" = 100'

SEE MAP 25S 13W 19



25S 12W 30
& INDEX
COOS BAY
CANCELLED NO.

- 1001
- 101
- 1199L
- 1002
- 1100
- 1101
- 1102
- 502
- 999 Z1

SEE MAP 25S 12W 29

*AFTER ADJUSTMENT
THERE ARE NO STRUCTURES
WITHIN 250 FEET OF THE
NEW LINE.
Tony Rambo*

29CB



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.: _____
Order No.: 360619028125
Effective Date: July 29, 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:

Kenneth Vernon Shelton and Casey Lee Fellows, as their interests may appear

Premises. The Property is:

(a) Street Address:

63733 East Bay Road, North Bend, OR 97459

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
2. The Land has been classified as Farm/Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
4. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the creeks, streams and tributaries.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of creeks, streams and tributaries.

5. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of creeks, streams and tributaries.
6. Any adverse claim based upon the assertion that:
 - a) Some portion of said Land has been created by artificial means, or has accreted to such portion so created.
 - b) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of creeks, streams and tributaries or has been formed by accretion to any such portion.
7. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
8. Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: February 18, 1954
Recording No: Book 232, Page 211
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: January 23, 1959
Recording No: Book 269, Page 546
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: June 22, 1976
Recording No: 76-6-9222

12. Terms, provisions and easement(s) for the purpose(s) shown below and rights incidental thereto, as provided for in Minor Partition

Recording Date: December 13, 1984
Recording No: 84-5-7150
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: May 6, 1991
Recording No: 91-05-0152
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: March 23, 1992
Recording No: 92-03-0985
15. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Recording Date: December 6, 2018
Recording No: 2018-11646
16. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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

Fiscal Year: 2018-2019
Amount: \$36.31
Levy Code: 917
Account No.: 291505
Map No.: 25-12-30 500

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

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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

Parties: Kenneth Vernon Shelton; Casey Lee Fellows

End of Reported Information

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

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

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

EXHIBIT "A"
Legal Description

A parcel of land located in the East 1/2 of the NE 1/4; and Government Lot 6 of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and being a portion of that parcel described in Book 135, Page 543, Deed Records of Coos County, Oregon, lying West of Parcel 2 of Partition 1995 #46 and lying North and East of the following described line:

Beginning at an iron pipe at the most Northerly corner of that parcel described in Microfilm Reel No. 72-11-79109 from which the Northeast corner of said Section 30 bears North 74° 35' 29" East a distance of 2298.93 feet; thence South 41° 25' East a distance of 250.00 feet; thence South 47° 35' West a distance of 301.65 feet to a point on the Easterly boundary of the County Road (now East Bay Road); thence South 43° 57' East along said boundary a distance of 30.00 feet to the Northwesterly corner of that parcel described in Microfilm Reel No. 72-6-7055; thence leaving said boundary North 47° 35' East a distance of 209.25 feet; thence South 48° 38' 42" East a distance of 380.42 feet to a point on the Northwesterly boundary of that parcel described in Book 281, Page 708; thence North 28° 12' East a distance of 208.0 feet; thence South 63° 31' 33" East a distance of 417.27 feet to a point determined by Tony Hostetter, LS 1975 in CS# 11A87, recorded in Coos County Surveyor's Office; thence South 63° 26' 51" East a distance of 173.39 feet to a 5/8" rebar; thence South 50° 19' 58" East a distance of 183.94 feet to a 5/8" rebar; thence South 27° 46' 44" West a distance of 489.97 feet to a 5/8" rebar on the Northerly boundary of East Bay Drive.

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

AFTER RECORDED RETURN TO:

Kenneth Vernon Shelton &
Kasey Lee Fellows
63733 East Bay Road
North Bend, OR 97459



00089262201800116460020022

DEBBIE HELLER, CCC, COOS COUNTY CLERK

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

Kenneth Vernon Shelton &
Kasey Lee Fellows
63733 East Bay Road
North Bend, OR 97459

CONSIDERATION:

The true consideration for this conveyance is \$ 100

BARGAIN AND SALE DEED

Known all men by these presents, that Kenneth Eldon Shelton and Mary Martha Sheldon, husband and wife, Grantor's, conveys to Kenneth Vernon Shelton and Casey Lee Fellows, Grantee's, the following properties more particularly described as follows:

A parcel of land located in the E1/2 of the NE1/4 and Government Lot 6 of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and being a portion of that Parcel described in Book 135 Page 543, Deed Records of Coos County, Oregon, lying West of Parcel 2 of Partition 1995 #46 and lying North and East of the following described line:

360
Beginning at an iron pipe at the ³most Northerly corner of that parcel described in Microfilm Reel No. 72-11-79109 from which the Northeast corner of said Section 30 bears N74°35'29"E a distance of 2298.93 feet; thence S41°25'E a distance of 250.00 feet; thence S47°35'W a distance of 301.65 feet to a point on the easterly boundary of the County Road (now East Bay Road); thence S43°57'E along said boundary a distance of 30.00 feet to the Northwesterly corner of that parcel described in Microfilm Reel No. 72-6-7055; thence leaving said boundary N47°35'E a distance of 209.25 feet; thence S48°38'42"E a distance of 380.42 feet to a point on the Northwesterly boundary of that parcel described in Book 281 Page 708; thence N28°12'E a distance of 208.0 feet; thence S63°31'33"E a distance of 417.27 feet to a point determined by Tony Hostetter, LS 1975 in CS# 11A87 recorded in the Coos County Surveyor's Office; thence S63°26'51"E a distance of 173.39 feet to a 5/8" rebar; thence S50°19'58"E a distance of 183.94 feet to a 5/8" rebar; thence S27°46'44"W a distance of 489.97 feet to a 5/8" rebar on the Northerly boundary of East Bay Drive.

Grantor's reserves a 30 foot easement, 15 feet each side of the existing centerline of the Grantor's driveway located along the Western portion of the above described property. Said easement is for ingress, egress and utilities.

Grantor's also reserve an easement over and across what is commonly known as Noah Butte road located along the East line of the above described property.

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, 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. 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 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 TO SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 27th day of November, 2018.

GRANTOR'S:

Kenneth Eldon Shelton
 Kenneth Eldon Shelton

Mary Martha Shelton
 Mary Martha Shelton

STATE OF OREGON)
) ss.
 County of Coos)



The foregoing instrument was acknowledged before me this 27th day of November, 2018 by Kenneth Eldon Shelton and Mary Martha Shelton.

Peggy Sue Toftum
 Notary Public for Oregon

day of March, A.D. 1940,
Rose Mary Burke, Louis J. Burke

Bessie Gilfeather Leyden
By C. P. Burkey
Her Attorney in Fact

\$.50 documentary stamp, cancelled 3/12/40.

STATE OF WASHINGTON
COUNTY OF PIERCE SS: Be it remembered, that on this 7th day of March, 1940, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the within named C. P. Burkey, of Tacoma, State of Washington, who is known to me to be the identical person described and appointed Attorney in fact for Bessie Gilfeather Leyden of Edgewater, New Jersey, niece of Arthur Gilfeather, deceased, by a certain power of attorneys executed by said Bessie Gilfeather Leyden, bearing date of the 13th day of August 1931, and recorded with the County Clerk of the County of Coos, State of Oregon on page 143 of book two of Power of Attorney and acknowledged to me that he had executed the foregoing instrument as the free act and deed of the said Bessie Gilfeather Leyden.

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

Recorded Mar. 12, 1940, 2:16 P.M.
L. W. Oddy, County Clerk

Gershon C. Rowland
Notary Public in and for the State of Washington
Residing at Tacoma
(Notarial seal)

135-543

62015- DEED

KNOW ALL MEN BY THESE PRESENTS, That S. D. Pulford, of Coquille, Oregon, an unmarried man, in consideration of the sum of One Dollar and other good and valuable considerations, to him paid by Herman Lillenthal and Lillie Lillenthal, his wife, of Coos County, Oregon, has bargained and sold and by these presents does hereby grant, bargain, sell and convey, unto said Herman Lillenthal and Lillie Lillenthal, their heirs, representatives and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon:

Beginning at a point on the Easterly Right of Way line of County Road where same is intersected by the Hill Line, said point being 130 feet more or less West of the Southwest corner of the Northeast quarter of the Northeast quarter of Section 30, Township 25 South Range 12 West of the Willamette Meridian; running thence Northwesterly along said Right of Way line 1200 feet more or less to the center north and south of Lot 6; running thence East 2440 feet more or less to the Section Line between Sections 29 and 30, Township 25 South, Range 12 West of the Willamette Meridian; running thence South along said Section line 720 feet more or less to the North line of the recorded Plat of Evergreen Terrace in County Clerk's office running thence South 462 feet, thence Southwesterly 490 feet more or less to the Easterly Right of Way line of County Road; running thence Northwesterly along said Right of Way line 1670 feet more or less to a point of beginning, containing 47 acres more or less, being a portion of Lot 5 and 6 and the East half of the Northeast quarter of Section 30 Township 25 South, Range 12 West of the Willamette Meridian.

Reserving however a right of way for prospecting, developing and shipping coal and coal mine pools and apparatus, running through said land hereby conveyed, at the option of the grantor herein, his representatives and assigns, along a line from the center of the divide between the largest creek bottom land and the smaller creek bottom, lying Northwest of the same, to the bottom land of said smaller creek bottom, and from the County Road to the line between the North half and the South half of the Northeast quarter of the Northeast quarter of Section 30 Township 25 South Range 12 West of the Willamette Meridian. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise

MISSING CALL

D-135

appertaining, and also all his estate, right, title and interest, in and to the same, including dower and claim of dower, said right of way to be thirty feet in width.

TO HAVE AND TO HOLD the above-described and granted premises unto the said Herman Lilienthal, and Lillie Lilienthal, as tenants by the entireties, their representatives and assigns forever.

IN WITNESS WHEREOF I, the grantor above-named, hereunto set my hand and seal this 11th day of March, 1940.

Signed, Sealed and Delivered in the presence of: James Watson,
J. W. Leneve

S. D. Pulford

(seal)

\$.50 documentary stamp, cancelled.

STATE OF OREGON
COUNTY OF COOS SS: BE IT REMEMBERED That on this 12th day of March, 1940, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named S. D. Pulford, to me known to be the identical person described in and who executed the above instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 12th day of March, 1940.

Recorded Mar. 12, 1940, 2:15 P.M.
E. W. Vady, County Clerk

James Watson
Notary Public for Oregon
My Commission Expires Sept. 7, 1940
(Notarial seal)

62016-

WARRANTY DEED

THIS INDENTURE made this 2nd day of November, 1939, between Guy N. Shore and Effie Mae Shore, the grantor, and Opal A. Moore, the grantee, WITNESSETH:

That the said grantors for and in consideration of the sum of Ten Dollars, lawful money of the United States, to them in hand paid by the grantee, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the said grantee, her heirs and assigns, all of the following described real property situated in the County of Coos, State of Oregon, to-wit:

Commencing at a point 47 feet North from the Quarter Section Corner on line between Sections Seven and Eight, Township Twenty-six South, Range Twelve, West of the Willamette Meridian, in Coos County, Oregon, thence North 88° 58' East 735 Feet, thence North 89° 52' East 1908.5 feet to the North and South Quarter Section line of said Section Eight, thence South along said Quarter Section line to a point which is 25.82 chains North of the South line of said Section Eight, said last mentioned point being the northeast corner of a tract of land containing 34.34 acres conveyed by H. W. Dunham and wife to Andrew Stambuck by deed recorded in Book 32, Page 539 of the Records of Deeds of Coos County, Oregon, thence West along the North line of said tract conveyed to Andrew Stambuck 1408.2 feet, more or less, to the East line of Catching Slough, thence Northwesterly along the East line of Catching Slough to a point West 193 feet from the place of beginning, thence North 88° 58' which bears South 88° 58' East 193 feet to the place of beginning, said last mentioned tract being situated in and being a part of Lot Six of Section Seven and Lots Two and Three, and the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter of Section Eight, Township Twenty-six South, Range Twelve, West of the Willamette Meridian, in Coos County, Oregon.

Also, the North Half of the Southeast Quarter of Section Eight, Township Twenty-six South, Range Twelve, West of the Willamette Meridian, Coos County, Oregon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and also all their right, title, interest and estate in and to the same.

THE GRANTORS..... HERMAN V. LILLIENTHAL..... and LILLIAN E. LILLIENTHAL.....

his wife, in consideration of the sum of One and no/100 Dollars (\$1.00), receipt of which is hereby acknowledged, convey and grant to the WEST COAST TELEPHONE COMPANY, a corporation, its successors or assigns, the GRANTEE, a perpetual right-of-way and easement over and across the following described property, situated in the COUNTY OF Coos STATE OF Oregon, and particularly described as follows:

That real property situated in Section 30, Township 25S, Range 12 WWM, and more particularly known as tax lot parcels SN2915, SN 2916 and SN 2917.

Right of way to follow easterly line of County Road through said property, as close as possible, and in no place to encroach over 25 feet from County Road easterly right of way line, and one pole on the westerly side of the Cooston Road.

Handwritten note: 2-3-54

The grantee shall have the right to erect and maintain poles with necessary cross-arms, wires, cables, conduits, anchors and fixtures thereon and/or thereunder for telephone and telegraph purposes, and shall have right to cut and remove shrubbery and foliage from said right-of-way so that the same shall not interfere with use of such lines.

Right is also hereby granted the grantee to place and maintain gates in fences at points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for erection or maintenance of any electric power transmission lines upon or over said property, parallel with and within... feet of lines placed by the grantee, or for erection and maintenance of any such lines across the grantee's lines placed upon said right-of-way at an angle less than thirty-five (35) degrees.

Employees of said grantee shall, any time when necessary, have access to said right-of-way and the poles with necessary wires, crossarms, cables, conduits and fixtures thereon, and/or thereunder for purposes of repairs, replacements, etc., provided always that said grantee shall be responsible for damage which may be done to the property above described, by reason of such access.

In Witness Whereof, the said first parties have caused this instrument to be executed this 30th day of DECEMBER 1953

Signed and Sealed in presence of:

Handwritten signature of Jas. Schoolcraft

Handwritten signature of Herman V. Lillienthal

MORTGAGEE

SEAL

STATE OF _____ }
COUNTY OF _____ } SS.

Be it remembered that on this _____ day of _____, 194____
before me, the undersigned, a Notary Public, appeared _____ and _____
to me personally known, who being duly sworn did say that he, she said _____
is Secretary of _____, a corporation, that the seal af-
fixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in be-
half of said corporation by authority of its Board of Directors; and the said _____ and
_____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public for _____
My Commission Expires _____

STATE OF Oregon }
COUNTY OF Coos } SS.

Be it remembered that on this 30th day of DECEMBER, 1945
before me, the undersigned, a Notary Public, appeared Herman V. Lilienthal and Lillian M. Lilienthal
to me personally known to be the identical person described in and who executed the within and foregoing instrument _____
and acknowledged to me that they executed the same freely and voluntarily and for the uses and pur-
poses therein expressed.

In Witness Whereof, I have hereunto set my hand and Notary Seal the date and year last above herein written.

Chas. E. Thompson
Notary Public for Oregon
My Commission Expires December 9, 1956

No. _____
State of Oregon)
County of Coos) SS.
I hereby certify that the within instrument
was filed for record FEB 18 1954
at 9 o'clock A. M. and recorded
in book 272 Page 211
of Book
GEORGIANNA VAUGHAN
County Clerk
Return to Paul Ouellet
Paul Ouellet
Fee 1.50

17282

Tract No. R-CB-AR-24-1 P. 3
R-CB-AR-24-2 P. 1 & 2

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of - ONE HUNDRED -----
----- Dollars (\$ 100.00)
in hand paid, receipt of which is hereby acknowledged, HERMAN LILIENTHAL, also known as Herman
V. Lilienthal, and JEAN FRANSDEN LILIENTHAL, husband and wife,

have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto
the UNITED STATES OF AMERICA and its assigns, a permanent easement and right of way approx-
imately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills,
and turnouts and for curves at the angle points, all over and across the lands of the Grantor in a
portion of the ~~NW1/4~~ and ~~NW1/4~~ of Section 29; the ~~NE1/4~~ and ~~NE1/4~~ of
Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos
County, Oregon,

for the following purposes, namely: the right to enter and to clear of timber and brush; the right to grade,
level, cut, fill, drain, ~~level~~, surface, maintain, repair and rebuild ~~the~~ ^{road} and such culverts, bridges,
turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said
road on, over, and across the land embraced within the right of way, as shown on the attached right of
way maps serially numbered 91247, Revision 1, colored in red.

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

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

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

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

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

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

It is understood and agreed that the UNITED STATES OF AMERICA will install
a metal gate with lock and chain in the fence at the junction of access road
R-CB-AR-24-2, Parcel 2 and the county road.

DATED this 14 day of January, 1959

Herman Lilienthal
Herman Lilienthal
Jean Fransden Lilienthal
Jean Fransden Lilienthal

BPA 177
Rev. 5-19-52

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

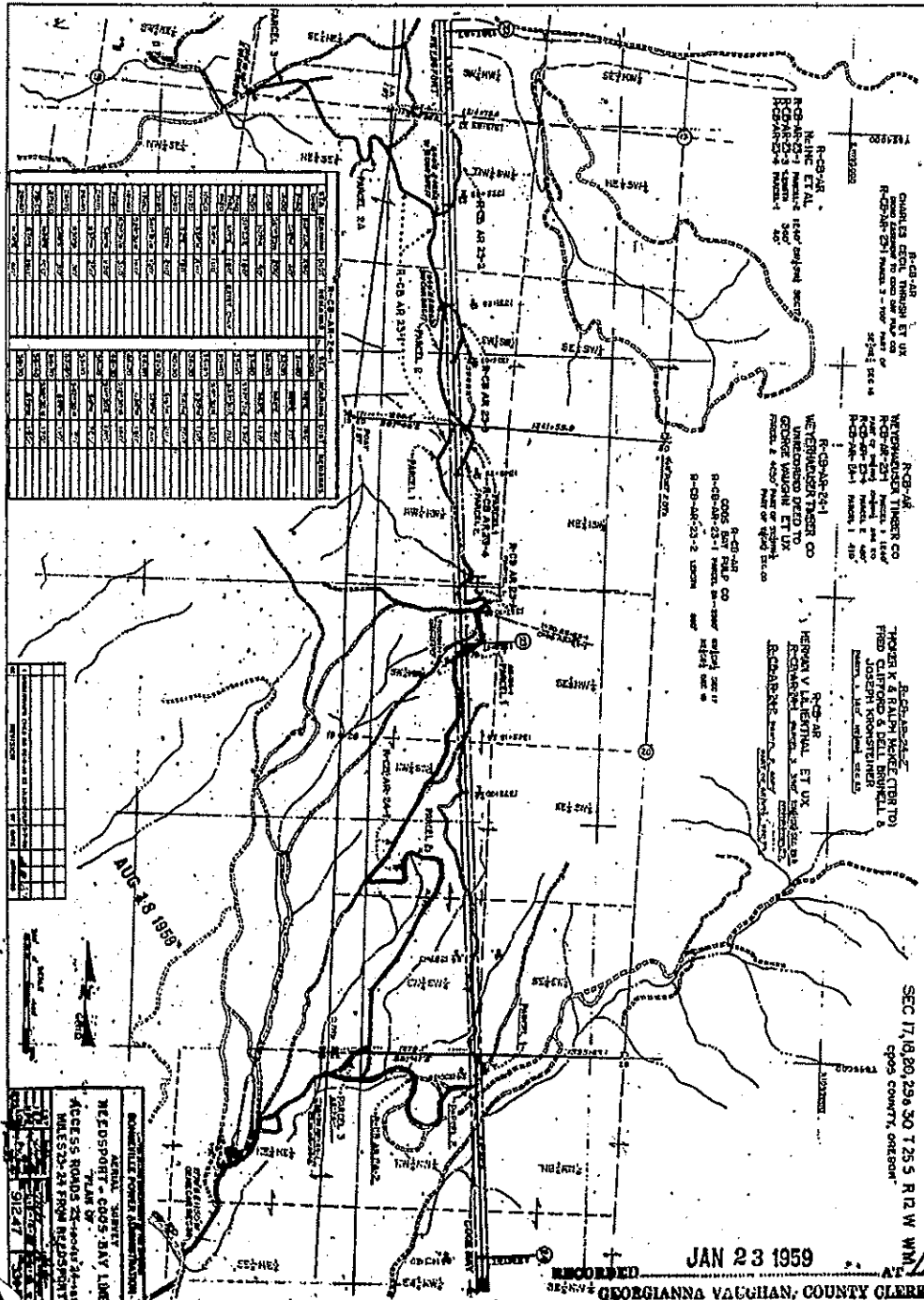
STATE OF Oregon)
) ss:
COUNTY OF Clatsop)

On the 14 day of January, 1959, personally came before me, a notary public in and for said County and State, the within-named **HERMAN LILIENTHAL AND JEAN FRANSDEN LILIENTHAL**, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



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



TRACT	ACRES	OWNER	REMARKS
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
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TRACT	ACRES	OWNER	REMARKS
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2	1.00
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42	1.00
43	1.00
44	1.00
45	1.00
46	1.00
47	1.00
48	1.00
49	1.00
50	1.00

BOUNDARY SURVEY
 AERIAL SURVEY
 MEASURED BY GOS-BAY LINE
 ACCESS ROAD TO
 MEASURED FROM BOUNDARY
 912.47

RECORDED
 JAN 23 1959
 GEORGIANNA VAGHAN, COUNTY CLERK

76 6 9222

File No. 105-4882
ER/WO No. 31-700-105
8352

RIGHT-OF-WAY EASEMENT
(Individual)

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

A strip of land ten feet wide and various lengths, located in the NW 1/4 NE 1/4 of Section 30, Twp. 25 S., R. 12 W., W.M., Coos County, State of Oregon.

Said strip of land being more particularly described and shown on the attached sketch marked Exhibit "A", and made a part of this document.

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

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

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

Dated this 17 day of June, 1976.

(SEAL) Herman V. Lilienthal (SEAL)
Herman V. Lilienthal (Owner)

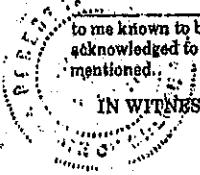
(SEAL) _____ (SEAL)

STATE OF Oregon)
County of Coos) ss.

On this 17 day of June, 1976, personally appeared before me a notary public in and for said State, the within named Herman V. Lilienthal

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

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



West W. Lusk
Notary Public for Oregon
Residing at 1700 Oak St. North Bend
My commission expires: March 22, 1980

76 6 9223

State of Oregon } 76 6 } 9222 - 3
County of Coos }
I hereby certify that the within instrument
was filed for record

431 ✓ JUN 22 11 24 AM '76
V. 2006

and recorded in Book of Records
Microfilm Reel No.

of said County,
WITNESS my hand and Seal of County
affixed.

Evelyn M. Elliott, Coos County Clerk
By *[Signature]* Deputy

Return to *[Signature]*

40 Hill Street
Fes. *[Signature]* Coos Bay, Or

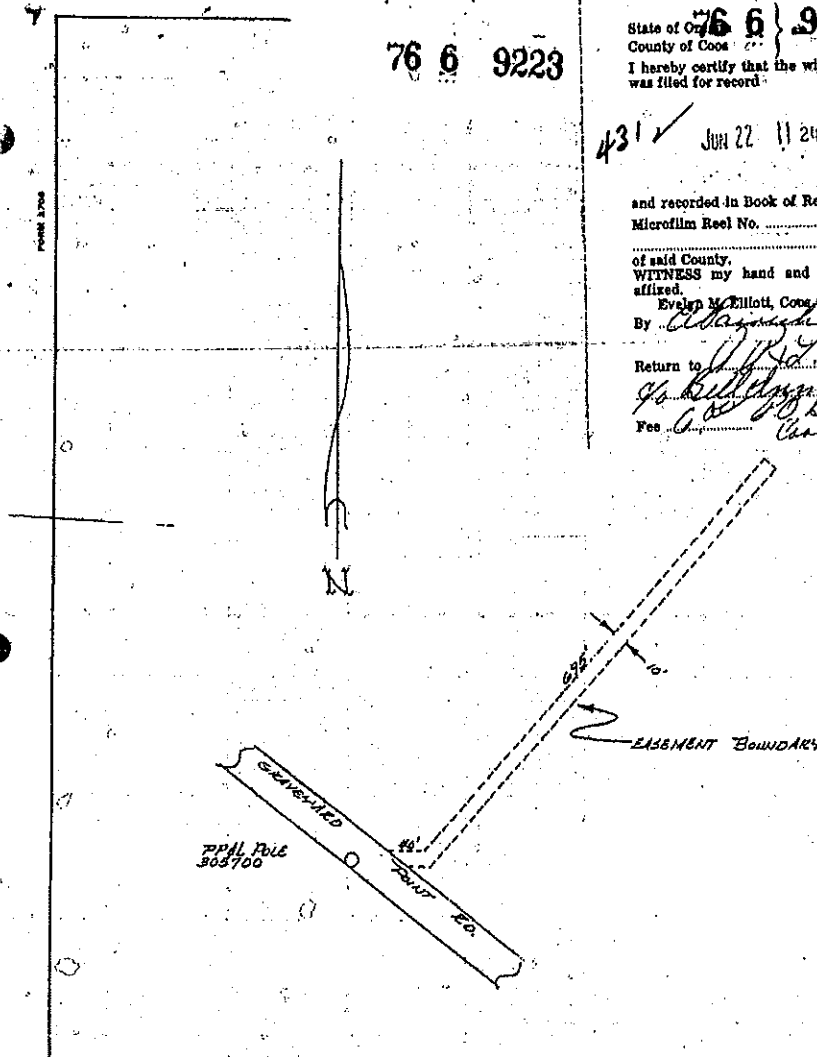


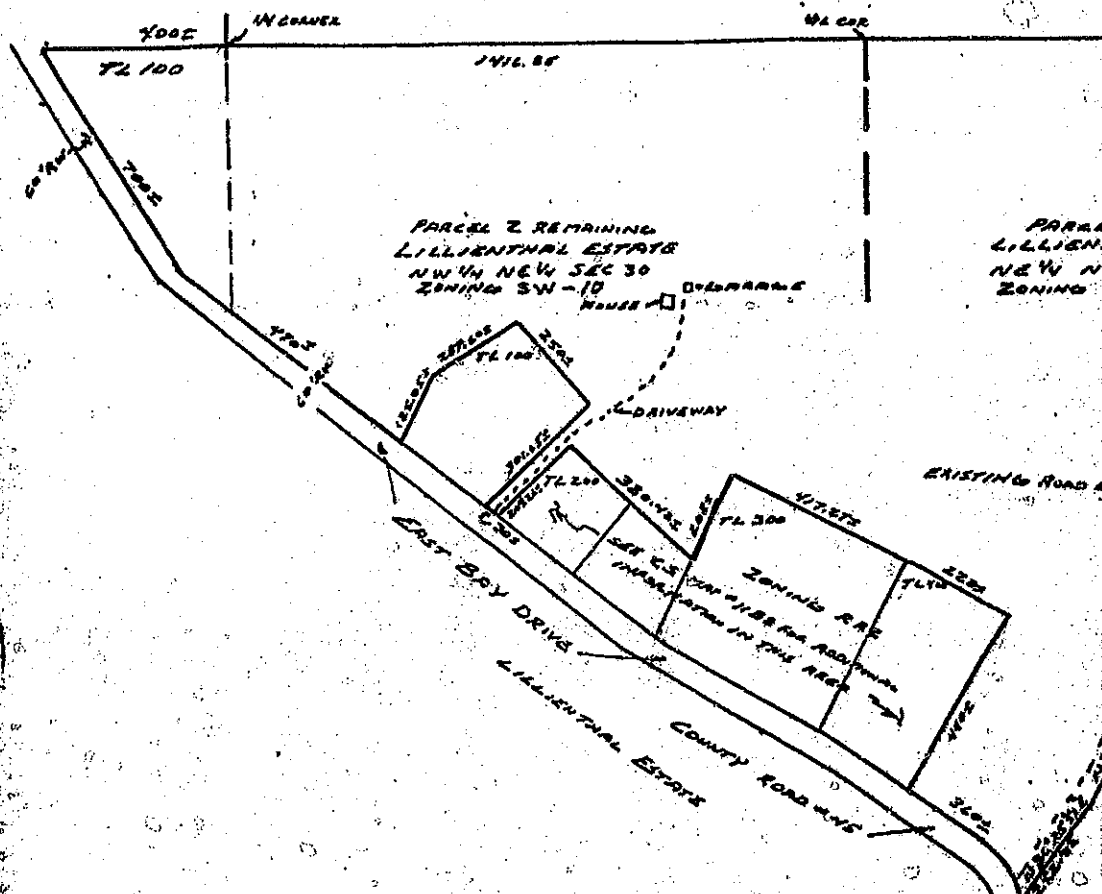
EXHIBIT "A"
NW 1/4 NE 1/4 SECTION 20, TWP 26S, R. 12W, N.M.
COOS COUNTY, STATE OF OREGON

DISTRICT <u>Coos Bay</u>		
NAME <u>Kenneth E. SHERTON</u>	FILE NO.	<u>108-4848</u>
LOCATION	FILE NO.	<u>31,700-105</u>
MAP NO. <u>19-25-12-T</u>	W.D.	<u>6352</u>
DRAWN <u>July 5-21-10 Ho</u>		

PACIFIC POWER & LIGHT COMPANY
E R SKETCH

SCALE None

84-5-7150
MINOR PARTITION LOCATED IN THE



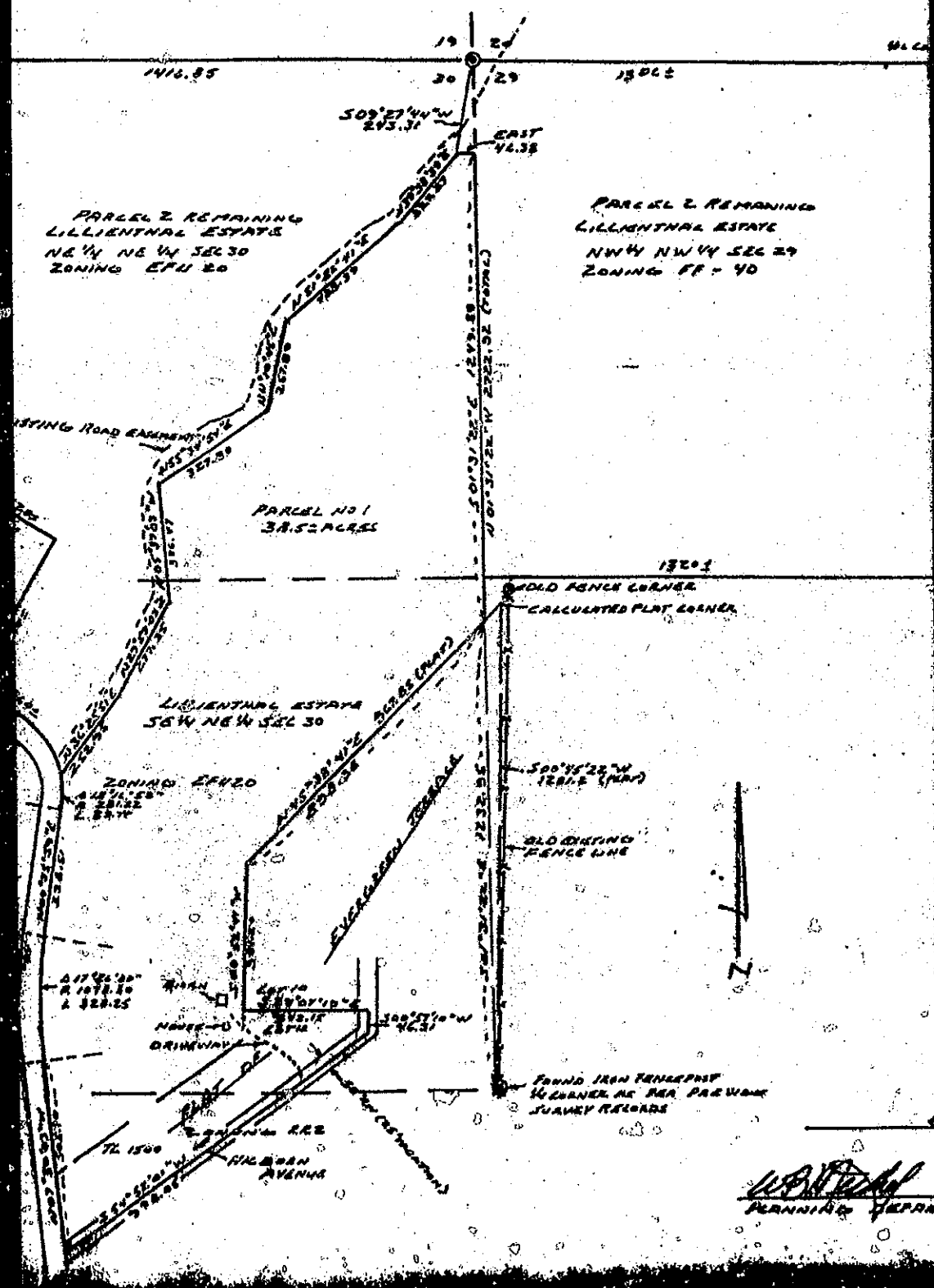
PREPARED BY
AL FALES
735 SO. WASSON
COOS BAY OREGON 97420
PH 503 888 6220

LEGEND
© MEASUREMENTS FOUND AS PER PREVIOUS SURVEYS
BASIS OF BEGINNING - SURVEY BY ME DATED 9 MAY 1983
SCALE 1"=300'
DATE 21.10.1984
SEE SURVEY FILED IN CONJUNCTION WITH THIS PARTITION

IN THE EAST 1/4 OF SECTION 30, T20S, R12W WM,

84-5-7151

REMAINING 160 AC IN S



84-5-7152 RECORDING NO. 84-5-7150 TO 7153

PREPARED FOR

HERMAN LILLIENTHAL ESTATE
8415 EAST BAY DRIVE
NORTH BEND OREGON 97459



NOTES

PARCEL NO 1 CONTAINS:
EXISTING HOUSE
EXISTING BARN
EXISTING POWER
EXISTING WATER SUPPLY (SPRING)
EXISTING SEPTIC SYSTEM (INDIVIDUAL SEPTIC SYSTEM)
THE CURRENT USE OF THIS PARCEL IS FRAMING
THIS PARCEL CONTAINS 38.5 ACRES MORE OR LESS

PARCEL NO 2 REMAINING CONTAINS:
EXISTING HOUSE
EXISTING GARAGE
EXISTING POWER
EXISTING WATER SUPPLY (SPRING)
EXISTING SEPTIC SYSTEM
THIS PARCEL CONTAINS IN EXCESS OF 80 ACRES

ALL SETBACKS SHALL BE 35 FEET MINIMUM FROM CENTER

DESCRIPTION

PARCEL NO 1 A PARCEL OF LAND LOCATED IN THE EAST 1/4
TOWNSHIP 25 SOUTH RANGE 12 WEST OF THE WILLAMETTE MERIDIAN
MORE SPECIFICALLY DESCRIBED AS BEGINNING AT A POINT FROM
CORNER OF SAID SECTION 30 BEARS N 05° 21' 14" E 243.81 FEET; THENCE
ALONG THE EAST LINE OF SAID SECTION 30; THENCE S 01° 51' 22" E 124.41
ALONG THE EAST LINE OF SAID SECTION 30 TO THE N NORTHERLY LINE OF
EVERGREEN TERRACE COOS COUNTY OREGON; THENCE S 45° 28' 11" W
TO A CORNER POINT THEREON; THENCE S 00° 32' 11" W 381.00 FEET TO A
TO THE SOUTHWEST CORNER OF SAID SAID FEET; THENCE S 88° 07' 10" W
ALONG THE SOUTH LINE OF SAID LOT 10 AND SAID LINE EXTENDED TO THE C.E.
THENCE S 00° 37' 10" W 16.31 FEET ALONG THE CENTERLINE OF HILSBAR
988.05 FEET MORE OR LESS ALONG THE CENTERLINE OF HILSBAR
LINE OF EAST BAY DRIVE; THENCE NORTHERLY 124.20 FEET ALONG
EAST BAY DRIVE TO A POINT FROM WHICH THE N NORTHEAST CORNER
N 30° 11' 40" E 216.47 FEET; THENCE N 26° 42' 51" E 232.95 FEET TO
THENCE N 06° 37' 03" W 306.77 FEET; THENCE N 36° 24' 54" E 327.30 FEET TO
THENCE N 51° 22' 11" E 128.38 FEET; THENCE N 30° 38' 35" E 227.07 FEET
THIS PARCEL CONTAINS 38.5 ACRES, MORE OR LESS.

APPROVAL

[Signature]
PLANNING DEPARTMENT

NOV 21 84
DATE

OREGON

84-5-7153

PREPARED FOR

MAN LILLIENTHAL ESTATE
EAST BAY DRIVE
TH BEND OREGON 97459

NOTES

NO 1 CONTAINS:
ING HOUSE
ING BARN
ING POWER
ING WATER SUPPLY (SPRING)
ING SEPTIC SYSTEM (INDIVIDUAL SEPTIC SYSTEM)
RRENT USE OF THIS PARCEL IS FARMING
RCEL CONTAINS 38.5 ACRES MORE OR LESS

2. REMAINING CONTAINS:
HOUSE
GARAGE
POWER
WATER SUPPLY (SPRING)
SEPTIC SYSTEM
CEL CONTAINS IN ACRES OR BEACRES

ROADS SHALL BE 35 FEET MINIMUM FROM CENTERLINE OF EXISTING ROADS

DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 30,
RANGE 12 WEST OF THE WILLAMETTE MERIDIAN T38S COUNTY DREGON
DESCRIBED AS: BEGINNING AT A POINT FROM WHICH THE NE NORTHWEST
CORNER OF SECTION 30 BEARS N 01° 27' 10" E 243.31 FEET; THENCE EAST 46.20 FEET MORE
OR LESS ALONG THE EAST LINE OF SAID SECTION 30; THENCE S 01° 31' 22" E 124.20 FEET MORE OR LESS
ALONG THE S LINE OF SAID SECTION 30 TO THE N NORTHERLY LINE OF THE PLAT OF
CORS COUNTY DREGON; THENCE S 45° 38' 41" W 398.38 FEET ALONG SAID PLAT
LINE; THENCE S 88° 52' 41" W 381.20 FEET MORE OR LESS ALONG SAID PLAT
LINE; THENCE S 88° 07' 10" E 342.15 FEET MORE OR LESS
ALONG SAID LINE AND SAID LINE EXTENDED TO THE CENTER LINE OF HILBORN AVENUE;
THENCE S 54° 52' 01" W 431 FEET ALONG THE CENTERLINE OF HILBORN AVENUE TO THE EASTERN
CORNER OF SAID LOT 10 AND SAID LINE EXTENDED TO THE EASTERLY
LINE OF SAID LOT 10; THENCE N 01° 27' 10" E 243.31 FEET TO THE POINT OF BEGINNING;
THENCE N 36° 25' 51" E 252.95 FEET; THENCE N 27° 57' 05" E 277.32 FEET;
THENCE N 55° 24' 54" E 327.30 FEET; THENCE N 10° 41' E 257.89 FEET;
THENCE N 39° 33' 28" E 227.27 FEET TO THE POINT OF BEGINNING;
38.5 ACRES, MORE OR LESS.

RECORDED 12-13-84
MARY ANN WILSON, COUNTY CLERK

3006

10465

184

EASEMENT

91 05 0152

HERMAN LILIENTHAL and JEAN LILIENTHAL, husband and wife, Route 2, Box 823, North Bend, Oregon, Grantors, grant and convey to WEYERHAEUSER TIMBER COMPANY, a Washington corporation, Post Office Box 1645, Tacoma 1, Washington, Grantee, its successors and assigns, a perpetual easement for and the right to maintain and use the existing roads upon, over, and across a part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 29 and a part of the Fractional N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 30, Township 25 South, Range 12 West, of W. M., Coos County, Oregon for the ^{purpose of} purpose of transporting men, material, and equipment for forest protection; the approximate location of said roads being shown by red lines on a plat attached hereto, marked "Exhibit A".

The Grantors reserve for themselves, their heirs, and assigns, the right at all times and for any purpose to go upon, cross, recross, and use said roads, including the right to install and maintain a gate over said road in Lot 6 of said Section 30 at the County Road junction. The Grantor shall furnish one key to Grantee for any such gate so installed.

IN WITNESS WHEREOF the Grantors have executed this easement as of the 24th of August, 1955.

Herman Lilienthal
Herman Lilienthal

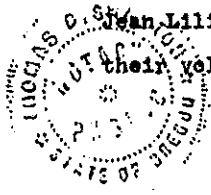
Jean Lilienthal
Jean Lilienthal

STATE OF OREGON)
COUNTY OF COOS) ss.

August 24, 1955

Personally appeared the above named Herman Lilienthal and

Jean Lilienthal, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



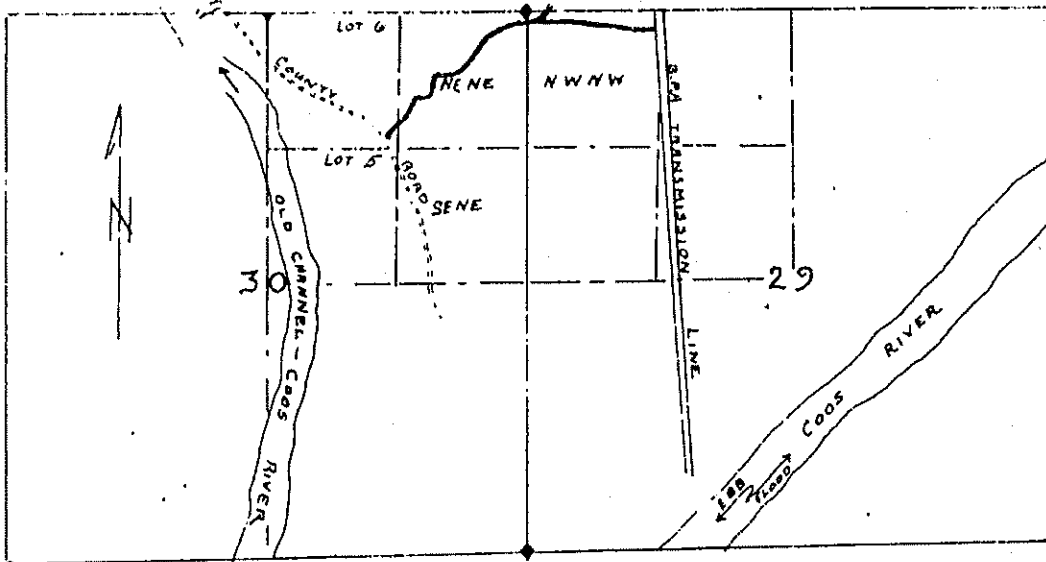
Thomas B. Swanton
Notary Public for Oregon
My commission expires: Aug. 28, 1952

91 05 0152

WEYERHAEUSER TIMBER COMPANY

TACOMA WASHINGTON

JUNE 2, 1983
4 in = 1 mile
HYR



SECTIONS 29 AND 30, TOWNSHIP 25 SOUTH, RANGE 12 WEST

ROADS COVERED BY THIS AGREEMENT

State of Oregon
 County of Coos 91-05-0152
 I, Mary Ann Wilson, County Clerk, certify the
 within instrument was filed for record at
 2:45 PM May 6, 1991
 By Mary Ann Wilson Deputy
 #pages 2 FILED FOR 32-

91-86

296

EASEMENT AGREEMENT

92 03 0985

RECORDING # 92030985
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at



4:35 ON 03/23/1992
By H. WILSON Deputy

DATED: MARCH 2, 1992

pages 7 Fee \$ 45.00

PARTIES: KEN SHELTON & MARY SHELTON, herein called "GRANTOR",

AND

AGRI-PACIFIC RESOURCES, INC., an Oregon corporation, herein called "GRANTEE"

RECITALS

- A. Grantor is the owner of the real property (Grantor's property), located in Coos County, Oregon, map 25-12-30 #500, described in Exhibit A attached hereto.
- B. There exists a nondedicated roadway (the Roadway), commonly known as Lillienthal Road, over the Grantor's property which is marked on the attached map in Exhibit A.
- C. Grantee is the owner of the real property (Grantee's property), in Coos County, Oregon, described in Exhibit A
- D. Grantor is willing to grant and convey to Grantee an easement on the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of foregoing Recitals which are by reference incorporated herein and the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- 1. Grantor, for and in consideration of the installation of a roadway gate made to US Forest Service specifications, and other good and valuable consideration, the receipt and sufficiency of which is hereby

TWO YEARS FROM THE DATE OF THIS AGREEMENT
92 03 0985
(TMA) MS

acknowledged, does hereby grant and convey unto Grantee, its heirs, successors and assigns, a ~~perpetual~~, non-exclusive, appurtenant easement over the roadway commonly known as Lillienthal Road for the purposes of ingress, egress, forest management, heavy hauling of rock, equipment and timber, and other incidental uses. Grantee shall not unreasonably interfere with the use of the easement by Grantor or other users of the easement.

2. Any damage to the Roadway caused by Grantee's use thereof shall be repaired by Grantee at its sole cost and expense to a state of repair which existed prior to Grantee's particular use which created the damage.

3. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip. Grantee assumes all risk arising out of its use of the easement strip and Grantor shall have no liability to Grantee or others for any condition existing thereon.

4. Any controversy or claim arising out of, or relating to this Agreement, or the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Coos Bay, Oregon, in accordance with provisions and procedures set forth in ORS Chapter 36, including local court rules established pursuant to that Chapter, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall be commenced by written notice of a demand for arbitration given in accord with the notice provisions of this agreement.

5. This easement is granted subject to all prior easements or encumbrances of record.

6. This Agreement represents the entire agreement between the parties relating to the subject hereof.

7. Exhibit A is hereby incorporated herein by reference as though fully set forth in the body of this agreement.

8. GRANTEE TO CARRY LIABILITY INSURANCE IN A FORM GENERALLY ACCEPTABLE IN THE TRADE AS CUSTOMARY IN THIS AREA, NAMING GRANTOR AS KENNETH E. SHELTON AGRI-PACIFIC RESOURCES, INC. ADDITIONAL INSURED.

Kenneth E. Shelton

By: [Signature]
Title: [Signature]

.92 03 0985

MARY SHELTON

Mary Shelton

STATE OF OREGON)
County of Lane) ss.

The foregoing instrument was acknowledged before me this 4th day of March, 1992, by Christine, as President, of AGRI-PACIFIC RESOURCES, INC.

Linda L. Pedersen
Notary Public for OREGON
My commission expires:



STATE OF OREGON)
County of Lane) ss.

The foregoing instrument was acknowledged before me this 4th day of March, 1992, by Ken Shelton and Mary Shelton.

Linda L. Pedersen
Notary Public for OREGON
My commission expires:



EXHIBIT A

92 03 0985

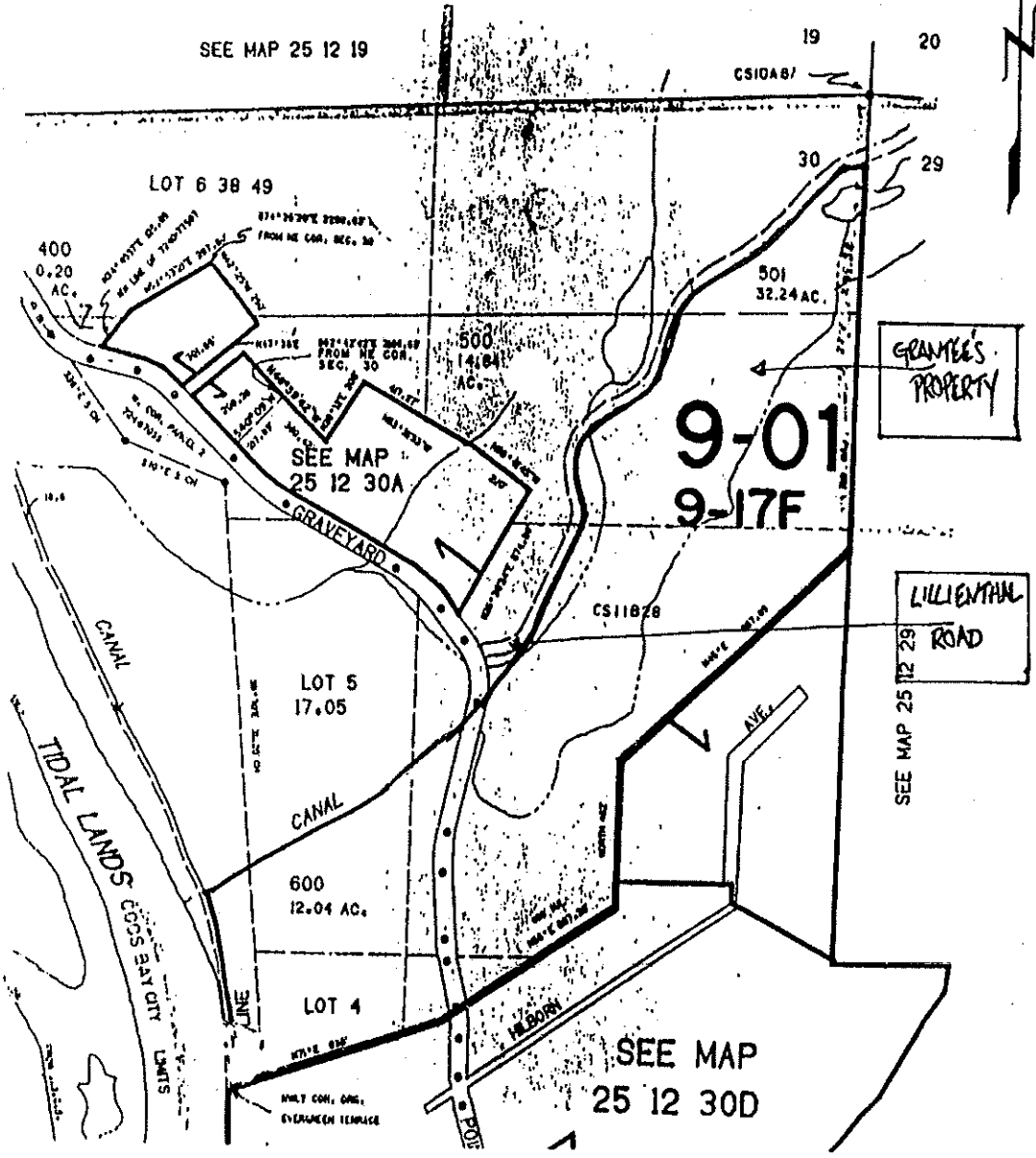


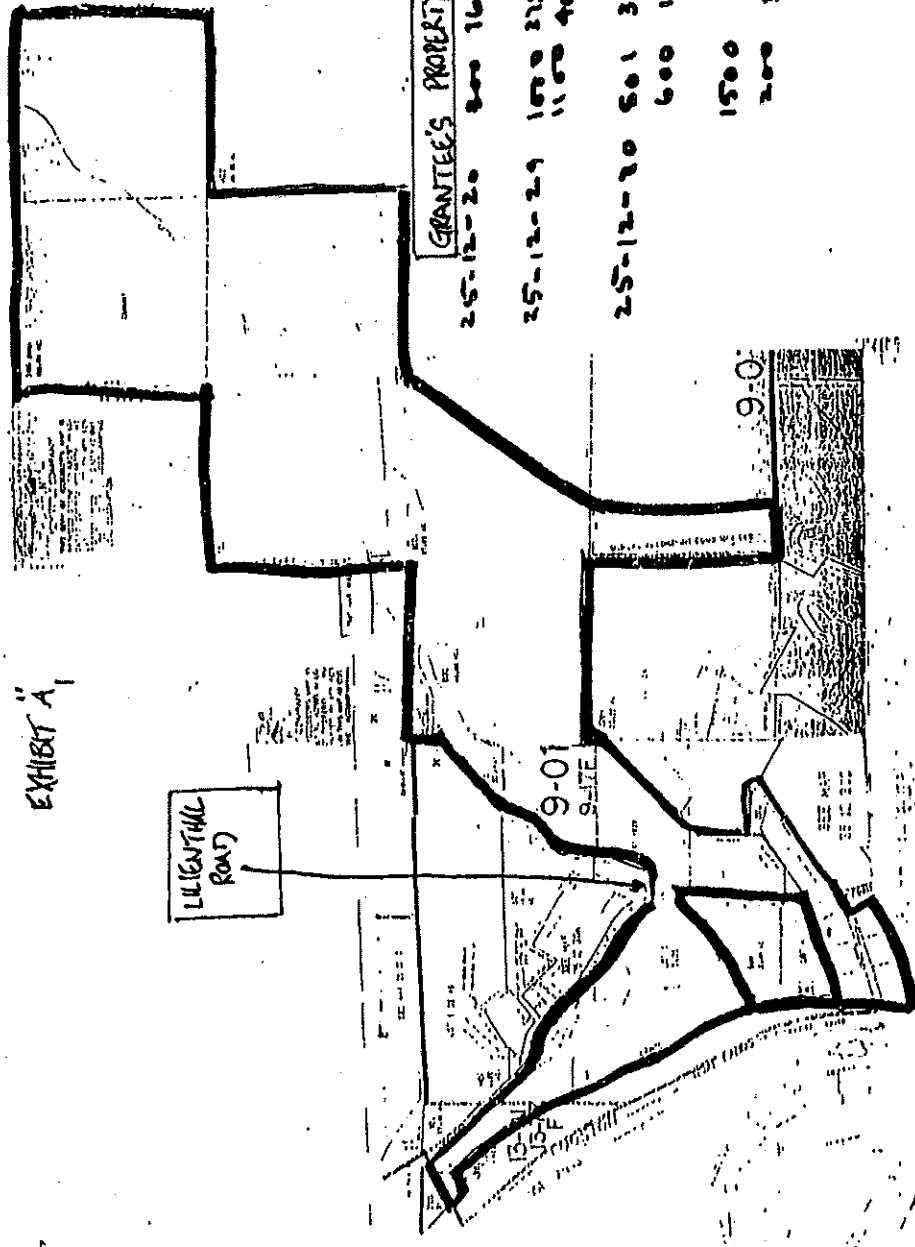
EXHIBIT "A"

LUGENTHAL ROAD

GRANTEE'S PROPERTY

25-12-20	200	160	Ac.
25-12-29	1500	2795	Ac.
	1100	4000	Ac.
25-12-20	501	3224	Ac.
	600	12.04	Ac.
	1500	11.02	Ac.
	200	35.76	Ac.

92 03 0985



**EXHIBIT "A"
LEGAL DESCRIPTION**

6-60-655

All merchantable timber lying or standing on the following described property:

The SE 1/4 of the SW 1/4, the N 1/2 of the SE 1/4, the SW 1/4 of the SE 1/4 of Section 20, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

ALSO: Beginning at the Northwest corner of Section 29, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South to the Southwest corner of the NW 1/4 of the NW 1/4 of said Section; thence East to the Southeast corner of said quarter quarter; thence South to the South boundary of the NW 1/4 of said Section; thence East 400 feet to the Southwest corner of property conveyed to Fred S. Anthony, et ux, in deed recorded April 14, 1977, bearing Microfilm Reel No. 77-4-5694, Records of Coos County, Oregon; thence North and Northeasterly along Anthony's West line to the North boundary of said Section 29; thence West along the North line of said Section to the point of beginning.

ALSO: A portion of the E 1/2 of Section 30, more particularly described as: Beginning at a point from which the Northeast corner of said Section bears North 09° 27' 44" East 243.31 feet; thence East 46.38 feet, more or less, to the East line of said Section 30; thence South 01° 31' 22" East 1249.88 feet, more or less, along the East line of said Section 30 to the Northerly line of the Plat of Evergreen Terrace, Coos County, Oregon; thence South 45° 38' 41" West 898.38 feet along said Plat line to a corner point thereof; thence South 00° 52' 41" West 381.20 feet, more or less, to the Southwest corner of Lot 10 of said Plat of Evergreen Terrace; thence along the South line of said Lot 10 and said line extended to the Center Line of Hilborn Avenue; thence South 00° 57' 10" West 46.31 feet along the centerline of Hilborn Avenue; thence South 54° 52' 01" West 998.05 feet, more or less, along the centerline of Hilborn Avenue to the East line of East Bay Drive (County Road No. 45); thence Northerly 1262.20 feet along the Easterly line of East Bay Drive to a point from which the Northeast corner of said Section 30 bears North 30° 11' 44" East 2167.63 feet (said point also being along the East side of a private roadway); thence along the Easterly edge of said roadway as follows: North 36° 25' 51" East 252.95 feet to an iron rod; thence North 29° 28' 28" East 210.00 feet to the beginning of a 137.94 foot radius curve to the left; thence 95.93 feet along said curve through a central angle of 39° 50' 52"; thence North 10° 22' 21" West 180.00 feet to the beginning of a 107.88 foot radius curve to the right; thence 124.18 feet along said curve through a central angle of 65° 57' 18"; thence North 55° 34' 54" East 177.00 feet to the beginning of a 244.98 foot radius curve to the left; thence 190.60 feet along said curve through a central angle of 44° 24' 39"; thence North 11° 10' 45" East 157.89 feet; thence North 51° 26' 41" East 428.39 feet to an iron rod; thence North 39° 38' 39" East 227.27 feet to an iron rod, to the point of beginning.

ALSO: Beginning at the point of intersection of the West boundary of the Cooston-Graveyard Point County Road and the North boundary of the Plat of Evergreen Terrace, Coos County, Oregon, as now exists after a portion was vacated in Book 166, Page 451, Deed Records of Coos County, Oregon; thence West along said North boundary to a point opposite of the Northwest corner of Lot 19; thence Southeasterly 25 feet, more or less, to the Northwest corner of said Lot 19; thence continue Southeasterly along the West boundary of Lot 19 a distance of 150 feet, more or less, to the North boundary of property conveyed to Joseph G. Kronsteiner, et ux, in Book 269, Page 8, Deed Records of Coos County, Oregon; thence Westerly along Kronsteiner's North boundary to the low water mark of Coos River; thence Northerly along the low water line of Coos River and the Cooston Channel to the North line of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence East

TICOR TITLE INSURANCE

92 03 0985

6-60-655

along the North boundary of said Section 30 to the West boundary of the Cooston-Graveyard Point County Road; thence Southerly along said West boundary to the point of beginning.

EXCEPT that portion embraced in the Cooston-Graveyard Point County Road .

ALSO EXCEPT that portion conveyed to Weyerhaeuser Timber Company in deed recorded June 17, 1947 in Book 169, Page 621, Deed Records of Coos County, Oregon. -----

Ticor Title Insurance Company

92 03 0985

91 04 1017

25-12-30 #500 EXHIBIT "A"

A portion of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as: beginning at the NE corner of said Section 30; thence West along the North line of said Section 30 to the Northeastly edge of East Bay Drive (County Road No. 45); thence Southeastly along the Northeastly edge of said County Road to a point from which the NE corner of said Section 30 bears N 30° 11' 44" E 2167.63 feet [said point also being along the Easterly edge of a private roadway]; thence along the Easterly edge of said roadway as follows: N 36° 25' 51" E 252.95 feet to an Iron Rod; thence N 29° 28' 28" E 210.00 feet to the beginning of a 137.94 foot radius curve to the left; thence 95.93 feet along said curve through a central angle of 39° 50' 52"; thence N 10° 22' 21" W 180.00 feet to the beginning of a 107.83 foot radius curve to the right; thence 124.38 feet along said curve through a central angle of 65° 57' 18"; thence N 55° 34' 54" E 177.00 feet to the beginning of a 244.90 foot radius curve to the left; thence 190.60 feet along said curve through a central angle of 44° 24' 39"; thence N 11° 10' 45" E 157.89 feet; thence N 51° 26' 41" E 428.39 feet to an Iron Rod; thence N 39° 38' 39" E 227.27 feet to an Iron Rod; thence East 46.38 feet, more or less, to the East line of said Section 30; thence N 01° 31' 22" W 240.08 feet, more or less, to the NE corner of said Section 30, the point of beginning.

Excepting therefrom the following parcels of record:

Parcel described in Vol 240, Pages 305, 307 & 309, Coos County Deed Records;

Parcel described in Vol 281, Page 708, Coos County Deed Records;

Parcel described in Deed No. 72-6-7055, Coos County Deed Records; and

Parcel described in Deed No. 72-11-79109, Coos County Deed Records.

Account no.'s 2916.00; 2916.90; 2916.91 and 2915.00

Exhibit "A"

92 03 0985

91 04 1017

1. 1990-91 taxes in the amount of \$815.86 unpaid, plus interest.
Account no. 2916.91 Code 9.17 Map 25-12-30 TL 100

1990-91 mobile home taxes in the amount of \$442.71, of which the balance of \$725.14 remains unpaid, plus interest.
Account no. X-130377

2. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1968 in which the land was subject to the special land use assessment.

3. The assessment roll and the tax roll disclose that the within described premises were specially assessed as timber land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five years or lesser number of years.

4. Rights of the public in and to that portion of the herein described property lying within the boundaries of roads and roadways.

5. Easement, including the terms and provisions thereof, conveyed to West Coast Telephone Company by instrument recorded February 18, 1954 in Volume 232, page 211, Deed Records of Coos County, Oregon.

6. Easement, including the terms and provisions thereof, conveyed to The United States of America and its assigns by instrument recorded January 14, 1959 in Volume 269, Page 546, Deed Records of Coos County, Oregon.

7. Easement, including the terms and provisions thereof, conveyed to Pacific Power & Light Company by instrument recorded June 22, 1976 as microfilm no. 76-6-9222, records of Coos County, Oregon.

8. Subject to conditions, restrictions and easements, including the terms and provisions thereof, as set forth on minor partition recorded December 13, 1984 as microfilm no. 84-5-7150, records of Coos County, Oregon.

9. State of Oregon, Department of Revenue Warrant No. DI-87-177923 against Laurie L. Lillenthal in the amount of \$653.14 plus interest & costs, filed January 25, 1990 as microfilm no. 90-1-1478, records of Coos County, Oregon.

10. State of Oregon, Department of Revenue Warrant No. DI-88-179631 against Laurie L. Lillenthal in the amount of \$827.17 plus interest & costs, filed March 14, 1990 as microfilm no. 90-3-0839, records of Coos County, Oregon.

Exhibit "B"

WILLAMETTE VALLEY TITLE CO.
144035

RECORDED BY

 TICOR TITLE
INSURANCE
60-655
Coos County Branch

2098

AFTER RECORDED RETURN TO:

Kenneth Vernon Shelton &
Kasey Lee Fellows
63733 East Bay Road
North Bend, OR 97459



00088282201800116460020022

DEBBIE HELLER, CCC, COOS COUNTY CLERK

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

Kenneth Vernon Shelton &
Kasey Lee Fellows
63733 East Bay Road
North Bend, OR 97459

CONSIDERATION:

The true consideration for this conveyance is \$ 100

BARGAIN AND SALE DEED

Known all men by these presents, that Kenneth Eldon Shelton and Mary Martha Sheldon, husband and wife, Grantor's, conveys to Kenneth Vernon Shelton and Casey Lee Fellows, Grantee's, the following properties more particularly described as follows:

A parcel of land located in the E1/2 of the NE1/4 and Government Lot 6 of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and being a portion of that Parcel described in Book 135 Page 543, Deed Records of Coos County, Oregon, lying West of Parcel 2 of Partition 1995 #46 and lying North and East of the following described line:

Beginning at an iron pipe at the most Northerly corner of that parcel described in Microfilm Reel No. 72-11-79109 from which the Northeast corner of said Section 30 bears N74°35'29"E a distance of 2298.93 feet; thence S41°25'E a distance of 250.00 feet; thence S47°35'W a distance of 301.65 feet to a point on the easterly boundary of the County Road (now East Bay Road); thence S43°57'E along said boundary a distance of 30.00 feet to the Northwesterly corner of that parcel described in Microfilm Reel No. 72-8-7055; thence leaving said boundary N47°35'E a distance of 209.25 feet; thence S48°38'42"E a distance of 380.42 feet to a point on the Northwesterly boundary of that parcel described in Book 281 Page 708; thence N28°12'E a distance of 208.0 feet; thence S63°31'33"E a distance of 417.27 feet to a point determined by Tony Hostetter, LS 1975 in CS# 11A87 recorded in the Coos County Surveyor's Office; thence S63°26'51"E a distance of 173.39 feet to a 5/8" rebar; thence S50°19'58"E a distance of 183.94 feet to a 5/8" rebar; thence S27°46'44"W a distance of 489.97 feet to a 5/8" rebar on the Northerly boundary of East Bay Drive.

Grantor's reserves a 30 foot easement, 15 feet each side of the existing centerline of the Grantor's driveway located along the Western portion of the above described property. Said easement is for ingress, egress and utilities.

Grantor's also reserve an easement over and across what is commonly known as Noah Butte road located along the East line of the above described property.

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019
NOT OFFICIAL VALUE

July 30, 2019 2:38:22 pm

Account #	291505	Tax Status	ASSESSABLE
Map #	25S12300000500	Acct Status	ACTIVE
Code - Tax #	0917-291505	Subtype	NORMAL

Legal Descr See Record

Mailing Name SHELTON, KENNETH VERNON ET AL	Deed Reference # 2018-11646
Agent	Sales Date/Price 11-27-2018 / \$100.00
In Care Of	Appraiser

Mailing Address 63733 EAST BAY RD
NORTH BEND, OR 97459-8211

Prop Class	660	MA	SA	NH	Unit
RMV Class	600	04	17	RRL	4367-1

Situs Address(s)		Situs City		Value Summary		RMV Exception	CPR %
Code Area	RMV	MAV	AV				
0917	Land	1,886			Land	0	
	Impr.	0			Impr.	0	
Code Area Total		1,886	0	1,269		0	
Grand Total		1,886	0	1,269		0	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
0917	20	<input checked="" type="checkbox"/>		EFU	Small Tract Forest land	100	A	5.38	STF-C	006*	
0917	10	<input type="checkbox"/>		EFU	Small Tract Forest land	100	A	8.00	STF-C	006*	
Grand Total								13.38			

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

Code Area	Type	Exemptions/Special Assessments/Potential Liability								
NOTATION(S):										
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST										
■ FIRE PATROL ADDED 2014 AFFIDAVIT #20303 - #291595 COMBINED INTO #291505 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION										
0917	FIRE PATROL:									
	■ FIRE PATROL TIMBER	Amount	22.67	Acres	14.84	Year	2019			

STATEMENT OF TAX ACCOUNT

COOS COUNTY TAX COLLECTOR

COOS COUNTY COURTHOUSE

COQUILLE, OREGON 97423

(541) 396-7725

30-Jul-2019

SHELTON, KENNETH VERNON ET AL
63733 EAST BAY RD
NORTH BEND, OR 97459-8211

Tax Account #	291505	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0917
Situs Address		Interest To	Aug 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	\$36.31	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$33.37	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.88	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.58	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$30.56	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.43	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.26	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.09	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.94	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.94	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$27.96	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.19	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.67	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.96	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.46	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.44	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$440.04	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #291595 COMBINED INTO #291505 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

7/30/2019 2:38:45 PM

Account # 291505
Map 25S1230-00-00500
Owner SHELTON, KENNETH VERNON ET AL
63733 EAST BAY RD
NORTH BEND, OR 97459-8211

Name Type	Name	Ownership Type	Own Pct
OWNER	SHELTON, KENNETH VERNON	OWNER	
OWNER	FELLOWS, CASEY LEE	OWNER	
OWNER AS TENANTS IN COMMON			
	SHELTON, KENNETH VERNON		
	FELLOWS, CASEY LEE		



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.: _____
Order No.: 360619028098
Effective Date: July 29, 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:

Kenneth Eldon Shelton and Mary Martha Shelton (aka Mary Shelton), as tenants by the entirety

Premises. The Property is:

(a) Street Address:

63733 East Bay Road, North Bend, OR 97459

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
2. The Land has been classified as Farm/Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
4. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the creeks, streams and tributaries.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of creeks, streams and tributaries.
5. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of creeks, streams and tributaries.
6. Any adverse claim based upon the assertion that:
 - a) Some portion of said Land has been created by artificial means, or has accreted to such portion so created.
 - b) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of creeks, streams and tributaries or has been formed by accretion to any such portion.
7. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
8. Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: February 18, 1954
Recording No: Book 232, Page 211
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: January 23, 1959
Recording No: Book 269, Page 546
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: June 22, 1976
Recording No: 76-6-9222

12. Terms, provisions and easement(s) for the purpose(s) shown below and rights incidental thereto, as provided for in Minor Partition

Recording Date: December 13, 1984
Recording No: 84-5-7150
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: May 6, 1991
Recording No: 91-05-0152
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: March 23, 1992
Recording No: 92-03-0985
15. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Recording Date: December 6, 2018
Recording No: 2018-11646
16. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$200,000.00
Dated: September 12, 2014
Trustor/Grantor: Kenneth E. Shelton and Mary M. Shelton
Trustee: First American Title Company of Oregon
Beneficiary: South Coast ILWU Federal Credit Union
Recording Date: September 12, 2014
Recording No.: 2014-7296

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Harold B. Scoggins, III
Recording Date: November 26, 2018
Recording No: 2018-11303

Deed of Partial Reconveyance
Recorded November 26, 2018
Instrument No. 2018-11304

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

Fiscal Year: 2018-2019
Amount: \$1,710.63
Levy Code: 917
Account No.: 291600
Map No.: 25-12-30 100

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.

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

Fiscal Year: 2018-2019

Ticor Title Company of Oregon
Order No. 360619028098

Amount: \$1.44
Levy Code: 1391
Account No.: 291690 (Cancelled Account)
Map No.: 25-12-30 100

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.

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

Fiscal Year: 2018-2019
Amount: \$18.90
Levy Code: 901
Account No.: 291500
Map No.: 25-12-30 400

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

Note: An application for de-titling the manufactured home from personal property to real property has been approved, as disclosed by application:

Recording Date: October 8, 1996
Recording No: 96-10-0325

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

End of Reported Information

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

John Beaver
541-269-5127
john.beaver@ticortitle.com
Ticor Title Company of Oregon
300 W Anderson
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

A portion of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as: Beginning at the NE corner of said Section 30; thence West along the North line of said Section 30 to the Northeasterly edge of East Bay Drive (County Road No. 45); thence Southeasterly along the Northeasterly edge of said County Road to a point from which the NE corner of said Section 30 bears North 30° 11' 44" East 2167.63 feet (said point also being along the Easterly edge of a private roadway); thence along the Easterly edge of said roadway as follows: North 36° 25' 51" East 252.95 feet to an iron rod; thence North 29° 28' 28" East 210.00 feet to the beginning of a 137.94 foot radius curve to the left; thence 95.93 feet along said curve through a central angle of 39° 50' 52"; thence North 10° 22' 21" West 180.00 feet to the beginning of a 107.88 foot radius curve to the right; thence 124.18 feet along said curve through a central angle of 65° 57' 18"; thence North 55° 34' 54" East 177.00 feet to the beginning of a 244.98 foot radius curve to the left; thence 190.60 feet along said curve through a central angle of 44° 24' 39"; thence North 11° 10' 45" East 157.89 feet; thence North 51° 26' 41" East 428.39 feet to an iron rod; thence North 39° 38' 39" East 227.27 feet to an iron rod; thence East 46.38 feet, more or less, to the East line of said Section 30; thence North 01° 31' 22" West 240.08 feet, more or less, to the NE corner of said Section 30, the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING PARCELS OF RECORD:

Parcels described in Vol 240, Pages, 305, 307 & 309, Coos County, Oregon Deed Records;
Parcel described in Vol 281, Page 708, Coos County, Oregon Deed Records;
Parcel described in Deed No. 72-1-67055, Coos County, Oregon Deed Records; and
Parcel described in Deed NO. 72-11-79109, Coos County, Oregon Deed Records.

ALSO EXCEPTING THEREFROM that portion conveyed by Bargain and Sale Deed recorded December 6, 2018 as instrument no. 2018-11646, Deed Records of Coos County, Oregon.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

31-Jul-2019

SHELTON, KENNETH E. & MARY
63733 EAST BAY RD
NORTH BEND, OR 97459-8211

Tax Account #	291600	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0917
Situs Address	63733 EAST BAY RD NORTH BEND, OR 97459	Interest To	Aug 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	\$1,710.63	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,491.85	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,468.55	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,416.19	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,419.50	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$110.03	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$108.25	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$107.67	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$103.88	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$225.64	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$250.23	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$205.13	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$214.90	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$220.74	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$208.78	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$151.50	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$9,413.47	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #291691 COMBINED INTO #291600 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019
NOT OFFICIAL VALUE

July 29, 2019 4:33:45 pm

Account # 291600
Map # 25S12300000100
Code - Tax # 0917-291600
1391-291690

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr See Record

Mailing Name SHELTON, KENNETH E. & MARY

Deed Reference # 1991-114415 (SOURCE ID(T):
910401017)

Agent
In Care Of
Mailing Address 63733 EAST BAY RD
NORTH BEND, OR 97459-8211

Sales Date/Price 04-01-1991 / \$0.00
Appraiser

Prop Class 562 MA SA NH Unit
RMV Class 500 04 17 RRL 4370-1

Situs Address(s)	Situs City
ID# 63733 EAST BAY RD	NORTH BEND

Code Area		RMV	MAV	Value Summary AV	RMV Exception	CPR %
0917	Land	12,803			Land	0
	Impr.	126,970			Impr.	0
Code Area Total		139,773	130,770	138,362		0
1391	Land	240			Land	0
	Impr.	0			Impr.	0
Code Area Total		240	0	161		0
Grand Total		140,013	130,770	138,523		0

Land Breakdown											
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0917	65	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	2.00	H5	006*	
0917	45	<input checked="" type="checkbox"/>		F, EFU	Forest Site	100	A	1.00	AVF	006*	
0917					SITE AMENTIES	100					
0917	20	<input type="checkbox"/>		F, EFU	Small Tract Forest land	100	A	19.36	STF-C	006*	
0917	30	<input type="checkbox"/>		F, EFU	Small Tract Forest land	100	A	10.80	STF-D	006*	
0917	55	<input checked="" type="checkbox"/>		F, EFU	Small Tract Forest land	100	A	2.00	STF-D	006*	
Code Area Total								35.16			
1391	40	<input checked="" type="checkbox"/>		F, EFU	Small Tract Forest land	100	A	2.00	STF-D	006*	
Code Area Total								2.00			
Grand Total								37.16			

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV	
0917	2		127	Shop - Class 2	100	0			6,760	
0917	1	1997	462	MH REAL DOUBLE CLASS 6	100	1,647		E - 4764	120,210	
Grand Total							1,647		126,970	

Exemptions/Special Assessments/Potential Liability										
Code Area	Type									
NOTATION(S):										
■ FARM/FOREST POT'L ADD'L TAX LIABILITY										
■ FIRE PATROL ADDED 2014 AFFIDAVIT #20303 - #291691 COMBINED INTO #291600 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION										
0917										
FIRE PATROL:										
■ FIRE PATROL TIMBER										
		Amount	55.25	Acres	36.16	Year	2019			
■ FIRE PATROL SURCHARGE										
		Amount	47.50			Year	2019			

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

7/29/2019 4:34:04 PM

Account # 291600
Map 25S1230-00-00100
Owner SHELTON, KENNETH E. & MARY
63733 EAST BAY RD
NORTH BEND, OR 97459-8211

Name Type	Name	Ownership Type	Own Pct
OWNER	SHELTON, KENNETH E. & MARY	OWNER	100.00

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

31-Jul-2019

SHELTON, KENNETH E. & MARY
63733 EAST BAY RD
NORTH BEND, OR 97459-8211

Tax Account #	291690	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1391
Situs Address	63733 EAST BAY RD NORTH BEND, OR 97459	Interest To	Aug 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	\$1.44	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.39	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.37	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.31	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.30	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.27	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.23	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.21	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.18	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5.65	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5.57	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5.45	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5.28	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5.28	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5.05	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1.28	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$45.26	

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019
NOT OFFICIAL VALUE

July 31, 2019 1:29:07 pm

Account # 291690	Tax Status ASSESSABLE
Map # 25S12300000100	Acct Status **CANCELLED**
Code - Tax #	Subtype NORMAL
Legal Descr See Record	
Mailing Name SHELTON, KENNETH E. & MARY	Deed Reference # 1991-114415 (SOURCE ID(T): 910401017)
Agent	Sales Date/Price 04-01-1991 / \$0.00
In Care Of	Appraiser
Mailing Address 63733 EAST BAY RD NORTH BEND, OR 97459	
Prop Class 661 MA SA NH Unit	
RMV Class 600 02 11 RRL -4371-0	

Situs Address(s)	Situs City
ID# 10 63733 EAST BAY RD	NORTH BEND

Code Area		Value Summary			RMV Exception	CPR %
		RMV	MAV	AV		
1391	Land	210			Land	0
	Impr.	0			Impr.	0
Code Area Total		210	0	135		0
Grand Total		210	0	135		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			LUC	Trended RMV
						TD%	LS	Size		
1391	10		<input checked="" type="checkbox"/>	F, EFU	Small Tract Forest land	100	A	2.00	STF-D	006*
Grand Total								2.00		

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

Code Area	Type	Exemptions/Special Assessments/Potential Liability
		<p>NOTATION(S):</p> <ul style="list-style-type: none"> ■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST ■ SPLIT CODE ACCOUNT - CANCELLED ADDED 2013 ACCOUNT/CODE AREA COMBINED INTO ACCOUNT #291600

Comments: SPLIT CODE 2916.00 &
SPLIT CODE 2916.91
TRIPLE SPLIT

No Tax Summary for Account 4764

COOS COUNTY ASSESSOR
Manufactured Structure Assessment Report
FOR ASSESSMENT YEAR 2019

7/29/2019 4:34:19 PM

Account #	4764	TAX STATUS	ASSESSABLE
Code - Tax #	0917	ACCT STATUS	ACTIVE
Mailing Address	SHELTON, KENNETH E. & MARY 63733 EAST BAY RD NORTH BEND, OR 97459	SUBTYPE	EXEMPT
		HOME ID	112773
		X NUMBER	EM15186
		EXEMPT #	1996-100325

SITUS ADDRESS	SITUS CITY	TAX NOTATION	SPLIT CODE
63733 EAST BAY RD	NORTH BEND	APPRaiser	JERRY LEE

VALUE SUMMARY							
CODE AREA		RMV	MAV	AV	TREND %	RMV EXCEPTION	CPR %
0917	IMPR.	\$120,210	\$123,810	\$120,210	100%	IMPR.	

Manufactured Structure Information			
VIN #	WAFLT31AB14412BA13	STAT CLASS	462
BRAND	FLEETWOOD	QUALITY	100
MODEL	BARRINGTON	CONDITION	G
YEAR BUILT	1997	MA / SA / NH	04 / 17 / RRL
STICKER #		BEDROOMS / BATHS	3 / 2

Real Property Information			
REAL ACCOUNT #	291600	MA / SA / NH	04 / 17 / RRL
MAP	25S12300000100	PROP CLASS	562
UNIT	4370	RMV CLASS	500
PARK NAME			
COMMENTS			

FLOORS					
DESCRIPTION	CLASS	SQFT	SIZE TYPE	TYPE OF HEAT	RMV
First Floor	6	1,647	S		50,503

INVENTORY					
	Size/Qty	RMV		Size/Qty	RMV
1001 Fndtn - Conc/Block	176	3300	5001 Partitions - Drywall	1647	0
1022 Fndtn Conc Rnrs Dbl	183	3431	6004 IntComp - Good Buil-In's	1647	0
2002 MFS - Cedar Bevel Siding	1647	0	6018 IntComp - Applncs Dishwasher	1647	0
3101 Roof - Gable - Light Comp	1647	0	8001 Plumb'g - Full Bath	1647	0
4001 Floor - 1st Flr - Carpet/Vinyl	1647	0	9003 Heat'g - F/A	1647	0
Total Inventory RMV					6731

EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY

TYPE

COMMENTS: BARRINGTON

**COOS COUNTY ASSESSOR
MS ACCOUNT NAMES**

7/29/2019 4:34:49 PM

Account # 4764
Owner SHELTON, KENNETH E. & MARY
63733 EAST BAY RD
NORTH BEND, OR 97459

Name Type	Name	Ownership Type	Own Pct
OWNER	SHELTON, KENNETH E. & MARY	OWNER	100.00

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

30-Jul-2019

SHELTON, KENNETH E. & MARY

Tax Account #	291500	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0901
Situs Address		Interest To	Aug 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	\$18.90	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.88	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.87	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.87	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.87	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.87	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.87	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.86	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.86	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.89	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.78	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.14	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.15	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.16	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.16	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.16	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$300.29	

COOS County Assessor's Summary Report
Real Property Assessment Report
 FOR ASSESSMENT YEAR 2019
NOT OFFICIAL VALUE

July 30, 2019 6:05:48 pm

Account #	291500	Tax Status	ASSESSABLE
Map #	25S12300000400	Acct Status	ACTIVE
Code - Tax #	0901-291500	Subtype	NORMAL
Legal Descr	See Record		
Mailing Name	SHELTON, KENNETH E. & MARY	Deed Reference #	1991-114415 (SOURCE ID(T): 910401017)
Agent		Sales Date/Price	04-01-1991 / \$0.00
In Care Of		Appraiser	
Mailing Address	63733 EAST BAY RD NORTH BEND, OR 97459-8211		
Prop Class	660	MA	SA
RMV Class	600	04	17
		NH	Unit
		RRL	4362-1

Situs Address(s)	Situs City
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Code Area	RMV	MAV	Value Summary AV	RMV Exception	CPR %
0901 Land	24			Land	0
Impr.	0			Impr.	0
Code Area Total	24	0	16		0
Grand Total	24	0	16		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0901	10	<input checked="" type="checkbox"/>		F	Small Tract Forest land	100	A	0.20	STF-D	006*	
Grand Total								0.20			

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

Code Area	Type	Exemptions/Special Assessments/Potential Liability
		NOTATION(S): ■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST 0901 FIRE PATROL: ■ FIRE PATROL TIMBER
		Amount 18.75 Acres 0.2 Year 2019

Comments: FIRE PAT ACRES .20

RECORDED BY
FIRST AMERICAN TITLE

2295724

COOS COUNTY, OREGON **2014-07296**
\$98.00 08/12/2014 03:04:18 PM
Page=11



Terril L. Turf, Coos County Clerk

WHEN RECORDED RETURN TO:

South Coast ILWU Federal Credit Union
2438 Broadway Street
North Bend, OR 97459

This space provided for Recorder's Use

DEED OF TRUST

Grantor(s): Kenneth E. Shelton and Mary M. Shelton

Grantee(s): South Coast ILWU Federal Credit Union, Beneficiary

Legal Description: See Attached Exhibit "A"

Assessor's Property Tax Parcel or Account No.: 291600, 291690, 291691, 291500, 291505 & 291595

THIS DEED OF TRUST IS DATED September 12, 2014, among Grantor, whose address is 63733 East Bay Road, North Bend OR 97459, South Coast ILWU Federal Credit Union, whose address is 2438 Broadway Street, North Bend, Oregon 97459 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Company of Oregon ("Trustee"), whose address is 172 Anderson Ave, Ste. 105, Coos Bay OR 97420.

This Deed of Trust secures a promissory note dated September 12, 2014 in the amount of Two Hundred Thousand Dollars (\$200,000.00). The maturity date of the note is August 12, 2026.

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the above described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Coos County, State of Oregon (the "Real Property").

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means South Coast ILWU Federal Credit Union, its successors and assigns. South Coast ILWU Federal Credit Union also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation those persons set forth above.

Guarantor. The word "Guarantor" means and includes without limitation, any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Note. The word "Note" means the Note specified above, from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation. The maturity date of the Note is as set forth on page 1 of this instrument.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99 499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of

any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds One Thousand Dollars (\$1,000). Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other insurance, including but not limited to hazard, liability, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be canceled or diminished without at least ten (10) days' prior written notice to Lender. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds Two Thousand Five Hundred Dollars (\$2,500). Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

WARNING

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

Grantor is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to the Note balance. If the cost is added to the Note balance, the interest rate on the Note will apply to this added amount. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage.

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

TAX AND INSURANCE RESERVES. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before due, amounts at least equal to the taxes, assessments, and insurance premiums to be paid. If fifteen (15) days before payment is due the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other moneys for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the taxes and assessments required to be paid by Grantor.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney's fees, Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees, and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY IN FACT. The following provisions relating to further assurances and attorney in fact are a part of this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by

this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney in Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney in fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor shall pay any reconveyance fee charged by the Trustee, and any fee for recording the reconveyance.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Oregon law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Deed of Trust.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waive any and all rights to have the Property marshaled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorney's Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney's fees whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of the county in which the Real Property is located. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. The procedures for Lender's exercise of its remedies under this Deed of Trust shall be governed by the laws of the state in which the real property is located. Remaining matters related to this Deed of Trust and the Indebtedness shall be governed by the laws of the State of Oregon.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Use. Grantor agrees that the Property is not used principally for agricultural purposes (it is not used to produce crops, livestock, or aquatic goods).

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X

Kenneth E. Shelton

GRANTOR:

X Mary H. Shelton

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
County of Coos) ss.

On this 12th day of September, 2014, before me, the undersigned Notary Public, personally appeared Kenneth E. Shelton and Mary H. Shelton, known to me to be the individuals described in and who executed the Deed of Trust, and acknowledged to me that they executed the same for the purposes therein stated.



Cindy A. Criger
Notary Public for Oregon
Residing at: North Bend, Oregon
My commission expires: November 15, 2016

REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

Exhibit "A"

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

A PORTION OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, MORE SPECIFICALLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 TO THE NORTHEASTERLY EDGE OF EAST BAY DRIVE (COUNTY ROAD NO. 45); THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY EDGE OF SAID COUNTY ROAD TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 30 BEARS NORTH 30° 11' 44" EAST 2167.63 FEET (SAID POINT ALSO BEING ALONG THE EASTERLY EDGE OF A PRIVATE ROADWAY); THENCE ALONG THE EASTERLY EDGE OF SAID ROADWAY AS FOLLOWS: NORTH 36° 25' 51" EAST 252.95 FEET TO AN IRON ROD; THENCE NORTH 29° 28' 28" EAST 210.00 FEET TO THE BEGINNING OF A 137.94 FOOT RADIUS CURVE TO THE LEFT; THENCE 95.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 50' 52" THENCE NORTH 10° 22' 21" WEST 180.00 FEET TO THE BEGINNING OF A 107.88 FOOT RADIUS CURVE TO THE RIGHT; THENCE 124.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 57' 18"; THENCE NORTH 55° 34' 54" EAST 177.00 FEET TO THE BEGINNING OF A 244.98 FOOT RADIUS CURVE TO THE LEFT; THENCE 190.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 24' 39"; THENCE NORTH 11° 10' 45" EAST 157.89 FEET; THENCE NORTH 51° 26' 41" EAST 428.39 FEET TO AN IRON ROD; THENCE NORTH 39° 38' 39" EAST 227.27 FEET TO AN IRON ROD; THENCE EAST 46.38 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION 30; THENCE NORTH 01° 31' 22" WEST 240.08 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID SECTION 30, THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PARCELS OF RECORD:
PARCELS DESCRIBED IN VOL 240, PAGES 305, 307 & 309, COOS COUNTY DEED RECORDS;
PARCELS DESCRIBED IN VOL 281, PAGE 708, COOS COUNTY DEED RECORDS;
PARCELS DESCRIBED IN DEED NO. 72-6-7055, COOS COUNTY DEED RECORDS; AND
PARCELS DESCRIBED IN DEED NO. 72-11-79109, COOS COUNTY DEED RECORDS.

FURTHER SAVE AND EXCEPT THAT PORTION CONVEYED BY PROPERTY LINE ADJUSTMENT DEED RECORDED JULY 30, 2014 AS MICROFILM NO. 2014-05925, RECORDS OF COOS COUNTY, OREGON.

COOS COUNTY, OREGON **2018-11303**
\$91.00 11/26/2018 03:45:00 PM
DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=2

WHEN RECORDED MAIL TO:

Harold B. Scoggins, III
Farleigh Wada Witt
121 S.W. Morrison, Suite 600
Portland, OR 97204-3192

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

APPOINTMENT OF SUCCESSOR TRUSTEE

For purposes of this instrument, the "Trust Deed" refers to the following trust deed or deed of trust:

Date of Trust Deed: September 12, 2014

Original Grantor(s): Kenneth E. Shelton and Mary M. Shelton

Original Trustee: First American Title Company of Oregon, 172 Anderson Avenue, Suite 105, Coos Bay, Oregon 97420

Original Beneficiary: South Coast ILWU Federal Credit Union, 2438 Broadway Street, North Bend, Oregon 97459


Recording Information: The Trust Deed was duly recorded on September 12, 2014, in the records of Coos County, Oregon, as Instrument No. 2014-07296

South Coast ILWU Federal Credit Union is the present owner and holder of all obligations secured by the Trust Deed and is the present Beneficiary under the Trust Deed. South Coast ILWU Federal Credit Union desires to replace the original trustee and any previously appointed successor trustee(s) and to appoint a successor trustee pursuant to authority granted in the Trust Deed and pursuant to ORS § 86.790(3).

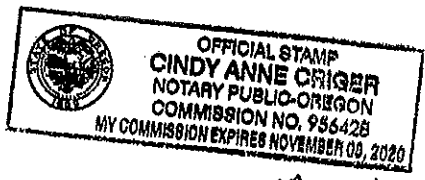
South Coast ILWU Federal Credit Union hereby appoints Harold B. Scoggins, III, an active member of the Oregon State Bar, whose address is Harold B. Scoggins, III, Farleigh Wada Witt, 121 S.W. Morrison Street, Suite 600, Portland, Oregon 97204, as successor trustee under the Trust Deed, to have all the powers of the original trustee.

Dated: 11/19, 2018.

SOUTH COAST ILWU FEDERAL CREDIT UNION

By: 
Title: Manager / CEO

STATE OF OREGON)
) ss.
County of Coos)



This record was acknowledged before me on November 19, 2018, by Julee A. Yoakam as Manager/CEO of South Coast ILWU Federal Credit Union.

Cindy A. Criger
Notary Public - State of Oregon

WHEN RECORDED MAIL TO:

Harold B. Scoggins, III
Farleigh Wada Witt
121 S.W. Morrison, Suite 600
Portland, OR 97204-3192

COOS COUNTY, OREGON **2018-11304**
\$91.00 **11/26/2018 03:57:00 PM**
DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF PARTIAL RECONVEYANCE

KNOW ALL BY THESE PRESENTS that the undersigned trustee under that certain Deed of Trust dated September 12, 2014, executed and delivered by Kenneth E. Shelton and Mary M. Shelton, as grantor, and recorded on September 12, 2014, in the Records of Coos County, Oregon, as Instrument No. 2014-07296, having received from the beneficiary under the Deed of Trust a written request to reconvey a portion of the real property encumbered by the Deed of Trust, hereby does grant, bargain, sell, and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to the portion of the real property encumbered by the Deed of Trust and described as follows:

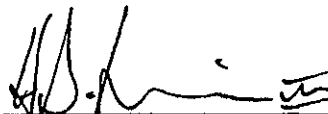
See Exhibit A, attached.

The remaining property described in the Deed of Trust shall continue to be held by the trustee under the terms of the Deed of Trust. This partial reconveyance does not affect the personal liability of any person for payment of the indebtedness secured by the Deed of Trust. Any unpaid indebtedness secured by the Deed of Trust shall remain unsatisfied and in full force and effect.

In construing this instrument and whenever its context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the undersigned trustee has executed this instrument. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its Board of Directors.

Dated: 11-26-18, 2018.

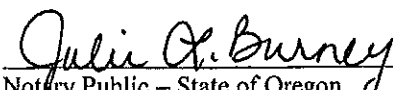


Harold B. Scoggins, III, Successor Trustee

STATE OF OREGON)
) ss.
County of Multnomah)

This record was acknowledged before me on 11/26, 2018, by Harold B. Scoggins, III, as Successor Trustee.





Notary Public - State of Oregon

EXHIBIT A

Real Property

A parcel of land located in the E1/2 of the NE1/4 and Government Lot 6 of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and being a portion of that Parcel described in Book 135 Page 543, Deed Records of Coos County, Oregon, lying West of Parcel 2 of Partition 1995 #46 and lying North and East of the following described line:

Beginning at an iron pipe at the most Northerly corner of that parcel described in Microfilm Reel No. 72-11-79109 from which the Northeast corner of said Section 30 bears N74°35'29"E a distance of 2298.93 feet; thence S41°25'E a distance of 250.00 feet; thence S47°35'W a distance of 301.65 feet to a point on the easterly boundary of the County Road (now East Bay Road); thence S43°57'E along said boundary a distance of 30.00 feet to the Northwesterly corner of that parcel described in Microfilm Reel No. 72-6-7055; thence leaving said boundary N47°35'E a distance of 209.25 feet; thence S48°38'42"E a distance of 380.42 feet to a point on the Northwesterly boundary of that parcel described in Book 281 Page 708; thence N28°12'E a distance of 208.0 feet; thence S63°31'33"E a distance of 417.27 feet to a point determined by Tony Hostetter, LS 1975 in CS# 11A87 recorded in the Coos County Surveyor's Office; thence S63°26'51"E a distance of 173.39 feet to a 5/8" rebar; thence S50°19'58"E a distance of 183.94 feet to a 5/8" rebar; thence S27°46'44"W a distance of 489.97 feet to a 5/8" rebar on the Northerly boundary of East Bay Drive.

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 30 T25S R13W W.M.
COOS COUNTY

1" = 100'

25S 12W 30
& INDEX
COOS BAY

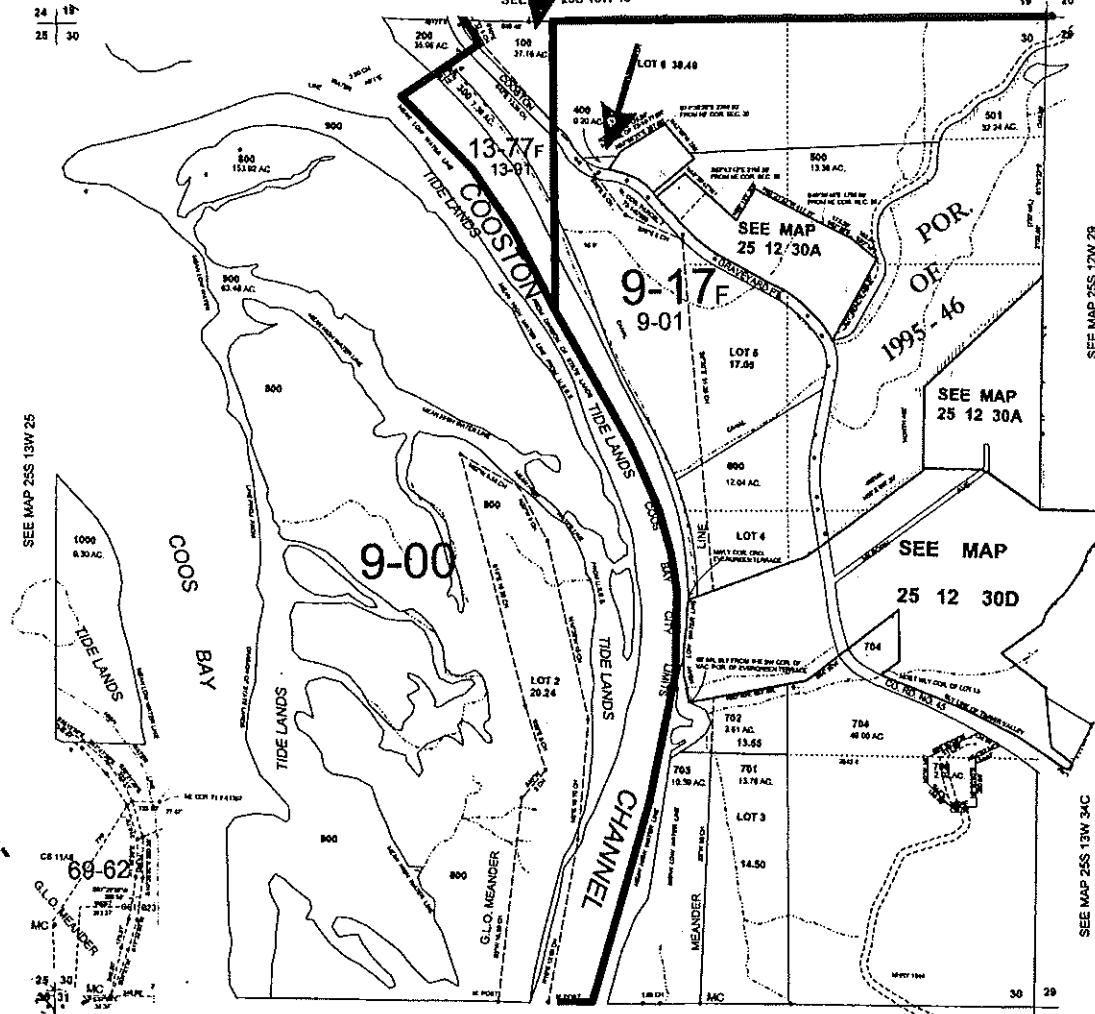
CANCELLED NO.

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- 101
- 1199L
- 1002
- 1100
- 1101
- 1102
- 502
- 999 Z1

24 18
25 30

SEE 25S 13W 19

19 20



SEE MAP 25S 13W 25

SEE MAP 25S 12W 29

SEE MAP 25S 12W 29CB

SEE MAP 25S 13W 34C

SEE MAP 25S 13W 31B

SEE MAP 25S 12W 31

31 32

12-28-2016
25S 12W 30
& INDEX
COOS BAY

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 SEE MAP 25 12 19

N

Township _____ Range _____ Section _____

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TICOR TITLE COMPANY

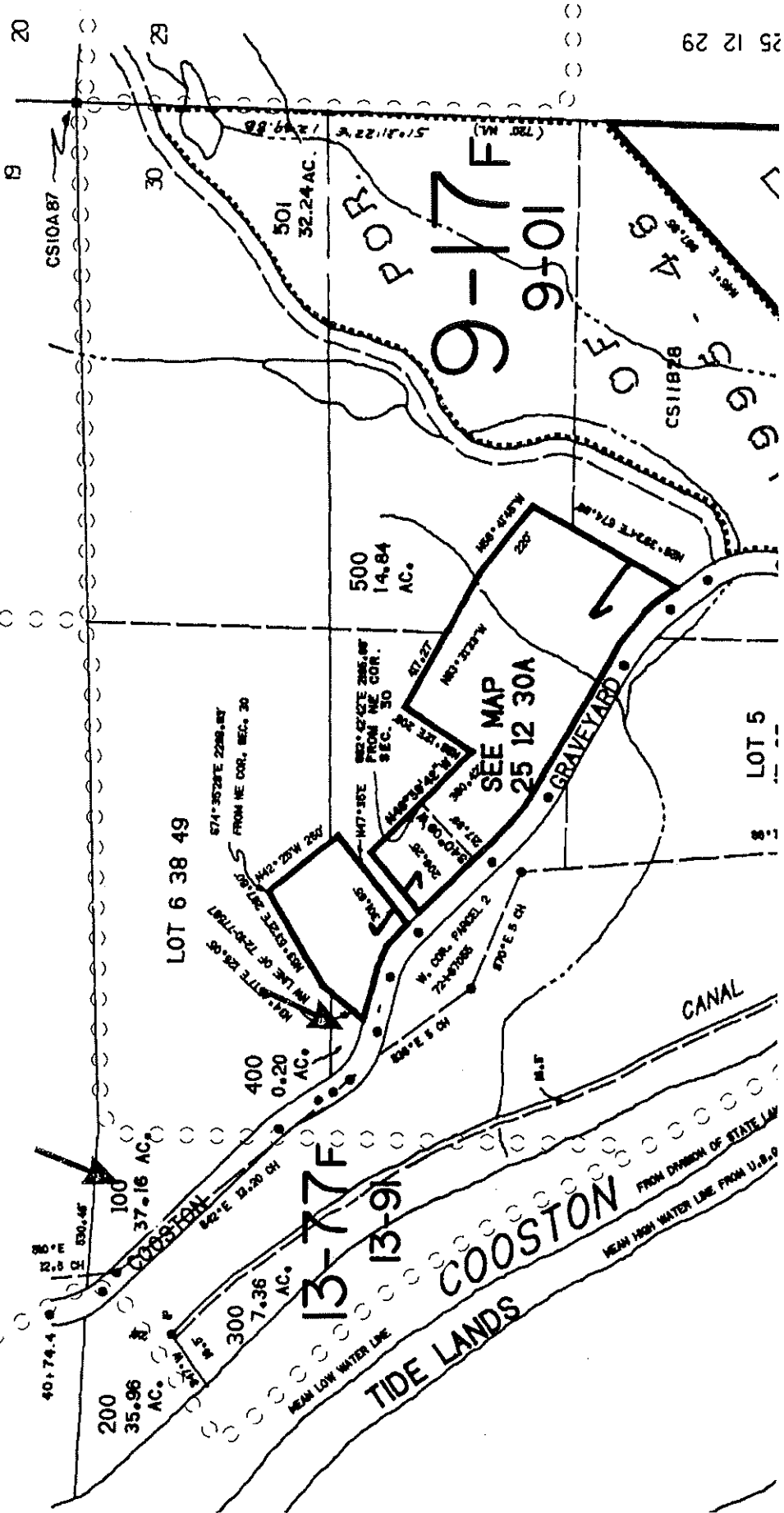
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Township _____ Range _____ Section _____

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TICOR TITLE COMPANY SEE MAP 25 12 19

N

Township _____ Range _____ Section _____

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TICOR TITLE COMPANY

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WARRANTY DEED

VIOLA JEAN FRANSDEN LILIENTHAL, aka Jean Lilienthal, as to a 53.125% interest, MARY MARTHA SHELTON, aka Mary Shelton, as to a 15.625% interest, CAROLE LILIENTHAL, aka Carole Ann McDonald, as to a 15.625% interest, and LAURIE LEE LILIENTHAL, aka Laurie Lilienthal, as to a 15.625% interest, all as tenants-in-common, and all collectively referred to as Grantors, convey and warrant to KENNETH ELDON SHELTON and MARY MARTHA SHELTON (aka Mary Shelton), husband and wife, Grantees, the real property set forth on Exhibit "A" that is attached hereto and by this reference made a part hereof, subject to the matters set forth on Exhibit "B" that is attached hereto and by this reference made a part hereof.

The true and actual consideration for this conveyance stated in terms of dollars is: None.

Until a change is requested, all future tax statements are to be sent to KENNETH ELDON SHELTON and MARY MARTHA SHELTON, 9027 E. Bay Drive, North Bend, OR 97459.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Dated this _____ day of _____, 1991.

State of Oregon
County of Coos 91-04-1017

I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at
3:38 pm April 30, 1991

By M. Wilson Deputy
#pages 4 - Fees 42-

Viola Jean Frandsen Lilienthal
VIOLA JEAN FRANSDEN LILIENTHAL,
aka Jean Lilienthal

Mary Martha Shelton
MARY MARTHA SHELTON,
aka Mary Shelton

Carole Lilienthal
CAROLE LILIENTHAL,
aka Carole Ann McDonald

Laurie Lee Lilienthal
LAURIE LEE LILIENTHAL,
aka Laurie Lilienthal

Donald H. Landes
Attorney At Law
P.O. Box 966
Coos Bay, OR 97420
269-5767
OSB #74162

WARRANTY DEED -1

STATE OF OREGON)
County of Coos) ss.

Personally appeared before me this 25th day of April, 1991, the above-named VIOLA JEAN FRANSEN LILIENTHAL, aka Jean Lilienthal, and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

Diane Romines
DIANE ROMINES
NOTARY PUBLIC - OREGON
Notary Public for Oregon
My Commission Expires 8-2-94

STATE OF OREGON)
County of Coos) ss.

Personally appeared before me this 25th day of April, 1991, the above-named MARY MARTHA SHELTON, aka Mary Shelton, and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

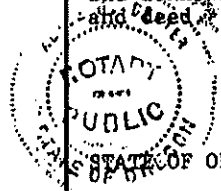
Diane Romines
DIANE ROMINES
NOTARY PUBLIC - OREGON
Notary Public for Oregon
My Commission Expires 8-2-94

STATE OF OREGON)
County of Coos) ss.

Personally appeared before me this 25 day of April, 1991, the above-named CAROLE LILIENTHAL, aka Carole Ann McDonald, and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

Alvin H. Ouster
Notary Public for Oregon
My Commission Expires: 3-2-92

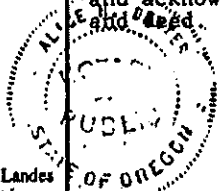


STATE OF OREGON)
County of Coos) ss.

Personally appeared before me this 25 day of April, 1991, the above-named LAURIE LEE LILIENTHAL, aka Laurie Lilienthal, and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

Alvin H. Ouster
Notary Public for Oregon
My Commission Expires: 3-2-92



Donald H. Landes
Attorney At Law
P.O. Box 966
Coos Bay, OR 97420
269-5767
OSB #74182

WARRANTY DEED -2

EXHIBIT "A"

A portion of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as: beginning at the NE Corner of said Section 30; thence West along the North line of said Section 30 to the Northeasterly edge of East Bay Drive (County Road No. 45); thence Southeasterly along the Northeasterly edge of said County Road to a point from which the NE Corner of said Section 30 bears N 30° 11' 44" E 2167.63 feet (said point also being along the Easterly edge of a private roadway); thence along the Easterly edge of said roadway as follows: N 36° 25' 51" E 252.95 feet to an Iron Rod; thence N 29° 28' 28" E 210.00 feet to the beginning of a 137.94 foot radius curve to the left; thence 95.93 feet along said curve through a central angle of 39° 50' 52"; thence N 10° 22' 21" W 180.00 feet to the beginning of a 107.83 foot radius curve to the right; thence 124.18 feet along said curve through a central angle of 65° 57' 18"; thence N 55° 34' 54" E 177.00 feet to the beginning of a 244.98 foot radius curve to the left; thence 190.60 feet along said curve through a central angle of 44° 24' 39"; thence N 11° 10' 45" E 157.89 feet; thence N 51° 26' 41" E 428.39 feet to an Iron Rod; thence N 39° 38' 39" E 227.27 feet to an Iron Rod; thence East 46.38 feet, more or less, to the East line of said Section 30; thence N 01° 31' 22" W 240.08 feet, more or less, to the NE corner of said Section 30, the point of beginning.

Excepting therefrom the following parcels of record:

Parcel described in Vol 240, Pages 305, 307 & 309, Coos County Deed Records;

Parcel described in Vol 281, Page 708, Coos County Deed Records;

Parcel described in Deed No. 72-6-7055, Coos County Deed Records; and

Parcel described in Deed No. 72-11-79109, Coos County Deed Records.

Account no.'s 2916.00; 2916.90; 2916.91 and 2915.00

72-1-67055

Exhibit "A"

Exhibit "B"

1. 1990-91 taxes in the amount of \$815.86 unpaid, plus interest.
Account no. 2916.91 Code 9.17 Map 25-12-30 TL 100

1990-91 mobile home taxes in the amount of \$442.71, of which the balance of \$295.14 remains unpaid, plus interest.
Account no. X-130377

2. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1968 in which the land was subject to the special land use assessment.

3. The assessment roll and the tax roll disclose that the within described premises were specially assessed as timber land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five years or lesser number of years.

4. Rights of the public in and to that portion of the herein described property lying within the boundaries of roads and roadways.

5. Easement, including the terms and provisions thereof, conveyed to West Coast Telephone Company by instrument recorded February 18, 1954 in Volume 232, page 211, Deed Records of Coos County, Oregon.

6. Easement, including the terms and provisions thereof, conveyed to The United States of America and its assigns by instrument recorded January 14, 1959 in Volume 269, Page 546, Deed Records of Coos County, Oregon.

7. Easement, including the terms and provisions thereof, conveyed to Pacific Power & Light Company by instrument recorded June 22, 1976 as microfilm no. 76-6-9222, records of Coos County, Oregon.

8. Subject to conditions, restrictions and easements, including the terms and provisions thereof, as set forth on minor partition recorded December 13, 1984 as microfilm no. 84-5-7150, records of Coos County, Oregon.

9. State of Oregon, Department of Revenue Warrant No. DI-87-177923 against Laurie L. Lillienthal in the amount of \$653.14 plus interest & costs, filed January 25, 1990 as microfilm no. 90-1-1478, records of Coos County, Oregon.

10. State of Oregon, Department of Revenue Warrant No. DI-88-179631 against Laurie L. Lillienthal in the amount of \$827.17 plus interest & costs, filed March 14, 1990 as microfilm no. 90-3-0839, records of Coos County, Oregon.

Sect 92-01-385
Sect 91-07-0984
0984

Exhibit "B"

WILLAMETTE VALLEY TITLE CO.
144035

1893

WARRANTY DEED

THIS INDENTURE WITNESSETH: That we, HERMAN V. LILIENTHAL and MARGIE G. LILIENTHAL (by and through her attorney-in-fact, Herman V. Lilienthal), Husband and Wife, THE GRANTORS,

in consideration of TEN DOLLARS (\$10.00) and other valuable considerations to us paid, do grant, bargain, sell and convey unto

AUSTIN A. McADAMS and ELLA N. McADAMS, Husband and Wife, as tenants by the entirety, THE GRANTEES,

the following described real property in Coos County, Oregon, together with its tenements, hereditaments and appurtenances, and to-wit:



Beginning at an iron pipe driven in the ground from which the Northeast corner of Section 30, Township 25 South, Range 12 West of Willamette Meridian bears North 40 degrees 51' 20" East a distance of 1,903.79 feet. Thence on a bearing of North 57 degrees 43' 47" West a distance of 225.20 feet. Thence on a bearing of South 28 degrees 12' West a distance of 208.00 feet to the Northeasterly right-of-way line of the Graveyard Point County Road. Said point being 30.0 feet distant Northeasterly when measured at right-angles to the center-line of said county road. Thence along the right-of-way of said county road on the arc of a 829.68 foot radius curve to the right (the long chord of which bears South 57 degrees 23' East a distance of 5.48 feet) a distance of 5.49 feet through a central angle of 00 degrees 22' 37" to the end of the curve. Thence continuing along the right-of-way line of the County road on a bearing of South 57 degrees 12' East a distance of 100.67 feet to the beginning of a curve to the right. Thence along the arc of a 324.34 foot radius curve to the right (the long chord of which bears South 48 degrees 27' 30" East a distance of 98.57 feet) a distance of 98.97 feet through a central angle of 17 degrees 29' to the end of the curve. Thence on a bearing of South 39 degrees 43' East a distance of 31.52 feet. Thence leaving the county road right-of-way on a bearing of North 26 degrees 39' 34" East a distance of 235.20 feet to the place of beginning.

Containing 1.11 Acres, more or less, and being a portion of Government Lot #5 and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 25 South, Range 12 West of Willamette Meridian, Coos County, Oregon.

Subject to existing rights-of-ways.

Be it also known that said real property is subject to and has the benefit of the following restrictions and conditions.

1. That no buildings shall be erected upon said premises to be used as a dwelling house of an insurable value of less than \$5,000.00.
2. That good and substantial fences or a fence shall be erected and maintained around the above described real property by the grantees, heirs, successors or assigns.

The foregoing restrictions and conditions shall be covenants running with the land, and shall operate for the benefit of and may be enforced by the grantees or grantors, their heirs, successors or assigns, or the owner or owners of the adjoining property.

14
S/LA

240 306

TO HAVE AND TO HOLD said premises unto said grantees, and/or survivor of either, heirs and assigns, forever.

The Grantors covenant to and with said grantees, heirs and assigns, that they are the owners in fee simple of said premises, and that the same are free from encumbrance, and that they will warrant and defend said premises from any and all lawful claims and demands whatsoever, except as aforesaid.

20th IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of October, 1953.

HERMAN V. LILIENTHAL (SEAL)
Herman V. Lilienthal
MARGIE G. LILIENTHAL (SEAL)
Margie G. Lilienthal
By *Herman V. Lilienthal*
Her Attorney-in-Fact

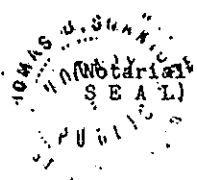
STATE OF OREGON }
COUNTY OF COOS } ss.

On this the 20th day of October, 1953, before me, a Notary Public for Oregon, the undersigned officer, personally appeared:

HERMAN V. LILIENTHAL and MARGIE G. LILIENTHAL,
Husband and Wife,

the latter by her attorney-in-fact, Herman V. Lilienthal, who are known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the purposes therein, and in the capacity therein stated, as the act of his principal, and as an individual.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Thomas P. Huntington

Notary Public for Oregon
My Commission expires August 28, 1954

Recorded
Georgianna Vaughan, County Clerk

90162

Vol. 240 p. 307

WARRANTY DEED

THIS INDENTURE WITNESSETH: That We, AUSTIN A. McADAMS and ELLA N. McADAMS, husband and wife, THE GRANTORS, in consideration of TEN DOLLARS, and other valuable considerations, to us paid, do grant, bargain, sell and convey unto

ROBERT W. RANKIN and HAZEL G. RANKIN, husband and wife, as tenants by the Entirety, THE GRANTEEES,

the following described real property in Coos County, Oregon, together with its tenements, hereditaments and appurtenances, and to-wit:

Beginning at an iron pipe driven in the ground from which the Northeast corner of Section 30, Township 25 South, Range 12 West of Willamette Meridian bears North 40 degrees 51' 20" East a distance 1,903.79 feet. Thence on a bearing of North 57 Degrees 43' 47" West a distance of 225.20 feet. Thence on a bearing of South 28 Degrees 12' West a distance of 208.00 feet to the Northeastly right-of-way line of the Graveyard Point County Road. Said point being 30.0 feet distant Northeastly when measured at right-angles to the center line of said County Road. Thence along the right-of-way of said county road on the arc of a 829.68 foot radius curve to the right (the long chord of which bears South 57 Degrees 23' East a distance of 5.48 feet) a distance of 5.49 feet through a central angle of 00 degrees 22' 37" to the end of the curve. Thence continuing along the right-of-way line of the County Road on a bearing of South 57 Degrees 12' East a distance of 100.67 feet to the beginning of a curve to the right. Thence along the arc of a 324.34 foot radius curve to the right (the long chord of which bears South 48 Degrees 27' 30" East a distance of 98.57 feet) a distance of 98.9" feet through a central angle of 17 Degrees 29' to the end of the curve. Thence on a bearing of South 39 Degrees 43' East a distance of 31.52 feet. Thence leaving the County Road right-of-way on a bearing of North 26 Degrees 39' 34" East a distance of 235.20 feet to the place of beginning.

Containing 1.11 acres more or less and being a portion of Gov't Lot #75 and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 25 South, Range 12 West of Willamette Meridian, Coos County, Oregon.

Subject to Existing Rights-of-Way.

And it is covenanted that said real property is subject to and has the benefit of the following restrictions and conditions:

1. That no building shall be erected upon said premises to be used as a dwelling house of an insurable value of less than \$5,000.00.

2. That no substantial fences or a fence shall be erected or maintained around the above described real property by the Grantees, their heirs, personal representatives or assigns.

3. That the above restrictions and conditions shall be covenants running with the land, and shall operate for the benefit of and may be enforced by the heirs, personal representatives or assigns, their heirs, personal representatives or assigns, and the owners of the adjoining property.



248-308

DEED: page 2.

TO HAVE AND TO HOLD said premises unto said Grantees, and/or survivor of either, heirs and assigns forever.

The Grantors covenant to and with said Grantees, heirs and assigns, that they are the owners in fee simple of said premises, and that the same are free from encumbrance, and that they will warrant and defend said premises from any and all lawful claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of March, 1955.

Austin A. McAdams
AUSTIN A. McADAMS (SEAL)
Ella N. McAdams
ELLA N. McADAMS (SEAL)

STATE OF OREGON }
COUNTY OF COOS } SS.

On this the 12th day of March, 1955, before me, a Notary Public for Oregon, the undersigned officer, personally appeared:

AUSTIN A. McADAMS and ELLA N. McADAMS, husband and wife,

who are known to me to be the identical persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that each of them executed the same freely and voluntarily for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(NOTARIAL SEAL)

Thomas Stanton
Notary Public for Oregon
My Commission Expires August 22, 1958.

Recorded—
Georgianna Vaughan, County Clerk

90183

Vol 240 No 309

WARRANTY DEED

THIS INDENTURE WITNESSETH: That I, HERMAN V. LILIENTHAL,
 A single man, THE GRANTOR,
 in consideration of TEN DOLLARS, and other valuable considera-
 tions, to me paid, do grant, bargain, sell and convey unto
 ROBERT W. RANKIN and HAZEL G. RANKIN, Husband and
 wife, as tenants by the entirety, THE GRANTEES,
 the following described real property, in Coos County, Oregon,
 together with its tenements, hereditaments and appurtenances, and
 to-wit:



Beginning at an iron pipe driven in the ground from which the
 Northeast corner of Section 30, Township 25 South, Range 12
 West of Willamette Meridian, bears North 40 degrees 51' East
 a distance of 1,903.79 feet. Thence on a bearing of North 26
 degrees 39' 34" East a distance of 204.49 feet. Thence on a
 bearing of North 56 degrees 41' 45" West a distance of 220.00
 feet. Thence on a bearing of South 28 degrees 12' West a dis-
 tance of 208.00 feet. Thence on a bearing of South 57 degrees
 43' 47" East a distance of 225.20 feet to the place of beginning.

Containing 1.05 acres more or less, and being a portion of Govern-
 ment Lots #6 and #5 and a portion of the Northeast Quarter of the
 Northeast Quarter, and a portion of the Southeast Quarter of the
 Northeast Quarter, all in Section 30, Township 25 South, Range 12
 West of Willamette Meridian, Coos County, Oregon.

400
 N 1/2

Subject to existing rights-of-way.

Together with and including and easement for water line over and
 across the adjoining and abutting property owned by the Grantor; such
 water line to be over and across said property on a line designated by
 agreement between the parties hereto, and the water line to be buried
 to sufficient depth so as not to interfere with the use of the land by
 the Grantors.

Be it also known that said real property is subject to and has the
 benefit of the following restrictions and conditions:

1. That no buildings shall be erected upon said premises to be
 used as a dwelling house of an insurable value of less than \$5,000.00.
2. That good and substantial fences or a fence shall be erected
 and maintained around the above described real property by the grantees,
 heirs, successors or assigns.

The foregoing restrictions and conditions shall be covenants running
 with the land, and shall operate for the benefit of and may be enforced
 by the grantor or grantor, their heirs, successors or assigns, or the
 heirs or owners of the adjacent property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of _____, 19____.

wa 240 not 310

The Grantor covenants to and with said grantees, heirs and assigns, that he is the owner in fee simple of said premises, and that the same are free from encumbrance, and that he will warrant and defend said premises from any and all lawful claims and demands whatsoever, except as aforesaid.

12th IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of March, 1955.

Herman V. Lillenthal
HERMAN V. LILLENTHAL (SEAL)

STATE OF OREGON }
COUNTY OF COOS }) SS.

On this the 12th day of March, 1955, before me, a Notary Public for Oregon, the undersigned officer, personally appeared

HERMAN V. LILLENTHAL, a single man,

known to me to be the identical persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Thomas B. Sinton

(Notarial
S E A L)

Notary Public for Oregon
My Commission expires August 30, 1958

Recorded—
Georgianna Vaughan, County Clerk

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That we, HERMAN V. LILIENTHAL and JEAN LILIENTHAL, Husband and wife, the Grantors, in consideration of TEN DOLLARS (\$10.00), and other valuable considerations, to us paid by JAMES EDWARD RONNING and SONORA L. RONNING, Husband and wife, grantees, do hereby grant, bargain, sell and convey unto the said grantees, as tenants by the entirety, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Coos and State of Oregon, bounded and described as follows, to-wit:

5

Beginning at an iron pipe driven in the ground from which the Northeast corner of Section 30, Township 25 South, Range 12 West of Willamette Meridian, bears North 49 degrees 38' 40" East a distance of 1,755.09 feet, thence on a bearing of North 63 degrees 31' 33" West a distance of 417.27 feet. Thence on a bearing of South 28 degrees 12' West a distance of 513.73 feet to the Northeastly right-of-way line of the Graveyard Point County Road. Said point being 30 feet distant Northeastly when measured at right-angles to the center-line of said county road. Thence along the right-of-way line of said county road on the arc of a 514.34 foot radius curve to the left (the long chord of which bears South 63 degrees 23' East a distance of 14.97 feet) a distance of 15.00 feet through a central angle of 01 degrees 40' 15", to the end of the curve. Thence continuing along the right-of-way line on a bearing of South 64 degrees 03' East a distance of 308.70 feet to the beginning of a curve to the right. Thence along the arc of a 829.08 foot radius curve to the right (the long chord of which bears South 60 degrees 26' West a distance of 93.69 feet) a distance of 93.74 feet through a central angle of 06 degrees 28' 23".

Thence leaving the said county road right-of-way on a bearing of North 28 degrees 12' East a distance of 416.00 feet to the place of beginning.

Containing 3.95 acres more or less, and being a portion of Government Lot #6 and Government Lot #5 in Section 30, Township 25 South, Range 12 West of Willamette Meridian, Coos County, Oregon. The Grantees are to build and maintain own fences around said property.

To Have and to hold the above described and granted premises unto the said grantees as tenants by the entirety, their heirs and assigns forever.

And we, the grantors, covenant that we are lawfully seized in fee simple of the above granted premises free from all incumbrances, and that we will and our 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.

Witness our hands and seals this 5th day of November, 1960.



Herman V. Lilienthal
HERMAN V. LILIENTHAL (SEAL)
Jean Lilienthal
JEAN LILIENTHAL (SEAL)

STATE OF OREGON)
) SS.
COUNTY OF COOS.

On this 5th day of November, 1960, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HERMAN V. LILIENTHAL and JEAN LILIENTHAL, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day and year last above written.

Thomas B. Bunker

72 1 67055

KNOW ALL MEN BY THESE PRESENTS, That HAROLD J. FOSTER, a single man

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by RALPH GONDE and NEVA C. GONDE

husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of COOS, State of Oregon, described as follows, to-wit: PARCEL 1:

Beginning at an iron pipe driven in the ground from which the Northeast corner of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon bears North 62° 42' 42" East 2195.69 feet; thence South 40° 09' 42" West 217.89 feet to the Northeasterly right of way line of the Graveyard Point County Road said point being 30.0 feet distant Northeasterly when measured at right angles to the center line of said County Road; thence along said County Road right of way line South 40° 10' East 115.59 feet to the beginning of a curve to the left; thence along the arc of a 514.34 foot radius curve to the left (the long chord of which bears South 56° 46' 22" East 118.34 feet) a distance of 118.61 feet, through a central angle of 13° 12' 45"; thence leaving said County Road right of way line (Legal description continued on back)

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances NONE

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 6,750.00

In construing this deed and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on the 4 day of December, 1971; if the grantor is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

Harold J. Foster
Harold J. Foster

STATE OF OREGON, County of COOS, December 4, 1971. Personally appeared the above named HAROLD J. FOSTER and acknowledged the foregoing instrument to be his voluntary act and deed.

STATE OF OREGON, County of _____, 19____. Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: Mary L. Orr
Notary Public for Oregon
My commission expires: 12-15-74

Notary Public for Oregon
My commission expires: _____ (OFFICIAL SEAL)

NOTE—The emblems between the symbols Ⓢ, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

TO _____
AFTER RECORDING RETURN TO _____
RECORDED BY **PN TI**
Coos County Branch

6627 7601 67055-56
State of Oregon
County of Coos
I hereby certify that the within instrument was filed for record
JAN 6 1972 9:00 AM
and recorded in Book of Records
Microfilm Reel No. 78-1-6-7755-56
of said County.
WITNESS my hand and Seal of County
By [Signature] Coos County Clerk
Deputy
Return to PMTI
Fee 3.00

4

72 1 67056

200
N
1/2
North 28° 12' East 205.73 feet; thence North 48° 39' 42" West 190.21 feet to the place of beginning, being a portion of Government Lot 6 of said Section 30. PARCEL 2: Beginning at an iron pipe driven in the ground from which the Northeast corner of Section 30, Township 25 South, Range 12 West of the Willamette Meridian; Coos County, Oregon bears North 62° 42' 42" East 2195.69 feet; thence North 48° 39' 42" West 190.21 feet; thence South 47° 35' West 209.26 feet to the Northeasterly right of way line of the Graveyard Point County Road, said point being 30.0 feet distant Northeasterly when measured at right angles to the center line of said County Road; thence along said right of way line South 43° 57' East 66.55 feet to the beginning of a curve to the left; thence on the arc of a 1463.14 foot radius curve to the left (the long chord of which bears South 46° 43' 30" East 133.17 feet) a distance of 133.21 feet through a central angle of 05° 13'; thence South 49° 10' East 18 feet; thence leaving the County Road right of way North 40° 09' 42" East 217.89 feet to the place of beginning, being a portion of Government Lot 6 of said Section 30.

KNOW ALL MEN BY THESE PRESENTS, That JUSTROM & STROMME, REALTORS, a co-partnership comprised of GORDON A. JUSTROM and DELORIS A. STROMME, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by MICHAEL P. BOEHME and MARY ANN BOEHME, husband and wife

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Coos and State of Oregon, described as follows, to-wit:

A tract of land located in Lot 4, Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at an iron pipe driven in the ground from which the Northeast corner of said Section 30 bears North 74° 35' 29" East 2,298.93 feet; thence on a bearing of South 53° 53' 21" West 287.60 feet; thence bearing South 34° 45' 17" West 125.05 feet to the Northerly right of way line of the Graveyard Point County Road; said point being 30 feet distant Northerly when measured at right angles to the center line of said road; thence along the Northerly right of way line of said County Road on the arc of a 394.71 foot radius curve to the right (the long chord of which bears South 76° 53' East 122.59 feet) a distance of 123.08 feet through a central angle of 17° 52'; thence on the arc of a 401.52 foot radius curve to the right (the long chord of which bears South 55° 57' East 157.12 feet) a distance of 158.14 feet through a central angle of 22° 34'; thence leaving the County Road right of way on a bearing of North 47° 35' East 301.65 feet; thence on a bearing of North 42° 25' West 250 feet to the place of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances EXCEPTING: Perpetual right of way and easement granted West Coast Telephone Company, conditions and covenants concerning value of dwelling house and construction of fences

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 27,750.00

~~PERSONS WHOSE NAMES ARE LISTED IN THIS INSTRUMENT ARE NOT NECESSARILY PARTIES TO THIS INSTRUMENT AND THEIR NAMES ARE LISTED ONLY FOR INFORMATION.~~

In construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 23 day of July, 1972

Gordon A. Justrom
Gordon A. Justrom
Deloris A. Stromme
Deloris A. Stromme

STATE OF OREGON, County of Coos) ss. 23 July 1972
Personally appeared the above named JUSTROM & STROMME, REALTORS, a co-partnership comprised of GORDON A. JUSTROM and DELORIS A. STROMME

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

Before me: *Mary L. Orr*
Notary Public for Oregon
My commission expires 12/31/74

NOTE: The sentence expressing the symbols (S), if not applicable, should be deleted, see Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

TO

AFTER RECORDING RETURN TO
RECORDED BY



Coos County Branch

72-11-79109

State of Oregon
County of Coos
I hereby certify that the within instrument
was filed for record

May 22 8 56 AM '72

Recorded in Book of Records
Section No. 122
Page No. 222
Witness my hand and Seal of County
of Coos, Oregon, this 22nd day of May
1972.
By *Mary L. Orr*
Deputy

Return to *J. A. T.*

Fee *1.25*

3

Property Line Adjustment Deed

KENNETH ELDON SHELTON AND MARY MARTHA SHELTON, HUSBAND AND WIFE (T.L. 500 25-12-30), Grantors, conveys and warrants to **BRUCE EDWARD DAVIS AND DONNA LEE BORDEAUX (T.L. 400 25-12-30A)**, Grantees, the following described real property in Coos County, ;

Beginning at the Northeast Section Corner of Section 30, Township 25 South, Range 12 West, W.M. thence South 46° 04' 39" West for 1660.95 feet, said point being the True Point Of Beginning; thence South 63° 26' 51" East for 173.39 feet; thence South 50° 19' 58" East for 183.94 feet; thence South 27° 46' 44" West for 489.97 feet the East right-of way boundary of East Bay Road ; thence Northwesterly along said right-of-way for a distance of 141.78 feet; thence leaving said right-of way North 26° 39' 34" East for 439.69 feet; thence North 56° 41' 45" West for 220.00 feet, to the True Point of Beginning, the Area being 1.455 Acres.

THE ADJUSTED LINE IS DESCRIBED AS FOLLOWS:

Beginning at the Northeast Section Corner of Section 30, Township 25 South, Range 12 West, W.M. thence South 46° 04' 39" West for 1660.95 feet, said point being the True Point Of Beginning; thence South 63° 26' 51" East for 173.39 feet; thence South 50° 19' 58" East for 183.94 feet; thence South 27° 46' 44" West for 489.97 feet the East right-of way boundary of East Bay Road ;

LEGAL DESCRIPTION OF ADJUSTED PARCEL T.L. 400, 25-12-30A:

Beginning at the Northeast Section Corner of Section 30, Township 25 South, Range 12 West, W.M. thence South 46° 04' 39" West for 1660.95 feet, said point being the True Point Of Beginning; thence South 63° 26' 51" East for 173.39 feet; thence South 50° 19' 58" East for 183.94 feet; thence South 27° 46' 44" West for 489.97 feet the East right-of way boundary of East Bay Road ; thence Northwesterly along said right-of-way for a distance of 380.53 feet; thence leaving said right-of way North 28° 31' 51" East for 416.93 feet; to the Point of Beginning, the Area being 3.64 Acres.

Coos County real property tax account # **291505 and 291502**

The true and actual consideration for this conveyance is \$ **1,000.00**.

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

1. The names of the parties to this deed are as set forth above.
2. The deed hereby Grantor acquired title to the transferred property is recorded as **91-04-1017**.
3. The deed whereby Grantee acquired title to the property to which the transferred property is joined is recorded as **2001-13903**.
4. The survey and monumentation, as required by ORS 92.060 and 209.250 were done by Tony Hostetter. The survey plat is filed in the Coos County Surveyor's Records, **Map No. 11 a 87**.

**After recording return to and send tax statements to: Bruce and Donna Davis
P.O. Box 142
North Bend, OR 97459**

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

COOS COUNTY, OREGON **2014-05925**
\$56.00 **07/30/2014 01:28:42 PM**
Pgs=3



Terr L. Turl, Coos County Clerk

Now
Part of
30A
400

Dated this 29 day of July, 2014

GRANTORS:

**Kenneth Eldon Shelton
Mary Martha Shelton
63733 East Bay Rd.
North Bend, OR 97459**

Kenneth Eldon Shelton
Kenneth Eldon Shelton
Mary Martha Shelton
Mary Martha Shelton

STATE OF OREGON)
) ss.
County of Coos)

This instrument was acknowledged before me on 29TH July 2014 by LISA A. KELLING



Lisa A. Kelling
Notary public for Oregon
My Commission Expires: 12/03/2017

ACCEPTANCE

The undersigned grantee (s) hereby accept (s) this property line adjustment deed and signs this acceptance in accordance with ORS 92.190 (4).

GRANTEE:

**Bruce Edward Davis
Donna Lee Bordeaux
P.O. Box 142
North Bend, OR 97459**

Bruce Edward Davis
Bruce Edward Davis
Donna Lee Bordeaux
Donna Lee Bordeaux

STATE OF OREGON)
) ss.
County of Coos)

This instrument was acknowledged before me on 29TH July 2014 by LISA A. KELLING



Lisa A. Kelling
Notary public for Oregon
My Commission Expires: 12/03/2017

PROPERTY LINE ADJUSTMENT SURVEY

NE 1/4 SECTION 30, T25S, R12W, W.M.
COOS COUNTY, OREGON

JUNE 2014

SURVEY BY:
HOSTETTER LAND SURVEYING
63538 PINTAIL DR.
COOS BAY, OREGON 97420

SURVEY FOR:
BRUCE AND DONNA DAVIS
PO BOX 142
NORTH BEND, OREGON 97459

FOUND AS DESCRIBED BY
SIEDELL 2010 (BOOK 25, PG. 52)

19 20
30 29

COOS COUNTY SURVEYOR

DATE RECEIVED _____

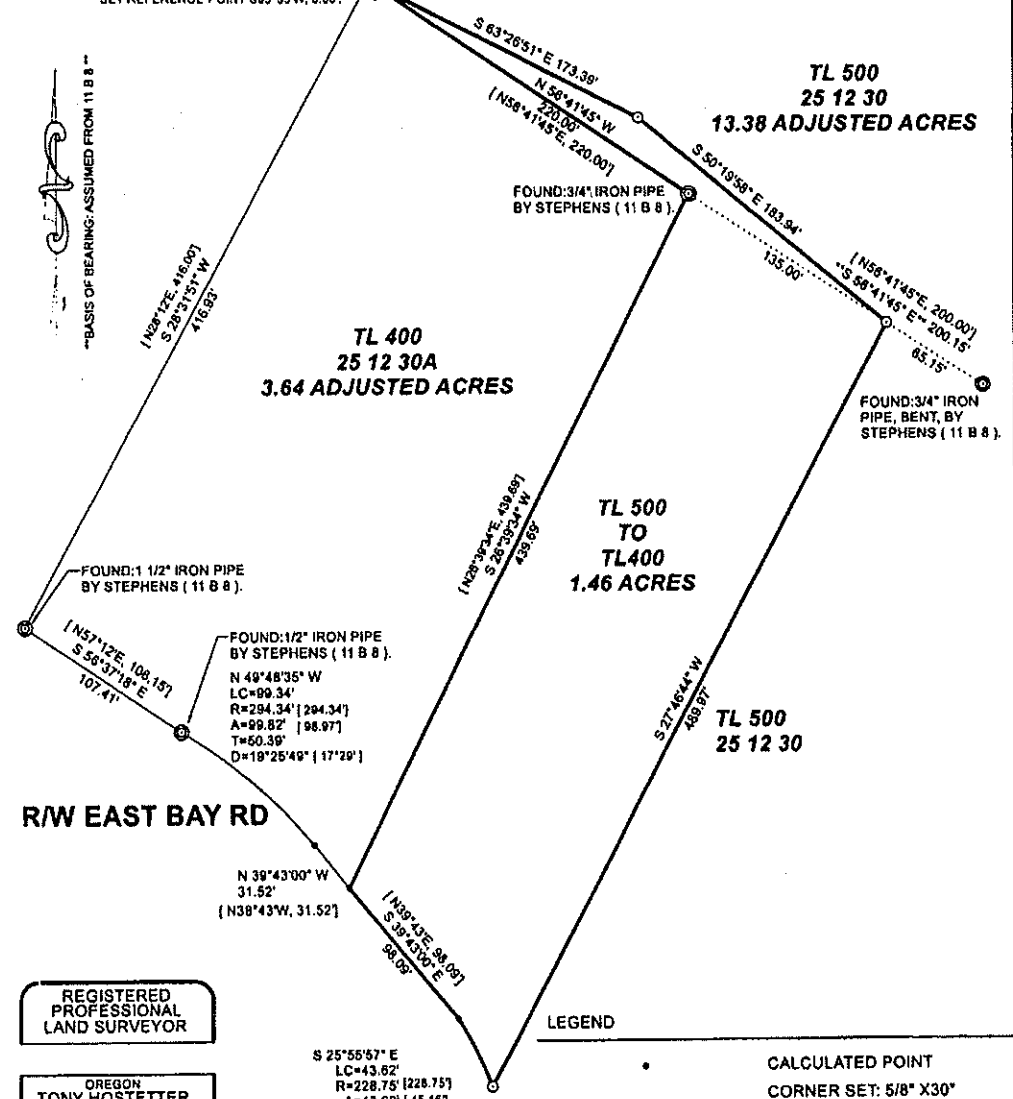
DATE RECEIVED _____

COOS COUNTY SURVEYOR

NARRATIVE:
THE PURPOSE OF THIS SURVEY WAS TO ADJUST THE BOUNDARIES BETWEEN TL 400 25 12 30A AND TL 500 25 12 30 AS SHOWN.
THIS SURVEY IS BASED ON A 1953 PLAT WHICH WAS DONE BY C.A. STEPHENS (11 B 8) WHICH ALSO SERVED AS BASIS OF BEARING.
EQUIPMENT: NIKON NIVO 5C TOTAL STATION.

UNABLE TO SET ACTUAL CORNER POINT,
SET REFERENCE POINT S63°33'W, 3.05'

BASIS OF BEARING: ASSUMED FROM 11 B 8



**TL 400
25 12 30A
3.64 ADJUSTED ACRES**

**TL 500
25 12 30
13.38 ADJUSTED ACRES**

**TL 500
TO
TL 400
1.46 ACRES**

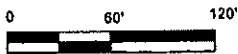
**TL 500
25 12 30**

R/W EAST BAY RD

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
TONY HOSTETTER
January 18, 1982
LICENSE #1975

EXPIRES: 6/30/15



S 25°55'57" E
LC=43.82
R=228.75 [228.75]
A=43.69° [45.16]
T=21.91
D=10°56'35" [10°00']

LEGEND

- CALCULATED POINT
- CORNER SET: 5/8" X30" IRON ROD W/PLASTIC CAP MARKED "HOSTETTER LS 1975"
- ⊙ CORNER FOUND
- [N56°41'45"E, 200.00'] SURVEY RECORD: 1953 BY C.A. STEPHENS (11 B 8)

11 A 87

AFTER RECORDED RETURN TO:

Kenneth Vernon Shelton &
Kasey Lee Fellows
63733 East Bay Road
North Bend, OR 97459



00088262201800116460020022

DEBBIE HELLER, CCC, COOS COUNTY CLERK

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

Kenneth Vernon Shelton &
Kasey Lee Fellows
63733 East Bay Road
North Bend, OR 97459

CONSIDERATION:

The true consideration for this conveyance is \$ 100

BARGAIN AND SALE DEED

Known all men by these presents, that Kenneth Eldon Shelton and Mary Martha Sheldon, husband and wife, Grantor's, conveys to Kenneth Vernon Shelton and Casey Lee Fellows, Grantee's, the following properties more particularly described as follows:

A parcel of land located in the E1/2 of the NE1/4 and Government Lot 6 of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and being a portion of that Parcel described in Book 135 Page 543, Deed Records of Coos County, Oregon, lying West of Parcel 2 of Partition 1995 #46 and lying North and East of the following described line:

300

Beginning at an iron pipe at the ³most Northerly corner of that parcel described in Microfilm Reel No. 72-11-79109 from which the Northeast corner of said Section 30 bears N74°35'29"E a distance of 2298.93 feet; thence S41°25'E a distance of 250.00 feet; thence S47°35'W a distance of 301.65 feet to a point on the easterly boundary of the County Road (now East Bay Road); thence S43°57'E along said boundary a distance of 30.00 feet to the Northwesterly corner of that parcel described in Microfilm Reel No. 72-6-7055; thence leaving said boundary N47°35'E a distance of 209.25 feet; thence S48°38'42"E a distance of 380.42 feet to a point on the Northwesterly boundary of that parcel described in Book 281 Page 708; thence N28°12'E a distance of 208.0 feet; thence S63°31'33"E a distance of 417.27 feet to a point determined by Tony Hostetter, LS 1975 in CS# 11A87 recorded in the Coos County Surveyor's Office; thence S63°26'51"E a distance of 173.39 feet to a 5/8" rebar; thence S50°19'58"E a distance of 183.94 feet to a 5/8" rebar; thence S27°46'44"W a distance of 489.97 feet to a 5/8" rebar on the Northerly boundary of East Bay Drive.

Grantor's reserves a 30 foot easement, 15 feet each side of the existing centerline of the Grantor's driveway located along the Western portion of the above described property. Said easement is for ingress, egress and utilities.

Grantor's also reserve an easement over and across what is commonly known as Noah Butte road located along the East line of the above described property.

day of March, A.D. 1940,

Rose Mary Burke, Louis J. Burke

Bessie Gilfeather Leyden
By C. P. Burkey
Her Attorney in Fact

\$.50 documentary stamp, cancelled 3/12/40.

STATE OF WASHINGTON
COUNTY OF PIERCE SS: Be it remembered, that on this 7th day of March, 1940, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the within named C. P. Burkey, of Tacoma, State of Washington, who is known to me to be the identical person described and appointed Attorney in fact for Bessie Gilfeather Leyden of Edgewater, New Jersey, niece of Arthur Gilfeather, deceased, by a certain power of attorneys executed by said Bessie Gilfeather Leyden, bearing date of the 13th day of August 1931, and recorded with the County Clerk of the County of Coos, State of Oregon on page 143 of book two of Power of Attorney and acknowledged to me that he had executed the foregoing instrument as the free act and deed of the said Bessie Gilfeather Leyden.

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

Recorded Mar. 12, 1940, 2:15 P.M.
L. W. Oddy, County Clerk

Gershon C. Rowland
Notary Public in and for the State of Washington
Residing at Tacoma
(Notarial seal)

135-543

62015-

DEED

KNOW ALL MEN BY THESE PRESENTS, That S. D. Pulford, of Coquille, Oregon, an unmarried man, in consideration of the sum of One Dollar and other good and valuable considerations, to him paid by Herman Lillenthal and Lillie Lillenthal, his wife, of Coos County, Oregon, has bargained and sold and by these presents does hereby grant, bargain, sell and convey, unto said Herman Lillenthal and Lillie Lillenthal, their heirs, representatives and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon:

Beginning at a point on the Easterly Right of way line of County Road where same is intersected by the Hill Line, said point being 130 feet more or less west of the Southwest corner of the Northerst quarter of the Northeast quarter of Section 30, Township 25 South Range 12 West of the Willamette Meridian; running thence Northwesterly along said Right of Way line 1200 feet more or less to the center north and south of Lot 6; running thence East 2440 feet more or less to the Section Line between Sections 29 and 30, Township 25 South, Range 12 West of the Willamette Meridian; running thence South along said Section line 720 feet more or less to the North line of the recorded Plat of Evergreen Terrace in County Clerk's office running thence South 462 feet, thence Southwesterly 490 feet more or less to the Easterly Right of Way line of County Road; running thence Northwesterly along said Right of Way line 1670 feet more or less to a point of beginning, containing 47 acres more or less, being a portion of Lot 5 and 6 and the East half of the Northeast quarter of Section 30 Township 25 South, Range 12 West of the Willamette Meridian.

Reserving however a right of way for prospecting, developing and shipping coal and coal mine pools and apparatus, running through said land hereby conveyed, at the option of the grantor herein, his representatives and assigns, along a line from the center of the divide between the largest creek bottom land and the smaller creek bottom, lying Northwest of the same, to the bottom land of said smaller creek bottom, and from the County Road to the line between the North half and the South half of the Northeast quarter of the Northeast quarter of Section 30 Township 25 South Range 12 West of the Willamette Meridian. Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise

MISSING CALL

D-135

appertaining, and also all his estate, right, title and interest, in and to the same, including dower and claim of dower, said right of way to be thirty feet in width.

TO HAVE AND TO HOLD the above-described and granted premises unto the said Herman Lillienthal, and Lillie Lillienthal, as tenants by the entireties, their representatives and assigns forever.

IN WITNESS WHEREOF I, the grantor above-named, hereunto set my hand and seal this 11th day of March, 1940.

Signed, Sealed and Delivered in the presence of: James Watson, J. W. Laveve S. D. Pulford (seal)

\$.50 documentary stamp, cancelled.

STATE OF OREGON
COUNTY OF COOS SS: BE IT REMEMBERED That on this 12th day of March, 1940, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named S. D. Pulford, to me known to be the identical person described in and who executed the above instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 12th day of March, 1940.

Recorded Mar. 12, 1940, 2:15 P.M.
L. W. Oddy, County Clerk James Watson
Notary Public for Oregon
My Commission Expires Sept. 7, 1940
(Notarial seal)

62016-

WARRANTY DEED

THIS INDENTURE made this 2nd day of November, 1939, between Guy N. Shore and Effie Mae Shore, the grantor, and Opal M. Moore, the grantee, WITNESSETH:

That the said grantors for and in consideration of the sum of Ten Dollars, lawful money of the United States, to them in hand paid by the grantee, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the said grantee, her heirs and assigns, all of the following described real property situated in the County of Coos, State of Oregon, to-wit:

Commencing at a point 47 feet North from the Quarter Section Corner on line between Sections Seven and Eight, Township Twenty-six South, Range Twelve, West of the Willamette Meridian, in Coos County, Oregon, thence North 88° 58' East 735 Feet, thence North 89° 52' East 1908.5 feet to the North and South Quarter Section line of said Section Eight, thence South along said Quarter Section line to a point which is 25.82 chains North of the South line of said Section Eight, said last mentioned point being the northeast corner of a tract of land containing 34.34 acres conveyed by H. W. Dunham and wife to Andrew Stanbuck by deed recorded in Book 32, Page 539 of the Records of Deeds of Coos County, Oregon, thence West along the North line of said tract conveyed to Andrew Stanbuck 1406.2 feet, more or less, to the East line of Catching Slough, thence Northwesterly along the East line of Catching Slough to a point West 193 feet from the place of beginning, thence North 88° 58' which bears South 88° 58' East 193 feet to the place of beginning, said last mentioned tract being situated in and being a part of Lot Six of Section Seven and Lots Two and Three, and the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter of Section Eight, Township Twenty-six South, Range Twelve, West of the Willamette Meridian, in Coos County, Oregon.

also, the North Half of the Southeast Quarter of Section Eight, Township Twenty-six South, Range Twelve, West of the Willamette Meridian, Coos County, Oregon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and also all their right, title, interest and estate in and to the same.

RIGHT-OF-WAY AGREEMENT

THE GRANTORS, HERMAN V. LILLIENTHAL and LILLIAN K. LILLIENTHAL

his wife, in consideration of the sum of One and no/100 Dollars (\$1.00), receipt of which is hereby acknowledged, convey and grant to the WEST COAST TELEPHONE COMPANY, a corporation, its successors or assigns, the GRANTEE, a perpetual right-of-way and easement over and across the following described property, situated in the COUNTY OF COOS, STATE OF Oregon, and particularly described as follows:

That real property situated in Section 30, Township 25S, Range 12 WWM, and more particularly known as tax lot parcels SN2915, SN 2916 and SN 2917.

Right of way to follow easterly line of County Road through said property, as close as possible, and in no place to encroach over 25 feet from County Road easterly right of way line, and one pole on the westerly side of the Cooston Road.

Handwritten note: 2-3-54

The grantee shall have the right to erect and maintain poles with necessary cross-arms, wires, cables, conduits, anchors and fixtures thereon and/or thereunder for telephone and telegraph purposes, and shall have right to cut and remove shrubbery and foliage from said right-of-way so that the same shall not interfere with use of such lines.

Right is also hereby granted the grantee to place and maintain gates in fences at points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for erection or maintenance of any electric power transmission lines upon or over said property, parallel with and within... feet of lines placed by the grantee, or for erection and maintenance of any such lines across the grantee's lines placed upon said right-of-way at an angle less than thirty five (35) degrees.

Employees of said grantee shall, any time when necessary, have access to said right-of-way and the poles with necessary wires, crossarms, cables, conduits and fixtures thereon, and/or thereunder for purposes of repairs, replacements, etc., provided always that said grantee shall be responsible for damage which may be done to the property above described, by reason of such access.

In Witness Whereof, the said first parties have caused this instrument to be executed this 30th day of DECEMBER 1953

Signed and Sealed in presence of:

Handwritten signatures of witnesses: Jas. Schoorcraft, B. J. ...

Handwritten signature of Herman V. Lillienthal

MORTGAGEE

SEAL

STATE OF _____ }
COUNTY OF _____ } SS.

Be it remembered that on this _____ day of _____, 194____
before me, the undersigned, a Notary Public, appeared _____ and _____
to me personally known, who being duly sworn did say that he, the said _____
is Secretary of _____, a corporation, that the seal af-
fixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in his
half of said corporation by authority of its Board of Directors; and the said _____ and _____
acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public for _____
My Commission Expires _____

STATE OF Oregon }
COUNTY OF Cook } SS.

Be it remembered that on this 30th day of DECEMBER, 1945
before me, the undersigned, a Notary Public, appeared Herman V. Lilienthal and Lillian M. Lilienthal
to me personally known to be the identical person described in and who executed the within and foregoing instrument _____
and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and Notary Seal the date and year last above herein written.

Chas. E. Thompson
Notary Public for Oregon
My Commission Expires December 9, 1956

No. _____
State of Oregon) SS
County of Cook)
I hereby certify that the within instrument
was filed for record FEB 18 1954
at 9 o'clock A. M. and recorded
in book 232 Page 211
of Book
GEORGIANNA VAUGHAN
County Clerk
Return to Paul Paul Phillips
Rece 15.00

17232

Tract No. R-CB-AR-24-1 P. 3
R-CB-AR-24-2 P. 1 & 2

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of - ONE HUNDRED -----
----- Dollars (\$ 100.00)
in hand paid, receipt of which is hereby acknowledged, HERMAN LILIENTHAL, also known as Herman
V. Lilienthal, and JEAN FRANSDEN LILIENTHAL, husband and wife,

have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto
the UNITED STATES OF AMERICA and its assigns, a permanent easement and right of way approx-
imately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills,
and turnouts and for curves at the angle points, all over and across the lands of the Grantor in a
portion of the NE1/4 and NW1/4 of Section 29; the NE1/4 and NW1/4 of
Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos
County, Oregon,

for the following purposes, namely: the right to enter and to clear of timber and brush; the right to grade,
level, cut, fill, drain, build, surface, maintain, repair and rebuild roads and such culverts, bridges,
turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said
road on, over, and across the land embraced within the right of way, as shown on the attached right of
way maps serially numbered 91247, Revision 1, colored in red.

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

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

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

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

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

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

It is understood and agreed that the UNITED STATES OF AMERICA will install
a metal gate with lock and chain in the fence at the junction of access road
R-CB-AR-24-2, Parcel 2 and the county road.

DATED this 14 day of January, 1959

Herman Lilienthal
Herman Lilienthal
Jean Fransden Lilienthal
Jean Fransden Lilienthal

BPA 177
Rev. 5-19-52

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

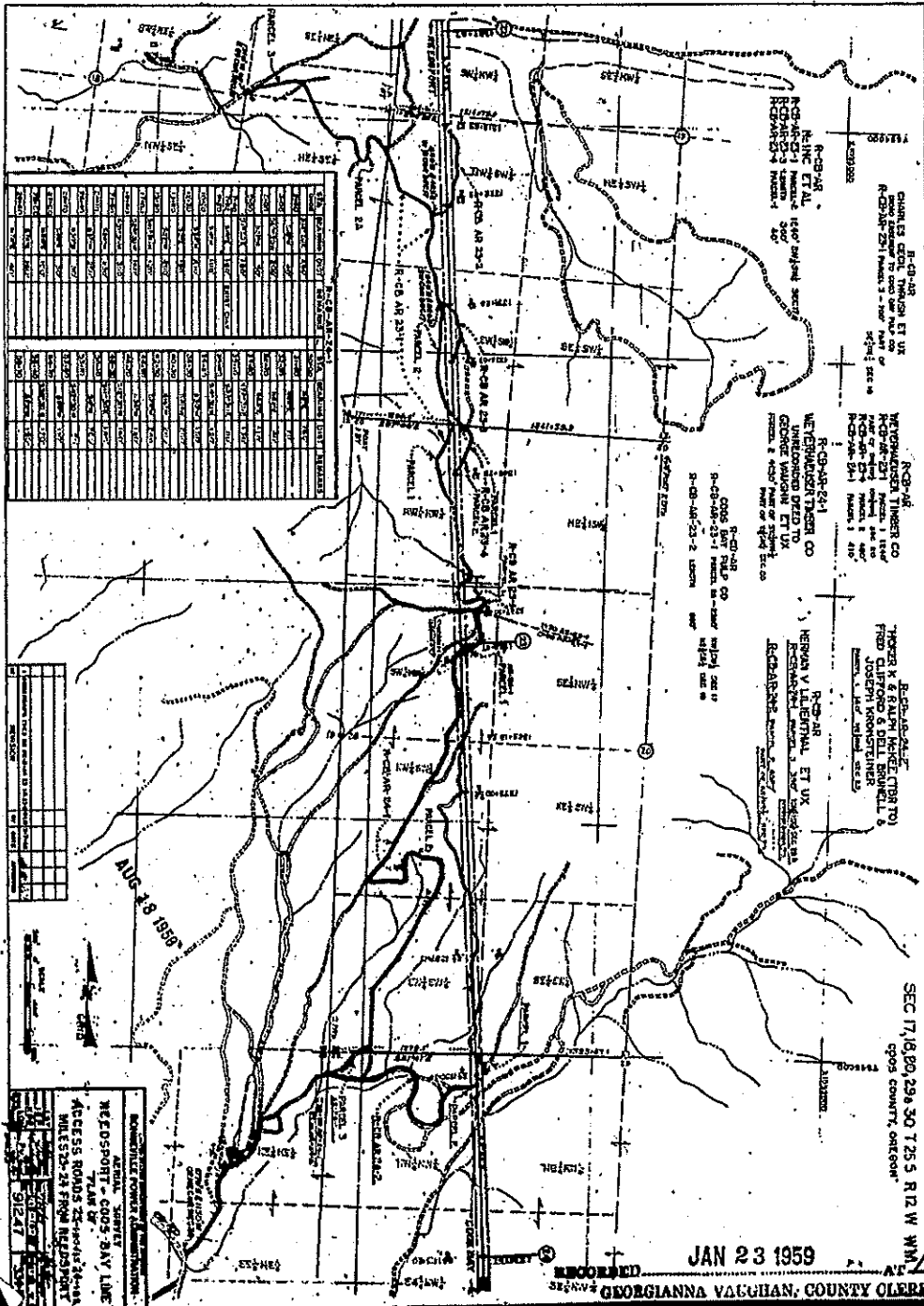
STATE OF *Oregon*)
) ss:
COUNTY OF *Clatsop*)

On the *14* day of *January*, 195*9*, personally came before me, a notary public in and for said County and State, the within-named HERMAN LILIENTHAL AND JEAN FRANDBSEN LILIENTHAL, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



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



PLAT	SECTION	TOWNSHIP	RANGE	ACRES	OWNER
1	17	29S	25W	125.5	MCDONALD
2	17	29S	25W	125.5	MCDONALD
3	17	29S	25W	125.5	MCDONALD
4	17	29S	25W	125.5	MCDONALD
5	17	29S	25W	125.5	MCDONALD
6	17	29S	25W	125.5	MCDONALD
7	17	29S	25W	125.5	MCDONALD
8	17	29S	25W	125.5	MCDONALD
9	17	29S	25W	125.5	MCDONALD
10	17	29S	25W	125.5	MCDONALD
11	17	29S	25W	125.5	MCDONALD
12	17	29S	25W	125.5	MCDONALD
13	17	29S	25W	125.5	MCDONALD
14	17	29S	25W	125.5	MCDONALD
15	17	29S	25W	125.5	MCDONALD
16	17	29S	25W	125.5	MCDONALD
17	17	29S	25W	125.5	MCDONALD
18	17	29S	25W	125.5	MCDONALD
19	17	29S	25W	125.5	MCDONALD
20	17	29S	25W	125.5	MCDONALD
21	17	29S	25W	125.5	MCDONALD
22	17	29S	25W	125.5	MCDONALD
23	17	29S	25W	125.5	MCDONALD
24	17	29S	25W	125.5	MCDONALD
25	17	29S	25W	125.5	MCDONALD
26	17	29S	25W	125.5	MCDONALD
27	17	29S	25W	125.5	MCDONALD
28	17	29S	25W	125.5	MCDONALD
29	17	29S	25W	125.5	MCDONALD
30	17	29S	25W	125.5	MCDONALD

ADDITIONAL COPIES
 WILL BE FURNISHED UPON REQUEST
 AT THE RATE OF \$1.00 PER COPY
 MCDONALD
 125.5 ACRES
 T29S, R25W, SO 125.5 R12.5 W.M.
 6955 COUNTY, OREGON
 AUG 28 1959
 91247

76 6 9222

File No. 105-4882
ER/WO No. 31-700-105
8352

RIGHT-OF-WAY EASEMENT
(Individual)

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

A strip of land ten feet wide and various lengths, located in the NW 1/4 NE 1/4 of Section 30, Twp. 25 S., R. 12 W., W.M., Coos County, State of Oregon.

Said strip of land being more particularly described and shown on the attached sketch marked Exhibit "A", and made a part of this document.

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

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

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

Dated this 17 day of June, 1976.

(SEAL) Herman V. Lilienthal (SEAL)
Herman V. Lilienthal (Owner)

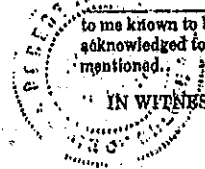
(SEAL) _____ (SEAL)

STATE OF Oregon }
County of Coos } ss.

On this 17 day of June, 1976, personally appeared before me a notary public in and for said State, the within named Herman V. Lilienthal

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

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



Robert W. Burdick
Notary Public for Oregon
Residing at 1700 Oak St., North Bend
My commission expires: March 29, 1980

76 6 9223

State of Oregon } 76 6 } 9222 - 3
County of Coos }

I hereby certify that the within instrument
was filed for record.

431 ✓ Jun 22 11 24 AM '76

and recorded in Book of Records
Microfilm Reel No.

of said County,
WITNESS my hand and Seal of County
affixed.

Evelyn M. Elliott, Coos County Clerk
By *[Signature]* Deputy

Return to *[Signature]*

Go *[Signature]*
Fee *[Signature]*

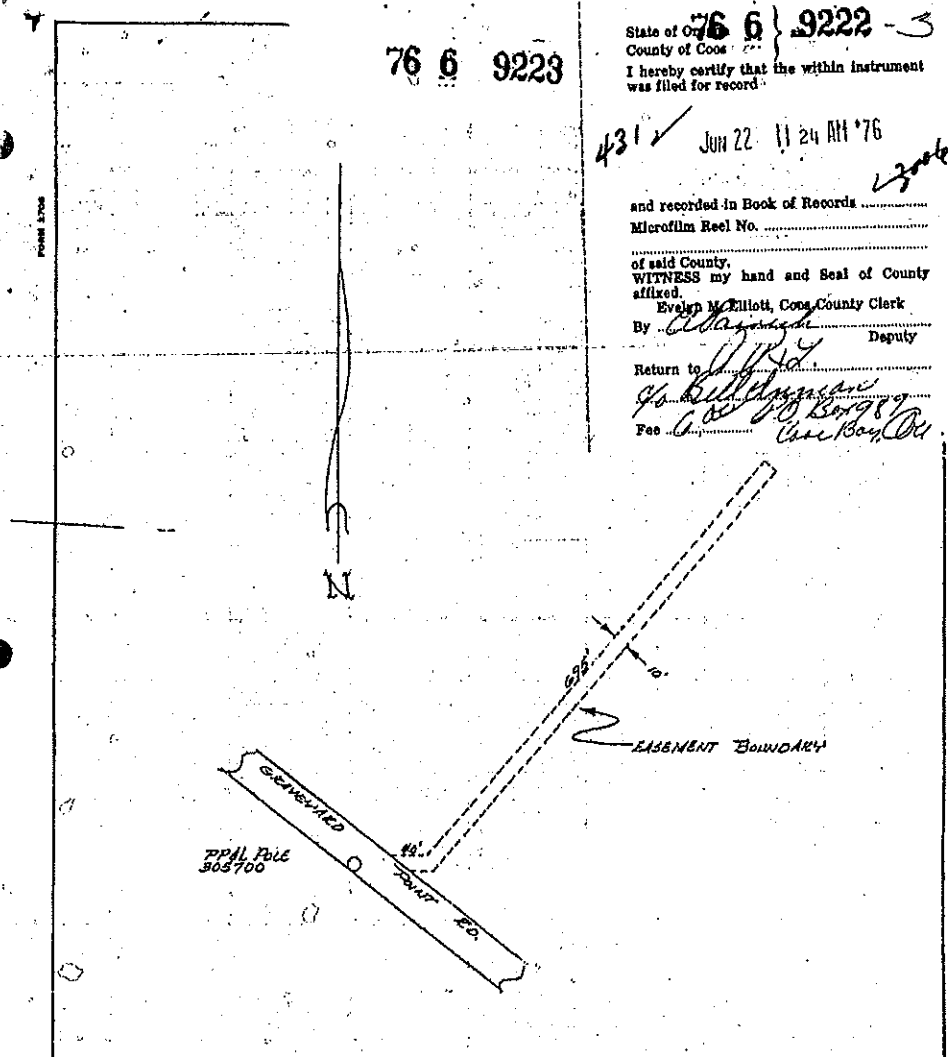


EXHIBIT "A"

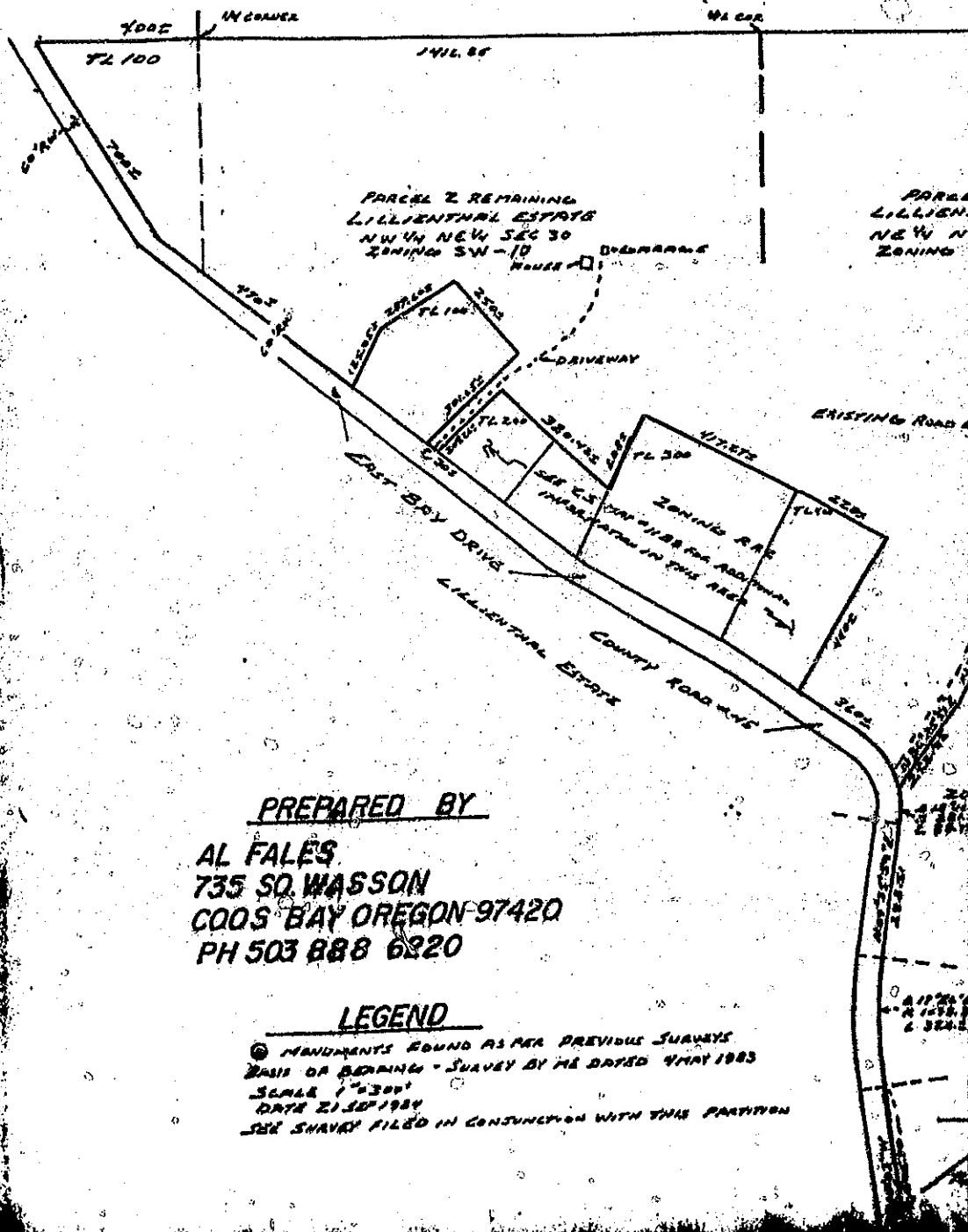
1/4 NE 1/4 SECTION 22, TWP 23S, R. 12W, N.M.
COOS COUNTY, STATE OF OREGON

DISTRICT <i>Coos Bay</i>	
NAME <i>KENNETH E. SUTTON</i>	FILE NO. <i>105-4888</i>
LOCATION	R.F. NO. <i>31.700-105</i>
MAP NO. <i>15-22-12-1</i>	W.O. <i>2352</i>
DRAWN <i>F.W. 5-24-19-76</i>	

PACIFIC POWER & LIGHT COMPANY
E R SKETCH

SCALE *1/2" = 100'*

84-6-7150
 MINOR PARTITION LOCATED IN THE



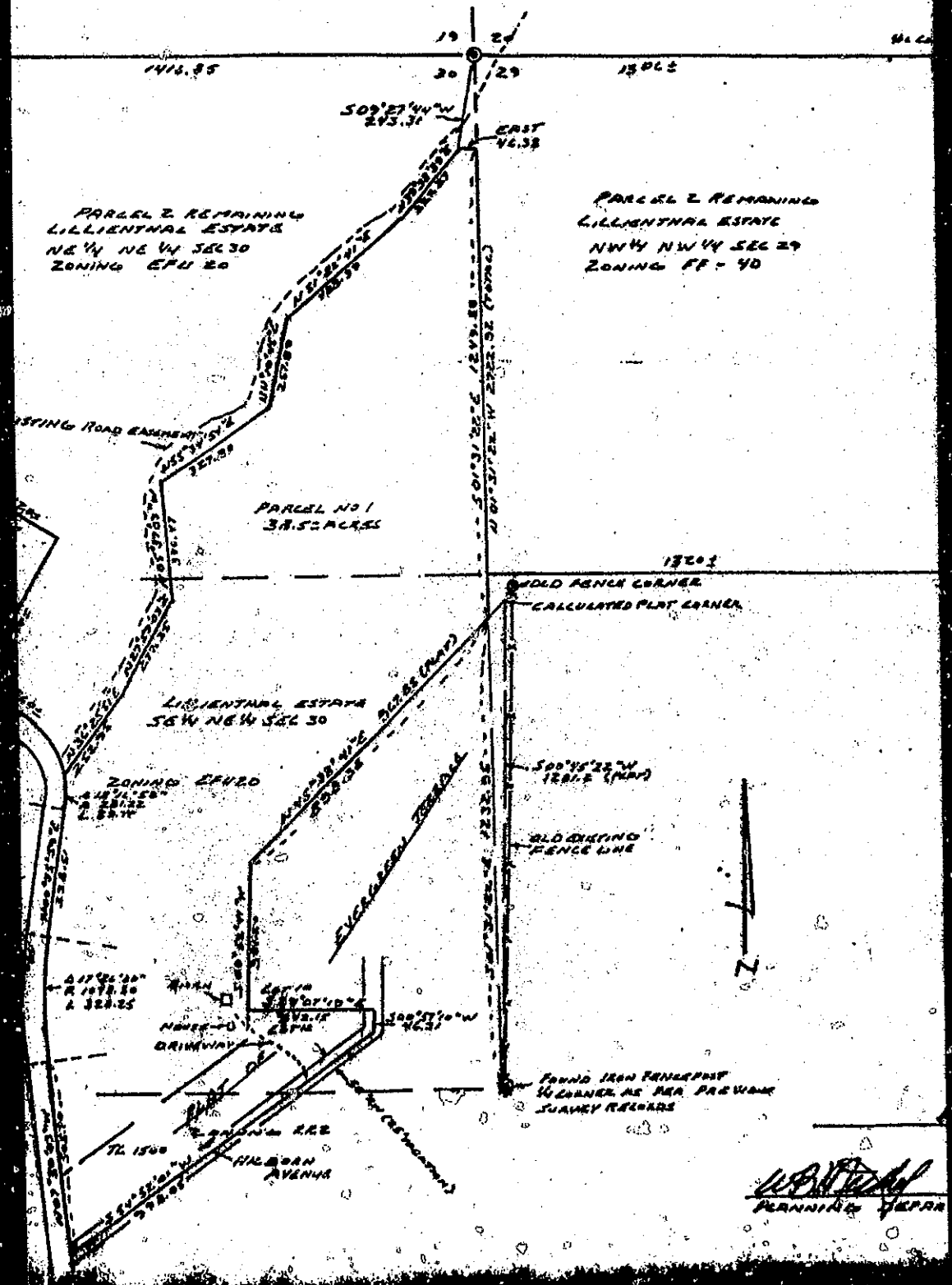
PREPARED BY
 AL FALES
 735 SO. WASSON
 COOS BAY OREGON 97420
 PH 503 888 6220

LEGEND
 © MEASUREMENTS FOUND AS PER PREVIOUS SURVEYS
 BASIS OF BEGINNING - SURVEY BY ME DATED 4 MAY 1983
 SCALE 1" = 300'
 DATE 21 SEP 1984
 SEE SURVEY FILED IN CONNECTION WITH THIS PARTITION

IN THE EAST 1/4 OF SECTION 30, T20S, R12W NM,

84-5-7151

REMAINING 169 AC IN SEC 30



W.B. [Signature]
SURVEYING DEPARTMENT

84-5-7152 RECORDING NO. 84-5-7152 TO 7153

PREPARED FOR

HERMAN LILLIENTHAL ESTATE
8415 EAST BAY DRIVE
NORTH BEND OREGON 97459



PLANNING
DEPT
C 29

NOTES

PARCEL NO 1 CONTAINS:
EXISTING HOUSE
EXISTING BARN
EXISTING POWER
EXISTING WATER SUPPLY (SPRING)
EXISTING SEPTIC SYSTEM (INDIVIDUAL SEPTIC SYSTEM)
THE CURRENT USE OF THIS PARCEL IS FRAMING
THIS PARCEL CONTAINS 38.5 ACRES MORE OR LESS

PARCEL NO 2 REMAINING CONTAINS:
EXISTING HOUSE
EXISTING GARAGE
EXISTING POWER
EXISTING WATER SUPPLY (SPRING)
EXISTING SEPTIC SYSTEM
THIS PARCEL CONTAINS IN EXCESS OF 80 ACRES

ALL SETBACKS SHALL BE 35 FEET MINIMUM FROM CENTERLINE

DESCRIPTION

PARCEL NO 1 A PARCEL OF LAND LOCATED IN THE EAST 1/4 OF TOWNSHIP 25 SOUTH RANGE 12 WEST OF THE WILLAMETTE MERIDIAN IN COOS COUNTY, OREGON SPECIFICALLY DESCRIBED AS BEGINS AT A POINT FROM CORNER OF SAID SECTION 30 BEARS N 04° 27' 00" E 243.81 FEET; THENCE OR LESS TO THE EAST LINE OF SAID SECTION 30; THENCE S 01° 01' 22" E 1249.00 FEET ALONG THE EAST LINE OF SAID SECTION 30 TO THE NORTHERLY LINE OF EMBROKEN TERRACE COOS COUNTY OREGON; THENCE S 45° 38' 00" W TO A CORNER POINT THEREOF; THENCE S 00° 35' 00" W 381.60 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE S 89° 07' 10" W ALONG THE SOUTH LINE OF SAID SECTION 30 AND SAID LINE EXTENDED TO THE EAST; THENCE S 00° 37' 00" W 16.31 FEET ALONG THE CENTERLINE OF HILSBAN BLVD. 98.05 FEET MORE OR LESS ALONG THE CENTERLINE OF HILSBAN BLVD. ALONG EAST BAY DRIVE; THENCE NORTHEASTLY 126.30 FEET ALONG EAST BAY DRIVE TO A POINT FROM WHICH THE NE NORTHEAST CORNER BEARS N 36° 11' 00" E 216.67 FEET; THENCE N 26° 00' 31" E 252.95 FEET; THENCE N 06° 37' 00" W 306.73 FEET; THENCE N 56° 34' 54" E 329.30 FEET; THENCE N 51° 22' 00" E 429.30 FEET; THENCE N 39° 38' 30" E 227.27 FEET; THIS PARCEL CONTAINS 38.5 ACRES, MORE OR LESS.

APPROVAL

[Signature]
PLANNING DEPARTMENT

NOV 21 1984
DATE

OREGON

89-5-7153

PREPARED FOR

MAN LILLIENTHAL ESTATE
EAST BAY DRIVE
BEND OREGON 97459

NOTES

1. NOT CONTAINS:
HOUSE
BARN
POWER
WATER SUPPLY (SPRING)
SEPTIC SYSTEM (INDIVIDUAL SEPTIC SYSTEM)
CURRENT USE OF THIS PARCEL IS FRAMING
PARCEL CONTAINS 38.5 ACRES MORE OR LESS

2. REMAINING CONTAINS:
HOUSE
GARAGE
POWER
WATER SUPPLY (SPRING)
SEPTIC SYSTEM
PARCEL CONTAINS IN EXCESS OF 80 ACRES

ROADS SHALL BE 35 FEET MINIMUM FROM CENTERLINE OF EXISTING ROADS

DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 30,
RANGE 12 WEST BY THE WILLAMETTE MERIDIAN T30S COUNTY OREGON
DECEMBER 21 BEGINNING AT A POINT FROM WHICH THE NE NORTHWEST
CORNER OF SAID SECTION 30 BEARS N 07° 27' 00" E 243.31 FEET; THENCE EAST 46.20 FEET MORE
OR LESS TO THE N 1/4 CORNER OF SAID SECTION 30; THENCE S 01° 31' 22" E 124.28 FEET MORE OR LESS
TO THE N 1/4 CORNER OF SAID SECTION 30 TO THE N 1/4 CORNER OF THE PLAT OF
COOS COUNTY OREGON; THENCE S 45° 38' 41" W 298.38 FEET ALONG SAID PLAT
LINE; THENCE S 22° 51' 11" W 384.20 FEET MORE OR LESS ALONG SAID PLAT
LINE TO THE N 1/4 CORNER OF SAID SECTION 30; THENCE S 89° 07' 10" E 342.15 FEET MORE OR LESS
TO THE CENTER LINE OF HILBORN AVENUE; THENCE S 54° 52' 01" W
14.91 FEET ALONG THE CENTERLINE OF HILBORN AVENUE; THENCE S 54° 52' 01" W
14.91 FEET ALONG THE CENTERLINE OF HILBORN AVENUE TO THE EASTERN
CORNER OF SAID SECTION 30; THENCE N 07° 27' 00" E 243.31 FEET TO THE POINT OF BEGINNING;
THENCE N 36° 25' 31" E 252.95 FEET; THENCE N 27° 57' 02" E 277.32 FEET;
THENCE N 36° 25' 31" E 327.30 FEET; THENCE N 11° 10' 48" E 227.89 FEET;
THENCE N 36° 25' 31" E 227.27 FEET TO THE POINT OF BEGINNING;
38.5 ACRES, MORE OR LESS.

RECORDED 12-13-84 BY
MARY ANN WILSON, COUNTY CLERK

3006

10405

1041

EASEMENT

91 05 0152

HERMAN LILLIENTHAL and JEAN LILLIENTHAL, husband and wife, Route 2, Box 823, North Bend, Oregon, Grantors, grant and convey to WEYERHAEUSER TIMBER COMPANY, a Washington corporation, Post Office Box 1645, Tacoma 1, Washington, Grantee, its successors and assigns, a perpetual easement for and the right to maintain and use the existing roads upon, over, and across a part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 29 and a part of the Fractional N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 30, Township 25 South, Range 12 West, of W. M., Coos County, Oregon for ^{the sole of} the purpose of transporting men, material, and equipment for forest protection; the approximate location of said roads being shown by red lines on a plat attached hereto, marked "Exhibit A".

The Grantors reserve for themselves, their heirs, and assigns, the right at all times and for any purpose to go upon, cross, recross, and use said roads, including the right to install and maintain a gate over said road in Lot 6 of said Section 30 at the County Road junction. The Grantor shall furnish one key to Grantee for any such gate so installed.

IN WITNESS WHEREOF the Grantors have executed this easement as of the 24th of August, 1955.

Herman Lillienthal
Herman Lillienthal

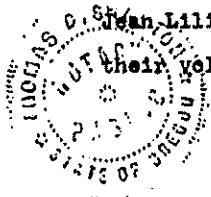
Jean Lillienthal
Jean Lillienthal

STATE OF OREGON)
COUNTY OF COOS } ss.

August 24, 1955

Personally appeared the above named Herman Lillienthal and

Jean Lillienthal, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



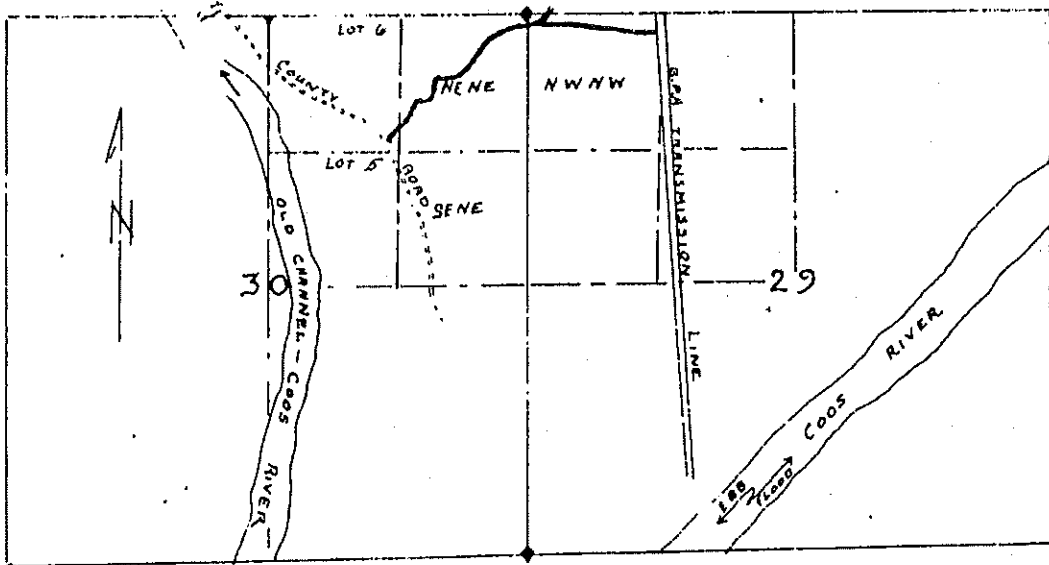
Thomas B. Swanton
Notary Public for Oregon
My commission expires: Aug. 28, 1952

91 05 0152

WEYERHAEUSER TIMBER COMPANY

TACOMA WASHINGTON

JUNE 9, 1955
4 1/2 : 1 mile
HYR



SECTIONS 29 & 30, TOWNSHIP 25 SOUTH, RANGE 12 WEST

ROADS COVERED BY THIS AGREEMENT

State of Oregon
 County of Coos 91-05-0152
 I, Mary Ann Wilson, County Clerk, certify the
 within instrument was filed for record at
 2:45 PM May 6, 1991
 By Mary Ann Wilson Deputy
 #pages 2 11 32

91-86

296

EASEMENT AGREEMENT

92 03 0985

RECORDING # 92030985
I, Mary Ann Wilson,
Cooos County Clerk, certify
the within instrument
was filed for record at



4:35 PM ON 03/23/1992
By H. WILSON Deputy

DATED: MARCH 2, 1992

pages 7 Fee \$ 45.00

PARTIES: KEN SHELTON & MARY SHELTON, herein called
"GRANTOR",

AND

AGRI-PACIFIC RESOURCES, INC., an Oregon corporation, herein
called "GRANTEE"

RECITALS

- A. Grantor is the owner of the real property (Grantor's property), located in Coos County, Oregon, map 25-12-30 #500, described in Exhibit A attached hereto.
- B. There exists a nondedicated roadway (the Roadway), commonly known as Lillienthal Road, over the Grantor's property which is marked on the attached map in Exhibit A.
- C. Grantee is the owner of the real property (Grantee's property), in Coos County, Oregon, described in Exhibit A.
- D. Grantor is willing to grant and convey to Grantee an easement on the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of foregoing Recitals which are by reference incorporated herein and the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- 1. Grantor, for and in consideration of the installation of a roadway gate made to US Forest Service specifications, and other good and valuable consideration, the receipt and sufficiency of which is hereby

Easement Agreement - 1

TWO YEARS FROM THE DATE OF THIS AGREEMENT

92 03 0985

TMA MS

acknowledged, does hereby grant and convey unto Grantee, its heirs, successors and assigns, a ~~perpetual~~, non-exclusive, appurtenant easement over the roadway commonly known as Lillenthal Road for the purposes of ingress, egress, forest management, heavy hauling of rock, equipment and timber, and other incidental uses. Grantee shall not unreasonably interfere with the use of the easement by Grantor or other users of the easement.

2. Any damage to the Roadway caused by Grantee's use thereof shall be repaired by Grantee at its sole cost and expense to a state of repair which existed prior to Grantee's particular use which created the damage.

3. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip. Grantee assumes all risk arising out of its use of the easement strip and Grantor shall have no liability to Grantee or others for any condition existing thereon.

4. Any controversy or claim arising out of, or relating to this Agreement, or the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Coos Bay, Oregon, in accordance with provisions and procedures set forth in ORS Chapter 36, including local court rules established pursuant to that Chapter, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall be commenced by written notice of a demand for arbitration given in accord with the notice provisions of this agreement.

5. This easement is granted subject to all prior easements or encumbrances of record.

6. This Agreement represents the entire agreement between the parties relating to the subject hereof.

7. Exhibit A is hereby incorporated herein by reference as though fully set forth in the body of this agreement.

8. GRANTEE TO CARRY LIABILITY INSURANCE IN A FORM GENERALLY ACCEPTABLE IN THE TRADE AS CUSTOMARY IN THIS AREA, NAMING GRANTOR AS KENNETH E. SHELTON AGRI-PACIFIC RESOURCES, INC. ADDITIONAL INSURED.

Kenneth E. Shelton

By: [Signature]
Title: [Signature]

MARY SHELTON

Mary Shelton

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me this 4th day of March, 1992, by Christina, as President, of AGRI-PACIFIC RESOURCES, INC.

Linda L. Pedersen
Notary Public for OREGON
My commission expires:



STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me this 4th day of March, 1992, by Ken Shelton and Mary Shelton.

Linda L. Pedersen
Notary Public for OREGON
My commission expires:



EXHIBIT A

92 03 0985

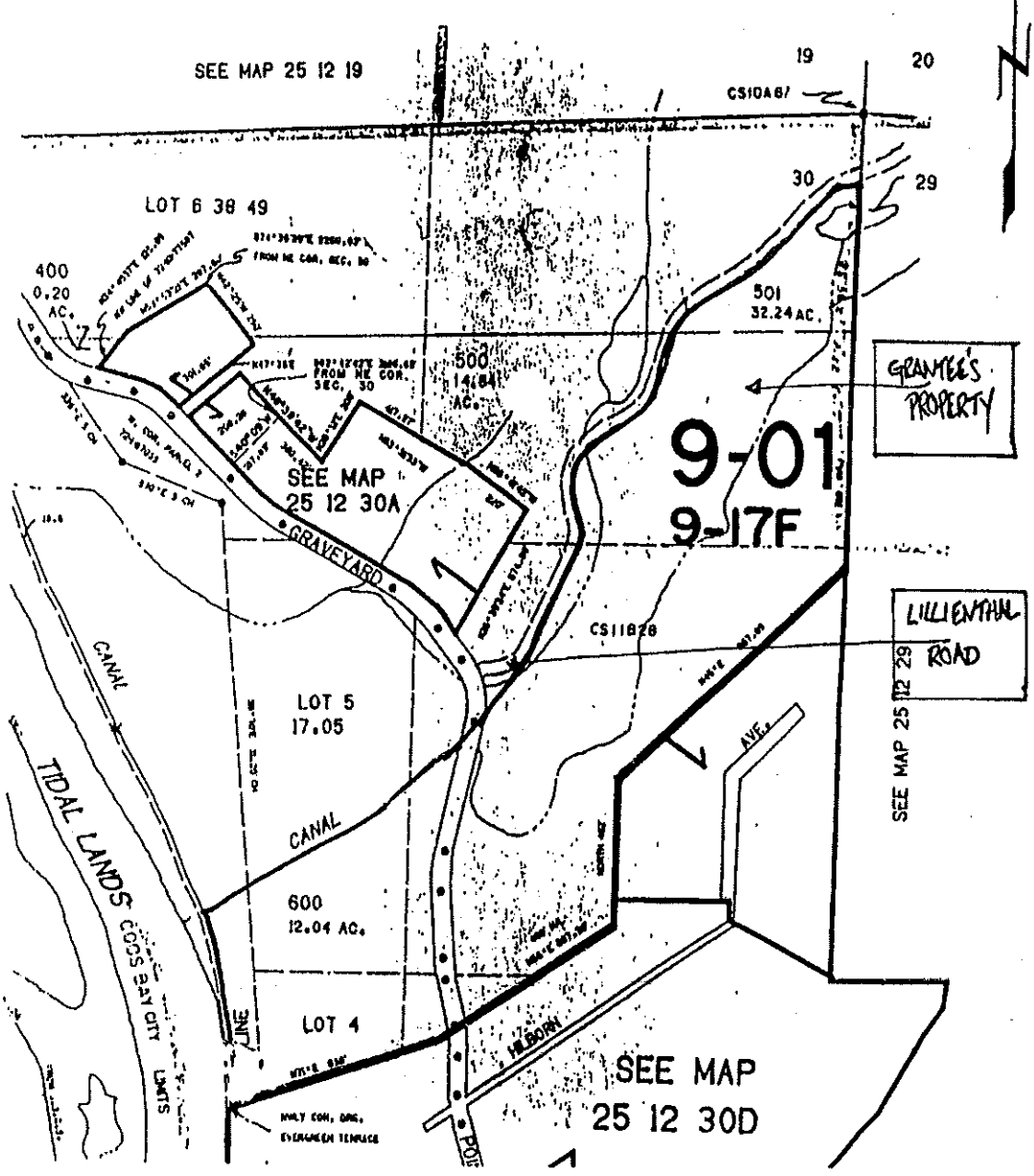


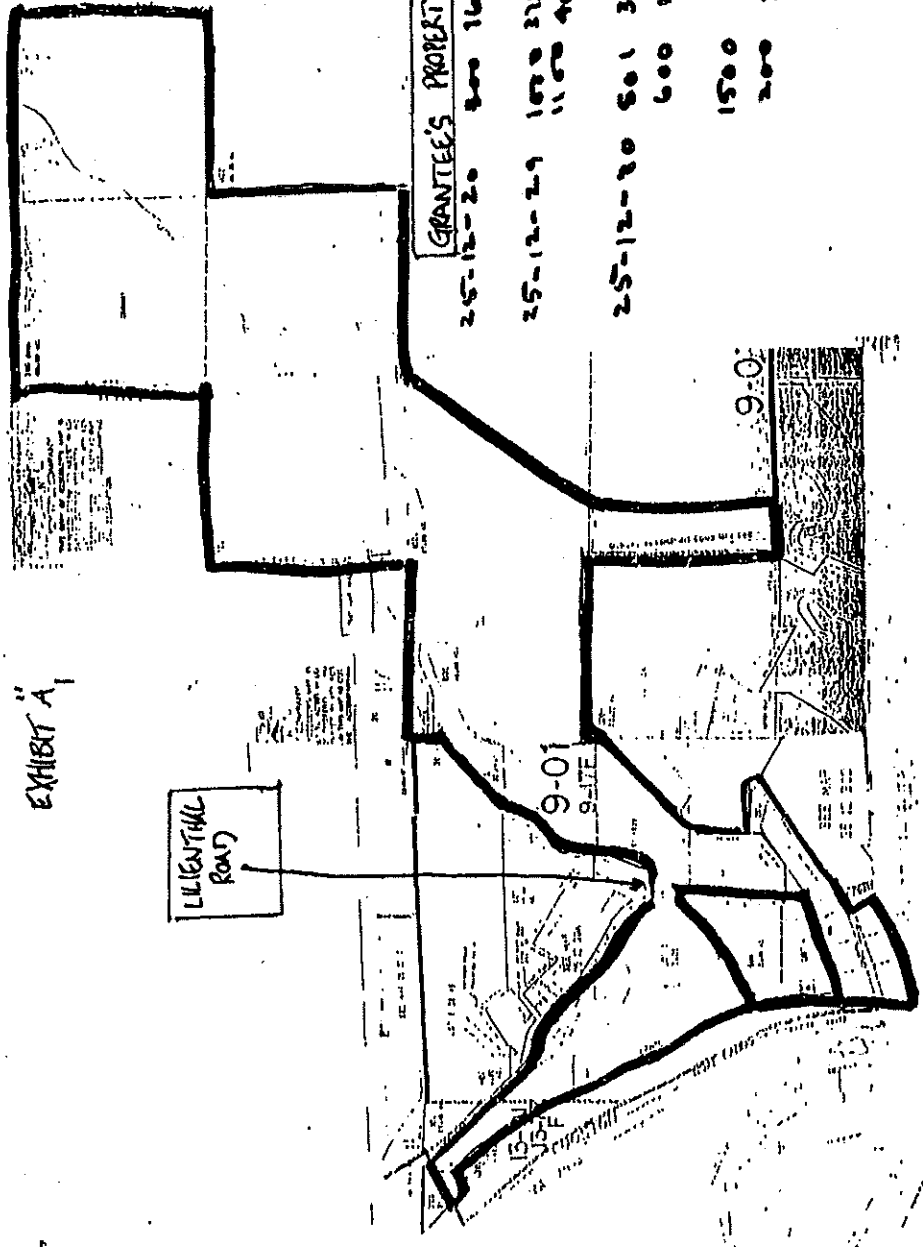
EXHIBIT A

LILIENTHAL ROAD

GRANTEE'S PROPERTY

25-12-20	400	160	Ac.
25-12-29	1500	2795	Ac.
25-12-30	601	3224	Ac.
	600	12.04	Ac.
	1500	11.02	Ac.
	200	35.76	Ac.

92 03 0985



**EXHIBIT "A"
LEGAL DESCRIPTION**

6-60-655

All merchantable timber lying or standing on the following described property:

The SE 1/4 of the SW 1/4, the N 1/2 of the SE 1/4, the SW 1/4 of the SE 1/4 of Section 20, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

ALSO: Beginning at the Northwest corner of Section 29, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South to the Southwest corner of the NW 1/4 of the NW 1/4 of said Section; thence East to the Southeast corner of said quarter quarter; thence South to the South boundary of the NW 1/4 of said Section; thence East 400 feet to the Southwest corner of property conveyed to Fred S. Anthony, et ux, in deed recorded April 14, 1977, bearing Microfilm Reel No. 77-4-5694, Records of Coos County, Oregon; thence North and Northeasterly along Anthony's West line to the North boundary of said Section 29; thence West along the North line of said Section to the point of beginning.

ALSO: A portion of the E 1/2 of Section 30, more particularly described as: Beginning at a point from which the Northeast corner of said Section bears North 09° 27' 44" East 243.31 feet; thence East 46.38 feet, more or less, to the East line of said Section 30; thence South 01° 31' 22" East 1249.88 feet, more or less, along the East line of said Section 30 to the Northerly line of the Plat of Evergreen Terrace, Coos County, Oregon; thence South 45° 38' 41" West 898.38 feet along said Plat line to a corner point thereof; thence South 00° 52' 41" West 381.20 feet, more or less, to the Southwest corner of Lot 10 of said Plat of Evergreen Terrace; thence along the South line of said Lot 10 and said line extended to the Center Line of Hilborn Avenue; thence South 00° 57' 10" West 46.31 feet along the centerline of Hilborn Avenue; thence South 54° 52' 01" West 998.05 feet, more or less, along the centerline of Hilborn Avenue to the East line of East Bay Drive (County Road No. 45); thence Northerly 1262.20 feet along the Easterly line of East Bay Drive to a point from which the Northeast corner of said Section 30 bears North 30° 11' 44" East 2167.63 feet (said point also being along the East side of a private roadway); thence along the Easterly edge of said roadway as follows: North 36° 25' 51" East 252.95 feet to an iron rod; thence North 29° 28' 28" East 210.00 feet to the beginning of a 137.94 foot radius curve to the left; thence 95.93 feet along said curve through a central angle of 39° 50' 52"; thence North 10° 22' 21" West 180.00 feet to the beginning of a 107.88 foot radius curve to the right; thence 124.18 feet along said curve through a central angle of 65° 57' 18"; thence North 55° 34' 54" East 177.00 feet to the beginning of a 244.98 foot radius curve to the left; thence 190.60 feet along said curve through a central angle of 44° 24' 39"; thence North 11° 10' 45" East 157.89 feet; thence North 51° 26' 41" East 428.39 feet to an iron rod; thence North 39° 38' 39" East 227.27 feet to an iron rod, to the point of beginning.

ALSO: Beginning at the point of intersection of the West boundary of the Cooston-Graveyard Point County Road and the North boundary of the Plat of Evergreen Terrace, Coos County, Oregon, as now exists after a portion was vacated in Book 166, Page 451, Deed Records of Coos County, Oregon; thence West along said North boundary to a point opposite of the Northwest corner of Lot 19; thence Southeasterly 25 feet, more or less, to the Northwest corner of said Lot 19; thence continue Southeasterly along the West boundary of Lot 19 a distance of 150 feet, more or less, to the North boundary of property conveyed to Joseph G. Kronsteiner, et ux, in Book 269, Page 8, Deed Records of Coos County, Oregon; thence Westerly along Kronsteiner's North boundary to the low water mark of Coos River; thence Northerly along the low water line of Coos River and the Cooston Channel to the North line of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence East

92 03 0985

 **TICOR TITLE INSURANCE**

6-60-655

along the North boundary of said Section 30 to the West boundary of the Cooston-Graveyard Point County Road, thence Southerly along said West boundary to the point of beginning.

EXCEPT that portion embraced in the Cooston-Graveyard Point County Road.

ALSO EXCEPT that portion conveyed to Meyerhaeuser Timber Company in deed recorded June 17, 1947 in Book 169, Page 621, Deed Records of Coos County, Oregon. -----

Ticor Title Insurance Company

92 03 0985

91 04 1017

25-12-30 #500

EXHIBIT "A"

A portion of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as: beginning at the NE Corner of said Section 30; thence West along the North line of said Section 30 to the Northeastly edge of East Bay Drive (County Road No. 45); thence Southeastly along the Northeastly edge of said County Road to a point from which the NE Corner of said Section 30 bears N 309° 11' 44" E 2167.63 feet (said point also being along the Easterly edge of a private roadway); thence along the Easterly edge of said roadway as follows: N 36° 25' 51" E 252.95 feet to an Iron Rod; thence N 29° 28' 28" E 210.00 feet to the beginning of a 137.94 foot radius curve to the left; thence 95.93 feet along said curve through a central angle of 39° 50' 52"; thence N 10° 22' 21" W 180.00 feet to the beginning of a 107.80 foot radius curve to the right; thence 124.18 feet along said curve through a central angle of 65° 57' 18"; thence N 50° 34' 54" E 177.00 feet to the beginning of a 244.90 foot radius curve to the left; thence 190.60 feet along said curve through a central angle of 44° 21' 39"; thence N 11° 10' 45" E 157.89 feet; thence N 51° 26' 41" E 428.39 feet to an Iron Rod; thence N 39° 30' 39" E 227.27 feet to an Iron Rod; thence East 46.38 feet, more or less, to the East line of said Section 30; thence N 01° 31' 22" W 740.08 feet, more or less, to the NE corner of said Section 30, the point of beginning.

Excepting therefrom the following parcels of record:

- Parcel described in Vol 240, Pages 305, 307 & 309, Coos County Deed Records;
- Parcel described in Vol 281, Page 708, Coos County Deed Records;
- Parcel described in Deed No. 72-6-7055, Coos County Deed Records; and
- Parcel described in Deed No. 72-11-79109, Coos County Deed Records.

Account no.'s 2916.00; 2916.90; 2916.91 and 2915.00

Exhibit "A"

92 03 0985

91 04 1017

1. 1990-91 taxes in the amount of \$815.86 unpaid, plus interest.
Account no. 2916.91 Code 9.17 Map 25-12-30 TL 100

1990-91 mobile home taxes in the amount of \$442.71, of which the balance of \$225.14 remains unpaid, plus interest.
Account no. X-130377

2. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1968 in which the land was subject to the special land use assessment.

3. The assessment roll and the tax roll disclose that the within described premises were specially assessed as timber land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five years or lesser number of years.

4. Rights of the public in and to that portion of the herein described property lying within the boundaries of roads and roadways.

5. Easement, including the terms and provisions thereof, conveyed to West Coast Telephone Company by instrument recorded February 18, 1954 in Volume 232, page 211, Deed Records of Coos County, Oregon.

6. Easement, including the terms and provisions thereof, conveyed to The United States of America and its assigns by instrument recorded January 14, 1959 in Volume 209, Page 546, Deed Records of Coos County, Oregon.

7. Easement, including the terms and provisions thereof, conveyed to Pacific Power & Light Company by instrument recorded June 22, 1976 as microfilm no. 76-6-9222, records of Coos County, Oregon.

8. Subject to conditions, restrictions and easements, including the terms and provisions thereof, as set forth on minor partition recorded December 13, 1984 as microfilm no. 84-5-7150, records of Coos County, Oregon.

9. State of Oregon, Department of Revenue Warrant No. 01-87-177923 against Laurie L. Lillenthal in the amount of \$653.14 plus interest & costs, filed January 25, 1990 as microfilm no. 90-1-1478, records of Coos County, Oregon.

10. State of Oregon, Department of Revenue Warrant No. 01-88-179631 against Laurie L. Lillenthal in the amount of \$821.17 plus interest & costs, filed March 14, 1990 as microfilm no. 90-3-0839, records of Coos County, Oregon.

Exhibit "B"

WILLAMETTE VALLEY TITLE CO.
144035

RECORDED BY

TICOR TITLE
INSURANCE
60-655
Coos County Branch

2099

COOS COUNTY, OREGON 2018-11646

\$91.00

12/06/2018 10:52:25 AM

Pgs=2

AFTER RECORDED RETURN TO:

Kenneth Vernon Shelton &
Kasey Lee Fellows
63733 East Bay Road
North Bend, OR 97459



DEBBIE HELLER, CCC, COOS COUNTY CLERK

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

Kenneth Vernon Shelton &
Kasey Lee Fellows
63733 East Bay Road
North Bend, OR 97459

CONSIDERATION:

The true consideration for this conveyance is \$ 100

BARGAIN AND SALE DEED

Known all men by these presents, that Kenneth Eldon Shelton and Mary Martha Sheldon, husband and wife, Grantor's, conveys to Kenneth Vernon Shelton and Casey Lee Fellows, Grantee's, the following properties more particularly described as follows:

A parcel of land located in the E1/2 of the NE1/4 and Government Lot 6 of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and being a portion of that Parcel described in Book 135 Page 543, Deed Records of Coos County, Oregon, lying West of Parcel 2 of Partition 1995 #46 and lying North and East of the following described line:

Beginning at an iron pipe at the most Northerly corner of that parcel described in Microfilm Reel No. 72-11-79109 from which the Northeast corner of said Section 30 bears N74°35'29"E a distance of 2298.93 feet; thence S41°25'E a distance of 250.00 feet; thence S47°35'W a distance of 301.65 feet to a point on the easterly boundary of the County Road (now East Bay Road); thence S43°57'E along said boundary a distance of 30.00 feet to the Northwesterly corner of that parcel described in Microfilm Reel No. 72-6-7055; thence leaving said boundary N47°35'E a distance of 209.25 feet; thence S48°38'42"E a distance of 380.42 feet to a point on the Northwesterly boundary of that parcel described in Book 281 Page 708; thence N28°12'E a distance of 208.0 feet; thence S63°31'33"E a distance of 417.27 feet to a point determined by Tony Hostetter, LS 1975 in CS# 11A87 recorded in the Coos County Surveyor's Office; thence S63°26'51"E a distance of 173.39 feet to a 5/8" rebar; thence S50°19'58"E a distance of 183.94 feet to a 5/8" rebar; thence S27°46'44"W a distance of 489.97 feet to a 5/8" rebar on the Northerly boundary of East Bay Drive.

Grantor's reserves a 30 foot easement, 15 feet each side of the existing centerline of the Grantor's driveway located along the Western portion of the above described property. Said easement is for ingress, egress and utilities.

Grantor's also reserve an easement over and across what is commonly known as Noah Butte road located along the East line of the above described property.

96 10 0325



APPLICATION TO EXEMPT A MANUFACTURED STRUCTURE FROM REGISTRATION AND TITLING

DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLE REGISTRATION
1001 LAWRENCE ST., SE. SALEM, OR 97304

Owner's Certificate of Legal Interest

SEP 30 1998

N526305

INSTRUCTIONS:

Complete all sections. This form must be signed by all interest-holding parties and have a Title Report or Lot Book Report attached that cannot be over 7 days old when submitted to DMV.

This form and Title Report or Lot Book Report must be submitted with your manufactured structure ownership documents and, if the manufactured structure is to be financed by a third party, proof of a loan approval.

Legal description and location of real property (description as recorded by county recorder or a certified copy of your deed may be substituted): SEE ATTACHED EXHIBIT FOR LEGAL DESCRIPTION

If there is a mortgage, deed of trust or lien on this land, list all mortgagees and beneficiaries of deeds of trust below. Space is provided for two names and addresses. If there are none, write "none".

NAME AND ADDRESS

SOUTH COAST ILWU FEDERAL CREDIT UNION, 2064 SHERIDAN AVE., NORTH BEND, OR 97459

Tax Lot Number (from assessor): 8915.00, 8915.05, 8915.05, 8916.00, 8916.90, 8916.91

Legal description of the manufactured structure that is located on the real property described above:

YEAR	MAKE	WIDTH	LENGTH	VEHICLE IDENTIFICATION NO.
<u>1997</u>	<u>Fltwd</u>	<u>28</u>	<u>50</u>	<u>1D4ELT31A6144128A13</u>

List all security interest holders, mortgagees, beneficiaries of deeds of trust, and lienholders whose interest is secured by the manufactured structure described above. Space is provided for two names, addresses and approvals. Signatures from the parties listed below are their approval that the application may be submitted. If there are none, write "none".

NAME AND ADDRESS

SOUTH COAST ILWU FEDERAL CREDIT UNION, 2064 SHERIDAN AVENUE, COOS BAY, OR 97420

SIGNATURE OF SECURED PARTY

[Signature]

DATE

8-22-96

SIGNATURE OF SECURED PARTY

X

DATE

Tax Lot Number (from assessor):

I/We do not know the whereabouts of the permanent plate assigned to this vehicle.

I/We certify that the statements made above are accurate to the best of my/our knowledge. All liens, deeds of trust, mortgages and security interests have been listed. If there are none, I/We have certified this by writing "none" in the space provided.

PRINTED NAME OF OWNER(S)

Kenneth Eldon & Mary Maetha Shelton

SIGNATURE OF OWNER

[Signature]

ADDRESS

3027 E Bay Drive, North Bend, OR 97459

TELEPHONE (Optional)

SIGNATURE OF OWNER

[Signature]

ADDRESS

SAME

OFFICE USE ONLY

PART III

OFFICIAL USE ONLY

Application for exemption for a manufactured structure is hereby approved.

DATE

10-2-96

SIGNATURE OF DMV OFFICER

[Signature]

This exemption is VOID if not recorded with the county within 15 calendar days from: 10-3-96

SEE REVERSE FOR COUNTY RECORDING AREA

775

98 10 0325

STATE OF OREGON }
County of COOS

FORM NO. 25 - ACKNOWLEDGMENT
Revised May 1991
Portland, OR 97204 © 1991

BE IT REMEMBERED, That on this 20th day of AUGUST 19 98
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named KENNETH ELDON HERRISON AND MARY MARTHA SHELTON

known to me to be the identical individual(s) 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 affixed
my official seal the day and year last above written.



Thomas Freeman
Notary Public for Oregon
My commission expires 4/14/99

STATE OF OREGON }
County of Coos

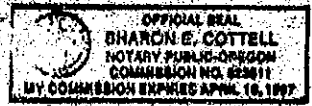
SEP 8 1998

FORM NO. 25 - ACKNOWLEDGMENT
Revised May 1991
Portland, OR 97204 © 1991

BE IT REMEMBERED, That on this day of AUGUST 22 19 98
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named JALEE VANKAM

OF SOUTH COAST ILWU FEDERAL CREDIT UNION
known to me to be the identical individual(s) described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily.

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



Sharon E. Cottell
Notary Public for Oregon
My commission expires 4-16-97

Official Recording by County Clerk

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24-64346

96 10 0325

SEP 30 1996

EXHIBIT "A"

A portion of Section 30, Township 25 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows: Beginning at the NE corner of said Section 30; thence West along the North line of said Section 30 to the Northeastly edge of East Bay Drive (County Road No. 48); thence Southeastly along the Northeastly edge of said County Road to a point from which the NE corner of said Section 30 bears N 30° 11' 44" E 2157.63 feet (said point also being along the Easterly edge of a private roadway); thence along the Easterly edge of said roadway as follows: N 36° 25' 51" E 232.95 feet to an iron rod; thence N 25° 28' 28" E 710.00 feet to the beginning of a 127.94 foot radius curve to the left; thence 95.91 feet along said curve through a central angle of 39° 50' 52"; thence N 10° 21' 22" W 140.00 feet to the beginning of a 107.88 foot radius curve to the right; thence 124.18 feet along said curve through a central angle of 65° 57' 18"; thence N 55° 34' 54" E 177.80 feet to the beginning of a 244.98 foot radius curve to the left; thence 150.50 feet along said curve through a central angle of 44° 24' 13"; thence N 11° 10' 45" E 157.89 feet; thence N 51° 26' 41" E 428.35 feet to an iron rod; thence N 39° 35' 39" W 227.27 feet to an iron rod; thence East 45.38 feet, more or less; to the East line of said Section 30; thence N 01° 31' 22" W 240.08 feet, more or less, to the NE corner of said Section 30, the point of beginning.

EXCEPT therefrom the following parcels of Record:

- Parcels described in Vol 240, Pages 305, 307 & 309, Coos County, Deed Records.
- Parcel described in Vol 281, Page 708, Coos County, Deed Records.
- Parcel described in Microfilm Reel No. 72-1-67055, Coos County, Deed Records.
- Parcel described in Microfilm Reel No. 72-11-79109, Coos County, Deed Records.

RECORDING # 96100325
 I, Mary Ann Wilson,
 Coos County Clerk, certify
 the within instrument
 was filed for record at
 1:59 PM 10/08/1996
 J. NILSON



By _____ Deputy
 #pages 3 Fee \$ 23.00

777