## Coos County Land Use Permit Application



SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL

PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

FILE NUMBER:

NO Comments

Date Received	1:2/12/2		2242		Received by:
T	his application s	shall be filled	out electron	ically. If you no	eed assistance please contact staff.
	a				l not be processed.  uired prior to submittal)
	(9				
				ORMATION	
	Owner(s) Kiv				
	ess: P.O. Box 2	03 - North Be		nail:	
Phone: <u>541-6</u>	646-5081		EI	nan.	
Township: 26S	Range: 13W	Section:	¼ Section: C	1/16 Section: A	Tax lots: 201
Select	Select	Select	Select	Select	
	Number(s): 504	4212	z	Zone: Select Zo	one Urban Residential-2 (UR-2)
Tax Account	Number(s)				Please Select
B. Applic	cant(s) Same as ess:	Owner			
Phone:			, A1		
c Consu	ltant or Agent:	Troy Rambo			
	ess P.O. Box 809 - N	orth Bend, OR 9745	9		
Phone #:	541-751-8900			Email:	mandrllc@frontier.com
		Type of	Application	n Requested	
Comp Plan Text Ame Map - Rez		Administrativ Hearings Bod Variance - V	e Conditional y Conditional	Use Review - ACU Use Review - HBO	Land Division - P, SUB or PUD Family/Medical Hardship Dwelling Home Occupation/Cottage Industry
			Districts and		
	ce Type: On-Site	(Well or Spring)	· PUBLIC		sal Type: On-Site Septic
School Distr				Fire District: (	
supplemental		ase contact sta	aff. Staff is	not able to prov	ssistance with the application or vide legal advice. If you need help
Any property	information ma	ay be obtained	from a tax	statement or car	n be found on the County Assessor's

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webpage at the following links: Map Information Or Account Information

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

Ar	oplication Check List: Please make off all steps as you complete them.
I.	A written statement of intent, attached to this application, with necessary supporting
	evidence which fully and factually describes the following:
	<ol> <li>A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.</li> </ol>
	2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
	3. A complete description of the request, including any new structures proposed.
	4. If applicable, documentation from sewer and water district showing availability for connection.
II.	A plot plan (map) of the property. Please indicate the following on your plot plan:  1. Location of all existing and proposed buildings and structures
	2. Existing County Road, public right-of-way or other means of legal access
	3. Location of any existing septic systems and designated repair areas
	4. Limits of 100-year floodplain elevation (if applicable)
	5. Vegetation on the property
	6. Location of any outstanding physical features
	7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
III.	A copy of the current deed, including the legal description, of the subject property.  Copies may be obtained at the Coos County Clerk's Office.
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I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director's decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

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

\* Sun Shrey Landers \* Brather J. Shreiby - Waredson

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#### **ACCESS INFORMATION**

The Coos County Road Department will be reviewing your proposal for safe access, driveway, road, and parking standards. There is a fee for this service. If you have questions about these services please contact the Road Department at 541-396-7660.

Property Address: 63333 Gyspy Drive - Coos Bay, OR 97420

Type of Access: Private Easement - Provide Easement Name of Access: Gyspy Drive

Is this property in the Urban Growth Boundary? No Is a new road created as part of this request?

Required parking spaces are based on the use of the property. If this is for a residential use two spaces are required. Any other use will require a separate parking plan submitted that is required to have the following items:

- Current utilities and proposed utilities;
- Roadmaster may require drawings and specs from the Oregon Standards Specification Manual (OSSC) (current edition).
- The location and design of bicycle and pedestrian facilities shall be indicated on the site plan if this is a parking plan;
- Location of existing and proposed access point(s) on both sides of the road where applicable;
- Pedestrian access and circulation will be required if applicable. Internal pedestrian circulation shall be provided in new commercial, office, and multi-family residential developments through the clustering of buildings, construction of walkways, landscaping, accessways, or similar techniques;
- All plans (industrial and commercial) shall clearly show how the internal pedestrian and bicycle facilities of the site connect with external existing or planned facilities or systems;
- Distances to neighboring constructed access points, median openings (where applicable), traffic signals (where applicable), intersections, and other transportation features on both sides of the property;
- Number and direction of lanes to be constructed on the road plus striping plans;
- All planned transportation features (such as sidewalks, bikeways, auxiliary lanes, signals, etc.); and
- Parking and internal circulation plans including walkways and bikeways, in UGB's and UUC's.

Additional requirements that may apply depending on size of proposed development.

- a. Traffic Study completed by a registered traffic engineer.
- b. Access Analysis completed by a registered traffic engineer
- c. Sight Distance Certification from a registered traffic engineer.

Regulations regarding roads, driveways, access and parking standards can be found in Coos County Zoning and Land Development Ordinance (CCZLDO) Article 7.

By signing the application I am authorizing Coos County Roadmaster or his designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. I understand that I shall contact the Road Department to let them know when the improvements are ready to be inspected or Bonded. Contact by phone at 541-396-7600

		Coos	County Road De	partment Use On	nly	
Roadmaster or	designee:	A SHEWAY		Serie Military		
Driveway	Parking	Access	Bonded	Date:	Receipt #	
File Number:	DR-20-					

## Coos County Planning Land Division Supplemental Application

VI.	Additional Information Required –				
	1.	Lien holder(s) name: Umpqua Bank, 6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224			
	2.	List of Easements and type: See attached Tentative map and title report			
	3.	Covenants or Deed Restrictions that apply: None			
	4.	Legal Access and maintenance agreements: Gypsy Drive - no agreements			
	5.	Is the subject property part of an existing plat (partition or subdivision) ✓ Yes, answer the following:  a. What year was the plat recorded; and 2003  b. Was it part of a ✓ partition or ☐ subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria.			
	6.	Does the property current have water, sewer or on-site septic, Development?			
	7.	Is the applicant requesting the Planning Director to waive the water requirements ☐ yes ✓ no, and if yes please explain why.			
	8.	Are there natural hazards that apply to this property? No			
	9.	Is any portion of this property located within the Coastal Shoreland Boundary or Estuary? If so this shall be indicated on the plat. If within a CSB there will be additiona site development criteria that apply.			
	10.	Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply.			
VII.	incon Coos a.	ral Outline of process – If there is missing information the application will be deemed applete. The following is a general outline of the process for the review of land divisions in County:  Application is filed and reviewed for completeness pursuant to §5.0.200;  Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;			

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

### VIII. SECTION 6.2.350 TENTATIVE PLAT REQUIRMENTS (Tentative Plan):

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

subdivision boundary lines and school district boundaries.

#### 2. Information required for tentative plat.

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

<b>√</b>	Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes,
	grades and locations indicated.
<b>11</b>   <b>1</b>   □	Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.
<b>V</b>	Easements, together with their dimensions, purpose and restrictions on use.
7	Zoning classification of the land and Comprehensive Plan map designation.
Ō	Draft of proposed restrictions and covenants affecting the plat if applicable. If not applicable indicate that on the form.
4/4	Predominant natural features such as water courses and their flows, marshes, rock
	outcropping, and areas subject to flooding, sliding or other natural hazards.  Applicable natural hazards may be verified with planning staff.
<b>7</b>	
	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.
b. Subd	ivisions – Shall include the following additional information:
a part is a second	The proposed name of the subdivision must be on the plat.
	The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
	Private streets and all restrictions or reservations relating to such private streets.
	Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
	Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
	The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
	Proposed means and location of sewage disposal and water supply systems.
3. Developmen	
a. Subdivisio	
i. provi pha	de for platting in as many as three (3) phases. The preliminary plan must show each use and be accompanied by proposed time limitations for approval of the final plat for h phase.
	e limitations for the various phases must meet the following requirements:
	Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
2.	Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
3.	Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.
b. Partitions	중앙 (중앙) 보고 1941년에 1961년에 1961
	ide all phasing for partitions. If phasing is proposed then road standards for subdivisions apply.
ii. If a la	and division is proposed on a property that has been partitioned in the prior three years

then the partition shall be reviewed pursuant to subdivision criteria.

Criteria: The following criteria will need to be addressed:

Land Division Application (Revised 07/14)

IX.

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

When recorded, return to: Umpqua Bank Attn: Post Closing 64010 SW Cardinal Lane, 1st Floor Tigard, OR 97224 Coos County, Oregon

2019-11338

\$196.00 Pgs=23

12/13/2019 02:43 PM

eRecorded by: TICOR TITLE COOS BAY

Debbie Heller, CCC, Coos County Clerk

Title Order No.: 360619029481 Escrow No.: 360619029481 LOAN #: 8501416072

[Space Below This Line For Acknowledgment]

#### **DEED OF TRUST**

MIN 1000458-1000277188-6

MERS PHONE #: 1-888-679-6377

#### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated December 13, 2019, together with all Riders to this document.
- (B) "Borrower" is KIVA L SCHREIBER-DAVIDSON AND HEATHER L SCHREIBER-DAVIDSON, AS TENANTS BY THE ENTIRETY.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Umpqua Bank.

Lender is a State Chartered Bank, under the laws of Oregon. Lender's address is 6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224. organized and existing

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

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 1, 2050.** 

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

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

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3038 1/01 Eilie Mae, Inc. Page 1 of 10



(I) "F	liders" means all Riders to	this Security Instrument th	nat are executed by	Borrower. The following	Riders are to be
	ed by Borrower [check box			A	
	Adjustable Rate Rider	Condominium Ride		Second Home Ride	r
	Balloon Rider	Planned Unit Devel	opment Rider	☐ V.A. Rider	
	1-4 Family Rider	Biweekty Payment	Rider		
×	Mortgage Electronic Regis	tration Systems, Inc. Rider			
×	Other(s) [specify]				
		er, Manufactured Home	Affidavit of Affivat	lon	
		.,	Time of Amage	1011	
(J) "A	pplicable Law" means all	controlling applicable federa	state and local eta	tutes regulations ordinar	acce and admin
istrativ	e rules and orders (that hav	the effect of lew) as well	as all applicable fine	l non appealable indiale	l calalana
(K) "C	ommunity Association Du	es Fees and Assessmen	te" maana all duas	ii, non-appealable judicia	opinions.
are im	oosed on Borrower or the P	roparty by a condominium	consistion homes,	iees, assessments and of	ner charges that
(1 ) "E	lectronic Funda Transfer"	massa any transfer of fund	association, nomeo	where association or simi	lar organization.
Danor	lectronic Funds Transfer"	theans any transfer or funds	s, other than a transe	action originated by check	, draft, or similar
paper	nstrument, which is initiated	through an electronic term	inal, telephonic instr	rument, computer, or mag	netic tape so as
to orde	r, instruct, or authorize a fi	nancial institution to debit o	r credit an account.	Such term includes, but	is not limited to,
point-c	f-sale transfers, automated	eller machine transactions,	transfers initiated by	telephone, wire transfers	, and automated
clearin	gnouse transfers.				
(M) "E	scrow Items" means those	items that are described in	n Section 3.		
(N) "N	liscellaneous Proceeds"	means any compensation,	settlement, award of	damages, or proceeds p	aid by any third
party (	outer than insurance proces	eas paid under the coverage	es described in Secti	ion 5) for: (i) damage to o	r destruction of
the Pro	perty; (II) condemnation or	other taking of all or any pa	rt of the Property: (iii	) conveyance in lieu of co	ondemnation: or
(IV) mis	representations of, or omis	sions as to, the value and/o	or condition of the Pr	roperty	
(O) "N	ortgage Insurance" mear	is insurance protecting Len	der against the noni	navment of or default on	the Leep
(P) "P	eriodic Payment" means	the regularly scheduled ar	nount due for (i) pri	ncinal and interest under	the Nete -lue
(II) any	amounts under Section 3	of this Security Instrument	mount due for (i) pin	nopai and interest unde	ule Noie, plus
(Q) "A	ESPA" means the Real Est	ate Settlement Procedures	Act /12     C C C2C01	at aga \ and its implemen	
Regula	tion X (12 C.F.B. Part 1024)	se they might be smeade	d from time to the	et seq.) and its impleme	nting regulation,
or regul	tion X (12 C.F.R. Part 1024)	a subject matter As weed in	d from time to time,	or any additional or succe	essor legislation
and m	lation that governs the same	e subject matter. As used in	this Security Instru	ment, "RESPA" refers to a	all requirements
"fodom	strictions that are imposed	in regard to a rederally rel	ated mortgage loan	" even if the Loan does	not qualify as a
(D) #6	lly related mortgage loan" u	nder HESPA.			
(n) 8	uccessor in Interest of Bo	prower" means any party	that has taken title t	to the Property, whether o	or not that party
nas as	sumed Borrower's obligation	ns under the Note and/or th	is Security Instrume	ent.	
TOANIC	FFD OF DIOLES IN THE				
THAN	FER OF RIGHTS IN THE	PROPERTY			
This Se	curity Instrument secures to	Lender: (i) the repayment of	of the Loan, and all n	enewals, extensions and	modifications of
IIIO IAO	e, and (ii) the performance	Of Borrower's covenants ar	od agreemente unde	or this Conwity Instrumen	A A A A
r Of this	purpose, borrower irrevoc	ably grants and conveys to	Trustee, In trust, wit	th power of sale, the folio	wing described
proper	y located in the County	of Co	os		g doconbod
	[Type of Re-	cording Jurisdiction] [Na	me of Recording Jurisdic	ation):	
SEE L	EGAL DESCRIPTION ATT	ACHED HERETO AND MA	ADE A PART HERE	OF AS "EXHIBIT A"	
WLIA W	304212			TO THE EXILIBITY.	
APN#	504211				
		*			
which o	urrently has the address of	62222 0	_		
		63333 Gypsy Ln, Coos	вау,		
Oregon	97420 ("	Property Address"):			[Street] [City]
9 - 11	[Zip Code]	roperty Address J.			
	المهموم طرحا				

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

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

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

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3038 1/01 Ellie Mae, Inc. Page 2 of 10



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

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

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

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

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

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

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage,

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

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

Funds held by Lender.

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

shall pay them in the manner provided in Section 3.

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used

by Lender in connection with this Loan.

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

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

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

clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

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

Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence

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for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

prior to such an interior inspection specifying such reasonable cause.

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

occupancy of the Property as Borrower's principal residence.

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

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be pay-

able, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, after or amend the ground lease. If Borrower acquires fee title to the

Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower

does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's

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risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not

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limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer of the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or the

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transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the

Note purchaser

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

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

means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

may purchase the Property at any sale.

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

Instrument; and (c) any excess to the person or persons legally entitled to it.

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

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and

duties conferred upon Trustee herein and by Applicable Law.

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3038 1/01 Ellie Mae, Inc. Page 8 of 10



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

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

27. Required Evidence of Property Insurance.

#### WARNING

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

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

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

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

(Seal)

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3038 1/01 Ellie Mae, Inc. Page 9 of 10





State of Octor

**County of COOS** 

OFFICIAL STAMP
MICHELLE KAY LINDSEY
NOTARY PUBLIC-OREGON
COMMISSION NO. 97709 1
MY COMMISSION EXPIRES JULY 15, 2022

Signature of Notarial Officer

Title (and Rank)

My commission expires: Muli 5

Xuy 5 De

Lender: Umpqua Bank NMLS ID: 401867 Loan Originator: Marie Irene Harlow NMLS ID: 1019763

OREGON - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Form 3038 1/01 Ellie Mae, Inc. Page 10 of 10



LOAN #: 8501416072 MIN: 1000458-1000277188-6

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 13th day of December, 2019, incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Umpqua Bank, a State Chartered Bank

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at: 63333 Gypsy Ln, Coos Bay, OR 97420.

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

A. DEFINITIONS

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

Lender is a State Chartered Bank under the laws of Oregon. 6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224. organized and existing Lender's address is

Lender is the beneficiary under this Security Instrument. The term "Lender" includes

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

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

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

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B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is

amended to read as follows:

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

County [Type of Recording Jurisdiction] of

Coos [Name of Recording Jurisdiction]: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

AS "EXHIBIT A". APN #: 504212 APN #: 504211

which currently has the address of 63333 Gypsy Ln, Coos Bay.

OR 97420

("Property Address"):

[Street][City]

[State] [Zip Code]

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

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

C. NOTICES

Section 15 of the Security Instrument is amended to read as follows: 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this

MERS RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3158 04/2014 Ellie Mae, Inc.

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

D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE Section 20 of the Security Instrument is amended to read as follows:

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

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

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E. SUBSTITUTE TRUSTEE

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

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

MERS RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3158 04/2014 Ellie Mae, Inc.

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#### MANUFACTURED HOME RIDER TO THE MORTGAGE/ DEED OF TRUST/TRUST INDENTURE OR OTHER SECURITY INSTRUMENT

This Rider is made this 13th day of December, 2019 and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture or Other Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Umpqua Bank, a State Chartered Bank

(the "Note Holder") of the same date (the "Note") and covering the property described in the Security Instrument and located at 63333 Gypsy Ln, Coos Bay, OR 97420

(Property Address)

LEGAL DESCRIPTION:

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

APN #: 504212 APN #: 504211

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

A.	Property, as the temanufactured home New Use Manufacturer/Make Model Name or Moserial No. WAFL53 Serial No. Serial No. Serial No.	e (the "Manufacted x Yea Fleetwood/Fledel No. Tradition 1ABC18862-Ti	tured Home ar 2005 eetwood on 7663G R13	"):	mpass the following Width 41
	Serial No. Certificate of Title N	umber		E	No Certificate of Title
				ŀ	nas been issued.
В.	and regulations property describe of Title (if require	enant and agree regarding the a ed herein includi red) and obtain ocumentation ne	that they wi ffixation of t ng, but not lii ing the req ecessary to	ll comply with a he Manufactu mited to, surrer uisite governr	all state and local laws red Home to the real indering the Certificate mental approval and anufactured Home as
Ellie	Mae, Inc.	ı	Page 1 of 2		GMHR 1216 GMHL (CLS) 12/12/2019 10:53 AM PST



(b) That the Manufactured Home described above shall be, at all times, and for all pur-

(b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.
 (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Home has been delivered and installed to their satisfaction and is free from all defects.

C. RESPONSIBILITY FOR IMPROVEMENTS: Note Holder/Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

D. INVALID PROVISIONS: If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

By signing this, Borrower(s) agree to all of the above.

Ellie Mae, Inc.

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Initials:

12/12/2019 10:53 AM



This document was prepared by: Umpqua Bank P.O. Box 1140 Coos Bay, OR 97420

## LOAN #: 8501416072 MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER

STATE OF OR

COUNTY OF Coos

This Manufactured Home Affidavit of Affixation is made this 13th day of December, 2019 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to Umpqua Bank, a State Chartered Bank

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1.	Homeowner owns the manufactured home ("Home") described as follows:
	NewUsed_XYear_2005Length_64Width_41
	Manufacturer/Make_Fleetwood/Fleetwood
	Model Name or Model No. <u>Tradition 7663G</u>
	Serial No. WAFL531ABC18862-TR13
	Serial No.
	Serial No.
	Serial No
	HUD Label Number(s) <u>WAS095185, WAS095186, WAS095187</u>
	Certificate of Title Number
MID CONTRACT	

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

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- The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
- If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt
  of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the
  Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health
  notice for the Home.
- The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
- The Home is or will be located at the following "Property Address":
   63333 Gypsy Ln, Coos Bay

Coos, OR 97420

(Street or Route, City) (County) (State, Zip Code)

 The legal description of the Property Address ("Land") is typed below or please see attached legal description.
 SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A"

- 7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
- 8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent Improvement to the Land.
- The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

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10. The Home is subject to the following se	LOAN #: 8501416072 curity interests (each, a "Security Interest"):
Name of Lienholder	Name of Lienholder
Address:	Address:
Original Principal Amount Secured: \$	Original Principal Amount Secured: \$
11. Homeowner agrees that as of today, or i Address, upon the delivery of the Home	f the Home is not yet located at the Property to the Property Address:
(a) All permits required by governments	al authorities have been obtained;
soil conditions of the Land. All found	e was designed by an engineer to meet the dations are constructed in accordance with codes, and manufacturer's specifications in applicable manufacturer's warranty;
<ul><li>(c) If piers are used for the Home, they Home manufacturer;</li></ul>	will be placed where recommended by the
(d) The wheels, axles, towbar or hitch on the Property Address; and	were removed when the Home was placed
(e) The Home is (i) Permanently Affixed of site-built housing, and (iii) is part	to a foundation, (ii) has the characteristics of the Land.
12. If the Homeowner is the owner of the Home and the Land shall be a single tra	Land, any conveyance or financing of the ansaction under applicable state law.
13. Other than those disclosed in this Affida other claim, lien or encumbrance affect known to the Homeowner that could rea Home or the existence or non-existence	avit, the Homeowner is not aware of (i) any ing the Home, (ii) any facts or information asonably affect the validity of the title of the of security interests in it.
14. The Homeowner hereby initials one of t the Home:	he following choices, as it applies to title to
certificate of origin, duly endorsed to	tificate of title. The original manufacturer's othe Homeowner, is attached to this Affidavit, al property records of the jurisdiction where
<ul> <li>B. The Home is not covered by a certifithe Homeowner is unable to produce origin.</li> </ul>	cate of title. After diligent search and inquiry, ce the original manufacturer's certificate of
	rigin and/or certificate of title to the Home ted as required by applicable law.
$\square$ D. The Home shall be covered by a c	ertificate of title.
15. This Affidavit is executed by Homeowne	r pursuant to applicable state law.
ATTENTION COUNTY CLERK: This instrument cover described herein and is to be filed for record in the rec	ords where conveyances of real estate are recorded.
Eille Mae, Inc. Page	3 of 5 Initials: //- GMANARDU 1117 GMANARLU (CLS) 12/12/2019 10:53 AM PST



This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

MICHELLE KAY LINDSEY
NOTARY PUBLIC-OREGON
COMMISSION NO. 977091
MY COMMISSION EXPIRES JULY 15, 2022

State of Wexp

County of COOS

This instrument was acknowledged before me on LLC DU KIVA L SCHREIBER-DAVIDSON AND HEATHER L SCHREIBER-DAVIDSON

My commission expires:

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded

Ellie Mae, Inc.

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IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal Umpqua Bank, a State Chartered Bank Lender in the year 2019 before me, the undersigned, a Notary day of Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (see) subscribed to the within instrument and acknowledged to me that he should be executed the same in the individual capacity(iss), and that by his (iss) subscribed to the within instrument, and that by his (iss) subscribed to the within instrument, and that by his (iss), or the person on behalf of which the individual (s) acted, executed the instrument. Official Seal: **Notary Printed Name** OFFICIAL STAMP Notary Public; State of Over Qualified in the County of W My Commission expires: KAREN M. BLACK NOTARY PUBLIC-OREGON COMMISSION NO. 960936 MY COMMISSION EXPIRES MARCH 28, 2021

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

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Brand Date of Control of Control		
heir signature(s) on t ividual(s) acted, exec	he instrument, the i	ndividual(s), or the
Official Seal:		
istrument covers poods	that are or are to become	ne fivh iree on the lend
nstrument covers goods acord in the records who	that are or are to become conveyances of re	ne fixtures on the Land al estate are pecorded?
nstrument covers goods ecord in the records who Page 5 of 5	ere conveyances of re	ne fixtures on the Land al estate are recorded (Itials:
	in the year nally appeared  personally known individual(s) whose report that he/she/they eners is greature(s) on the personal that he/she/they eners signature(s) on the personal that he/she/they eners signature(s) on the personal transfer signature(s) of the personal transfer signature(s) of the personal transfer signature(s) of the p	personally known to me or proved individual(s) whose name(s) is(are) subsuch that he/she/they executed the same in helr signature(s) on the instrument, the invidual(s) acted, executed the instrument.  Official Seal:



#### **EXHIBIT "A"**

Order No.: 360619029481

Parcel 2, Final Land Partition Plat 2003 #1 filed and recorded January 15, 2003 in Cab C-369, Plat Records and as instrument no. 2003-662, Deed Records of Coos County, Oregon.

TOGETHER WITH an undivided 1/3 interest in and to that certain portion of Government Lot 4, Section 3, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: the East 70 feet of the following described portion of property, beginning at the Southwest corner of Government Lot 4; thence North and following the West line of said Government Lot 4 a distance of 98 feet, more or less, to the South line of the Plat of First Addition to Marshfield, Coos County, Oregon; thence East and following the South line of said plat 400 feet; thence South and parallel to the West line of said Government Lot 4 a distance of 95 feet, more or less, to the South line of said Government Lot 4, which point is also on the East-West quarter section line; thence West and following the South line of said Government Lot 4 a distance of 400 feet, more or less to the point of beginning.

## **COOS County Assessor's Summary Report**

## **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021

**NOT OFFICIAL VALUE** 

January 7, 2021 9:10:47 am

Account #

504212

Map # Code - Tax # 26S1303CA00201 0943-504212

Tax Status

ASSESSABLE

Acct Status Subtype

**ACTIVE** NORMAL

Legal Descr

See Record

**Mailing Name** 

SCHREIBER-DAVIDSON, KIVA L & HEATHER L

Deed Reference #

2019-11337

Agent

In Care Of

Sales Date/Price

12-13-2019 / \$250,000.00

**Mailing Address** PO BOX 203

NORTH BEND, OR 97459-0017

Appraiser

JIM HARTER

**Prop Class** 

101

MA SA

NH Unit

**RMV Class** 

101 04 RRL 8672-1 17

Situs Address(s)	Situs City	
ID# 10 63333 GYPSY DR	COOS BAY	

			Value Sum	mary			
a	RMV	MAV	AV	SAV	MSAV	RMV Exception	CPR %
Land Impr.	240,880 228,090						
Area Total	468,970	236,020	236,020	0	0	0	rio d
and Total	468,970	236,020	236,020	0	0	0	
	Land Impr. Area Total	Land 240,880 Impr. 228,090 Area Total 468,970	Land 240,880 Impr. 228,090 Area Total 468,970 236,020	RMV MAV AV Land 240,880 Impr. 228,090 Area Total 468,970 236,020 236,020	Land 240,880 Impr. 228,090 Area Total 468,970 236,020 236,020 0	RAM         MAV         AV         SAV         MSAV           Land         240,880         Land           Impr.         228,090         Impr.           Area Total         468,970         236,020         236,020         0         0	RAV         MAV         AV         SAV         MSAV         RMV Exception           Land         240,880         Land         0           Impr.         228,090         Impr.         0           Area Total         468,970         236,020         236,020         0         0         0

Code	e port		Plan		Land Breakdow	n		- 3 v		Trended
Area	ID#	RFPD Ex	Zone	Value Source	TD%	LS	Size	Land Class	ind Class LUC	RMV
0943	20	7	UR-2	Market	100	A	5.00	HS	003	229,420
0943	10		UR-2	Market	100	Α	0.26	MV	003	11,460
					Grand T	otal	5.26			240.880

Code Area	ID#	Yr Bullt	Stat	Improvement Breakdo	own TD%	Total Sg. Ft.	Ex% MS Acct #	Trended
0943	3	2012	303	General Purpose Building	100	720	EX70 IIIO ACCC III	6,640
0943	2	2006	135	Garage-Class 3	100	0		38,140
0943	1	2005	463	MH REAL TRIPLE CLASS 6	100	2,640	E - 310694	183,310
					1 + 4 1			

Grand Total	3,	360			228,090			
emptions/Special Assessments/Potential Liab	oility							
		- 13	Time					
Amount	47.50			Year	2021			
Amount	18.75	Acres	4.26	Year	2021			
×	xemptions/Special Assessments/Potential Liab Amount	xemptions/Special Assessments/Potential Liability  Amount 47.50 Year						

**Appr Maint:** 

2021 - OTHER NEW CONSTRUCTION (ADDITIONS OR ALTERATION)

## STATEMENT OF TAX ACCOUNT

## COOS COUNTY TAX COLLECTOR COOS COUNTY COURTHOUSE COQUILLE, OREGON 97423

(541) 396-7725

7-Jan-2021

SCHREIBER-DAVIDSON, KIVA L & HEATHER L PO BOX 203 NORTH BEND OR 97459-0017

Tax Account #
Account Status

504212

A Real

Roll Type Rea Situs Address 633

63333 GYPSY DR COOS BAY OR 97420

Lender Name CLG - UMPQUA BANK

Loan Number

Property ID 0943

Interest To Jan 15, 2021

**Tax Summary** 

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,045.78	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,918.02	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,840.09	Nov 15, 201
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,305.62	Nov 15, 201
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,237.69	Nov 15, 201
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,179.78	Nov 15, 201:
014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,157.66	Nov 15, 201
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$83.78	Nov 15, 201
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$83.33	Nov 15, 201
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.82	Nov 15, 201
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.35	Nov 15, 201
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$81.97	Nov 15, 200
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$107.73	Nov 15, 200
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$71.11	Nov 15, 200
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$346.40	Nov 15, 200
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$351.91	Nov 15, 200
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$334.61	Nov 15, 200
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$263.48	Nov 15, 200
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$19,574.13	

TAX NOTATION...

NOTATION CODE

DATE ADDED DESCRIPTION

SPLIT CODE

4-Jun-2014

AFFIDAVIT #20303 - #504292 COMBINED INTO #504212 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

## **COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES**

1/7/2021 9:11:27 AM

Account #

504212

Мар

26S1303-CA-00201

Owner

SCHREIBER-DAVIDSON, KIVA L & HEATHER L

**PO BOX 203** 

NORTH BEND OR 97459-0017

Name

Type

Name

OWNER OWNER SCHREIBER-DAVIDSON, KIVA L SCHREIBER-DAVIDSON, HEATHER L

OWNER

TENANTS BY ENTIRETY HUSBAND

SCHREIBER-DAVIDSON, KIVA L WIFE

SCHREIBER-DAVIDSON, HEATHER L

Ownership Type OWNER

Own Pct

OWNER

### COOS COUNTY ASSESSOR

## **Manufactured Structure Assessment Report**

#### **FOR ASSESSMENT YEAR 2021**

NOT OFFICIAL VALUE

1/7/2021 9:13:45 AM

Account #

310694

**TAX STATUS** 

Code - Tax #

**ACCT STATUS** 

ASSESSABLE

0943

ACTIVE

**Mailing Address** 

SCHREIBER-DAVIDSON, KIVA L & HEATHER L

SUBTYPE

**EXEMPT** 

PO BOX 203

NORTH BEND OR 97459-0017

HOME ID

309201

**X NUMBER** 

**EXEMPT#** 

2006-4782

SITUS ADDRESS

SITUS CITY

**TAX NOTATION** 

SPLIT CODE

63333 GYPSY DR

**COOS BAY** 

APPRAISER

JIM HARTER

VALUE SUMMARY **CODE AREA** RMV MAV AV

IMPR. \$183,310 \$92,260 \$92,260 TREND % 100% IMPR.

CPR % **RMV EXCEPTION** 

Manufactured Structure Information

VIN# BRAND

0943

WAFL531ABC18862-TR13

STAT CLASS QUALITY

463 100

MODEL

**FLEETWOOD TRADITION 7663G** 

CONDITION

**YEAR BUILT** STICKER#

2005

MA / SA / NH BEDROOMS / BATHS

04 / 17 / RRL 3/2

Real Property Information

**REAL ACCOUNT #** 

MAP

504212 26S1303CA00201 MA/SA/NH PROP CLASS 04 / 17 / RRL

UNIT 8672

RMV CLASS

101 101

PARK NAME COMMENTS

First Floor

**FLOORS** 

DESCRIPTION CLASS SQFT SIZE

TYPE OF HEAT TYPE

RMV 87,706

**DIMENSIONS: 40 X 66** 

INVENTORY

6

2.640

	Size/Qty	RMV		Size/Qty	RMV
1001 Fndtn - Conc/Block	212	7110	6018 IntComp - Applncs Dishwasher		
2007 MFS - Triple Glaze		0	8001 Plumb'g - Full Bath	2	ŏ
3102 Roof - Gable - Med Arch Comp	0	0	8011 Plumb'g - Kitchen Sink		ő
4001 Floor - 1st Flr - Carpet/Vinyl	- N VN -	0	8012 Plumb'g - Water Heater		ŏ
5001 Partitions - Drywall		0	9003 Heat'g - F/A		0
6004 IntComp - Good Built-Ins		0	9009 Heat'g - Woodstove in Class	1	2028
6009 IntComp - Applncs Basic Set		Õ	Troubleton in Class		2020
a production with the second s			Total Invent	ory RMV	9138

EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY

TYPE

COMMENTS:

**FLEETWOOD** 

# COOS COUNTY ASSESSOR MS ACCOUNT NAMES

1/7/2021 9:14:13 AM

Account #

310694

Owner

SCHREIBER-DAVIDSON, KIVA L & HEATHER L

**PO BOX 203** 

NORTH BEND OR 97459-0017

Name		Ownership	Own
Туре	Name	Туре	Pct
OWNER	SCHREIBER-DAVIDSON, KIVA L	OWNER	
OWNER	SCHREIBER-DAVIDSON, HEATHER L	OWNER	

## **COOS County Assessor's Summary Report**

## **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021

**NOT OFFICIAL VALUE** 

January 14, 2021 1:50:45 pm

Account #

504211

Map # Code - Tax #

**Legal Descr** 

26S1303BD03700

0900-504211

See Record

**Mailing Name** 

MORRISON, EDWARD N ET AL

Agent In Care Of

SCHREIBER-DAVIDSON, KIVA L & HEATHER L

**Mailing Address PO BOX 203** 

NORTH BEND, OR 97459-0017

**Prop Class RMV Class** 

100 100 MA SA 03 13

NH Unit CCB 8671-1

**ASSESSABLE** 

2019-11337

**ACTIVE** 

NORMAL

Deed Reference # Sales Date/Price

12-13-2019 / \$250,000.00

**Appraiser** 

Tax Status

**Acct Status** 

Subtype

Situs Address(s) Situs City

			All Control of	Value Sumi	mary	War ingo transition		
Code Area		RMV	MAV	AV	SAV	MSAV	RMV Exception	CPR %
0900	Land Impr.	4,800 0				La Im		Jan 17
Code A	Area Total	4,800	17,342	4,800	0	0	0	
Gra	and Total	4,800	17,342	4,800	0	0	0	

Code Area	ID#	RFP	D Ex	Plan Zone	Value Source	Land Breakdow TD%	n LS	Size	Land Clas	s LUC	Trended RMV
0900	10	1	1	R-2	Market	100	Α	0.13	MISC	001	4,800
						Grand 1	otal	0.13			4,800
Code Area		D#	Yr Built	Stat Class	Description	Improvement Break	down	TD%	Total Sq. Ft. Ex	% MS Acct #	Trended RMV
				Patrick S	20 - 19 - 61		Frand Tot	al	0		0

## STATEMENT OF TAX ACCOUNT

## COOS COUNTY TAX COLLECTOR **COOS COUNTY COURTHOUSE COQUILLE, OREGON 97423**

(541) 396-7725

14-Jan-2021

MORRISON, EDWARD N ET AL SCHREIBER-DAVIDSON, KIVA L & HEATHER L PO BOX 203 NORTH BEND OR 97459-0017

Tax Account # Account Status

Situs Address

Roll Type

504211

Real

Lender Name

Loan Number

0900 Property ID

Interest To

Jan 15, 2021

ax Su	mmary						
Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.62	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.84	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.06	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$73.19	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$72.26	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.97	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.67	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$61.11	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$61.10	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$204.10	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$204.68	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$258.16	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$272.50	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$253.18	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$271.12	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$271.23	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$260.99	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$254.93	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$2,885.71	

## COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES

1/14/2021 1:50:52 PM

Account #

WIFE

504211

Map

26S1303-BD-03700

Owner

MORRISON, EDWARD N ET AL

SCHREIBER-DAVIDSON, KIVA L & HEATHER L

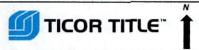
**PO BOX 203** 

SCHREIBER-DAVIDSON, HEATHER L

NORTH BEND OR 97459-0017

Name Type Name **OWNER** WILLIAM HENRY DAHL JR REVOCABLE LIVING TRUST **OWNER** DAHL, WILLIAM HENRY JR **OWNER** SCHREIBER-DAVIDSON, KIVA L OWNER SCHREIBER-DAVIDSON, HEATHER L **OWNER** MORRISON, EDWARD N OWNER AS TENANTS IN COMMON (33.3333%) MORRISON, EDWARD N
OWNER AS TENANTS IN COMMON (33.3333%)
WILLIAM HENRY DAHL JR REVOCABLE LIVING TRUST TRUSTEE DAHL, WILLIAM HENRY JR OWNER AS TENANTS IN COMMON (33.333%) TENANTS BY ENTIRETY HUSBAND SCHREIBER-DAVIDSON, KIVA L

Ownership Type OWNER OWNER AS TRUSTEE OWNER OWNER OWNER Own Pct



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

