## PROPERTY LINE ADJUSTMENT



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

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

	1	FILE NUMBER: PLA-O/ (- C
Date Received:	21 2) Receipt #:	220985 Received by:
This ap	plication shall be filled ou	out electronically. If you need assistance please contact staff.
		luded the application will not be processed.  on line a file number is required prior to submittal)
	L	AND INFORMATION
A. Land Owne	er(s) Sandra Kay Easly	
Mailing address: 80	05 Crocker Ave., Coos Bay, O	OR 97420
Phone: 503-619-720	08	Email: oseaskay5957@yahoo.com
		1/4 Section: 1/16 Section: Tax lot:  B D 200
Tax Account Number	ber(s): 164405	Zone: Select Zone Rural Center
Acreage Prior to Adj <b>B.</b> Land Owner	justment: 0.37  (s) Kenneth A. Navarra	Acreage After the Adjusment .44
Mailing address: 69	194 Sandbug Rd., North Bend	d, OR 97459
Phone: 541.7 Township: Range		Email: Kinavacra @netzera.net
24S _13W	11 <u>B</u>	D 501
Tax Account Numbe	er(s) 164403	Zone Rural Center
Acreage Prior to Adj	ustment: 0.47	Acreage After the Adjustment
C. Surveyor Do	ouglas C. McMahan	
Mailing Address70	5 South 4th St. P.O. Box 11	18, Coos Bay, OR 97420
Phone #: 54	1-267-2872	Email: dmcmahan@stuntzner.com

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

	e check off that all the required documents have been submitted wirments will result in an incomplete application or denial.	th the application. Fail	lure to submit
V	Purpose of the Property Line Adjustment:		
To	move the existing house on tax lot 200 back onto its property	/. The house on tax	lot 200 is
	If built on tax lot 200 and half build on tax lot 501. The purpose existing fence line between the two parcels as the new prop		is to hold
	A before and after vicinity map locating the proposed line adjust subdivisions, partitions, other units of land and roadways.	ment or elimination in	relocation to adjacent
	A plot plan showing the existing boundary lines of the lots or para approximate location for the proposed adjustment line. The plot of the lots of the property 1. Within Farm and Forest at least within 30 feet of the property 2. Within Rural Residential at least 10 feet of the property boun 3. Within Controlled Development at least within 20 feet of the 4. Within Estuary Zones at least within 10 feet of the boundarie 5. Within Commercial and Industrial within 10 feet of the bound 11 there is no development within distance listed above the plan required distance.	plan needs reflect struct boundaries. daries. boundaries. s. daries. eeds to indicate not de	velopment within the
	A current property report (less than 6 months old) indicating any teaseemnts, restrictive covenants and rights-of-way, and ownership <i>This shall be for both properties</i> . At the minimum a deed showing easements, covenants and ownership will be accepted for both proholder as part of this process.	os of the property. A t	itle report is acceptable. ers, reference to
	Please list all Lien Holders nan	nes and addresses:	
	Property 1:		
	Property 2: Navarra Nw Credit Union		
	Please answer the following:		
	Will the adjustment create an additional Unit of land?	Yes 🔲	No 🗹
	Does property 1 currently meet the minimum parcel/lot size ?	Yes 🔽	No 🗆
	Does property 2 currently meet the mimimum parcel/lot size?	Yes 🗹	No 🗆

Was property one created through a land division?	Yes 🔲	No 🗹
Was property two created through a land division?	Yes 🔲	No 🗹
Are there structures on the property?	Yes 🗸	No 🗆
If there are structures please provide how far they are in feet from the adjus	sted bounds	ary line:
Is there a sanitation system on the one or both properties, if so, please indic Onsite Septic S	ate the typ	e of system No Public Sewer
Is property one going to result in less than an acre and contain a dwelling?	Yes	No 🗌
Is property two going to result in less than an acre and contain a dwelling?	Yes 🗸	No 🗆
Is one or both properties zoned Exclusive Farm Use or Forest?	Yes□	No 🗹
Will the property cross zone boundaries? If so, a variance request will be re	equired.	Yes No
Will the property line adjustment change the access point?	Yes□	No 🗹
Acknowledgment Statement: I hereby declare that I am the legal owner of recordensent of the legal owner of record and I am authorized to obtain land use approviding the legal owner of record and I am authorized to obtain land use approviding the submittal information provided are true and correct to the belief. I understand that any authorization for land use approval may be revoked was issued based on false statments, misrepresentation or in error.  Property Owner Signatures	rovals. The	e statements y knowledge and
Sandra Fasly		
Tend a Mor		
Section 5.0.150 Application Requirements:		

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



**Coos County Planning Department** 

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

(541) 396-7770 FAX (541) 396-1022 / TDD (800) 735-2900

Jill Rolfe Planning Director

# **CONSENT**

On this 26th day of December	. 20 70;
I, Kenneth A. Navarra (Print Owners Name as on Deed)	
as owner/owners of the property described as Township	13w
Section 11 BD , Tax Lot 501 , Deed Reference 94  Day Mc Make  hereby grant permission to Startzner Erg. 9 Forestry Li  (Prim Name)	
Property Line Advistment application can be submitted.  (Print Application Type)	nitted to the Coos
County Planning Department.	
Owners Signature/s  The Golden American Signature of the	
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Coos County Courthouse Annex, Coquille, Oregon 97423
Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423

(541) 396-7770 FAX (541) 396-1022 / TDD (800) 735-2900

Jill Rolfe Planning Director

# **CONSENT**

On this 26th day of December	20 <u>20</u> ,
I, Sandra Kay Easly (Print Owners Name as on Deed)	
as owner/owners of the property described as Township, Range,	13w,
Section 11 BD, Tax Lot 200, Deed Reference 200 Day McMahan hereby grant permission to Stantzner Eng. & Forestry 200 (Print Name)	20-0438
hereby grant permission to Stantzner Eng. & Forestry LCC (Print Name)	so that a(n)
Property Cire Adustment application can be submit	tted to the Coos
County Planning Department.	
Owners Signature/s Sandla Fasty	
	_



#### 300 W Anderson (541)269-5127

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

To ("Customer"): Stuntzner Engineering and Forestry, LLC

PO Box 118

Coos Bay, OR 97420

**Customer Ref.:** 

360620033819

Order No.:

**Effective Date:** 

December 17, 2020 at 08:00 AM

\$300.00 Charge:

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

#### Part One - Ownership and Property Description

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

Kenneth Anthony Navarra and Lois Nadine Jacobson, as their interest may appear

Premises. The Property is:

(a) Street Address:

69194 Sandbug Road, North Bend, OR 97459

(b) Legal Description:

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

### Part Two - Encumbrances

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

#### **EXCEPTIONS**

1. Unpaid Property Taxes are as follows:

Fiscal Year:

2020-2021

Amount:

\$918.89, plus interest, if any

Levy Code:

1317

Account No.:

164403

Map No.:

24-13-11BD TL0501

Unpaid Property Taxes are as follows:

Fiscal Year

2019-2020

Amount:

\$877.17, plus interest, if any

Fiscal Year:

2020-2021

Amount:

\$918.89, plus interest, if any

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

- The Land has 3 or more years delinquent taxes and is subject to foreclosure action as provided under Oregon Revised Statutes. Upon the expiration of the statutory redemption period, the property shall be deeded to the county by the tax collector.
- 3. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:

West Coast Power Company

Recording Date:

Recording No:

July 19, 1941 Book 140, Page 96

Easement(s) and rights incidental thereto, as granted in a document:

Granted to:

Norman Walter Jacobson and Mary Louise Jacobson, husband and wife, or the

survivor of either

Recording Date:

July 9, 1952

Recording No:

Book 219, Page 463

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

Amount:

\$50,000.00

Dated:

December 20, 2017

Trustor/Grantor:

Kenneth Anthony Navarra and Lois Nadene Navarra who acquired title as Lois

Nadina Jacobson

Trustee:

American Title

Beneficiary:

Northwest Community Credit Union

Recording Date:

December 26, 2017

Recording No.:

2017-12337

Ticor Title Company of Oregon Order No. 360620033819

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

### **End of Reported Information**

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

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

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

# EXHIBIT "A" Legal Description

Beginning at a point 125 feet East of the Northwest corner of the N 1/2 of the NE 1/4 of the SE 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East 125 feet; thence South 165 feet; thence West 125 feet; thence North 165 feet to the place of beginning.

EXCEPT: that part of said land lying South of the private road crossing said land in an Easterly and Westerly direction, together with the right-of-way conveyed to the Grantors herein by Deed to them from Leonard W. Crawford, et ux, dated July 2, 1952 and recorded July 2, 1952 in Volume 219 of the Deed Records of Coos County, Oregon at Page 463.

That part of the following described land lying on the South side of the private road crossing said land in an Easterly and Westerly direction, said tract hereby conveyed measuring about 35 feet wide at the West end and 12 feet wide at the East end, and being bounded on the North by said private road and measuring about 125 feet long from East to West, said large tract out of which the tract hereby conveyed is taken being described as follows: Beginning at a point 125 feet East of the Northwest corner of the N 1/2 of the NE 1/4 of the NW 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East 125 feet; thence South 165 feet; thence West 125 feet; thence North 165 feet to the place of beginning.

Beginning 125 feet East and 110 feet South of the Northwest corner of the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 2, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 55 feet to the Southeast corner of parcel conveyed to Donald S. Jacobson et ux on July 9, 1962 in Book 219, Page 462, Deed Records of Coos County, Oregon; thence West 15 feet; thence North 55 feet; thence East 15 feet to the point of beginning.

Ticor Title Company of Oregon Order No. 360620033819

### **LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

Ticor Title Company of Oregon Order No. 360620033819

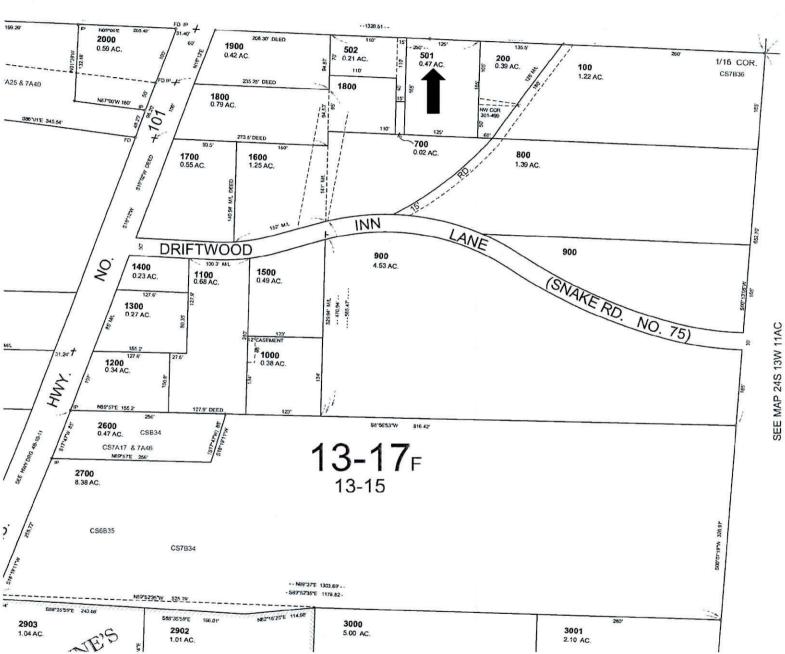
IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT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

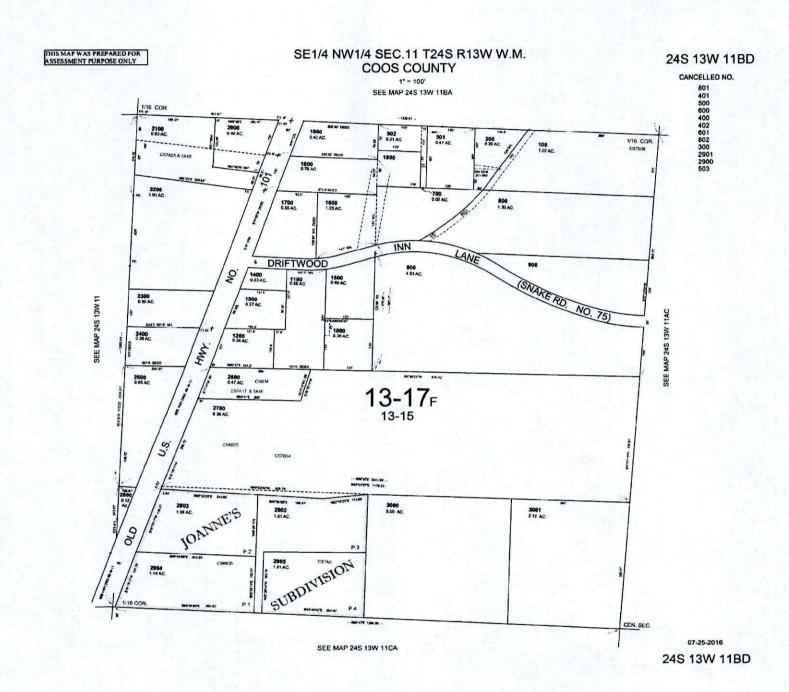
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

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

END OF THE LIMITATIONS OF LIABILITY

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





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Beginning 125 feet fast and 110 feet South of the Northwest corner of the NEW of the SER of the NeW of Section 2, Township 24 South, Range 13 West of the Willemette Heridian, Cook County, Oregon; thence South 55 feet to the Southeast corner of percel conveyed to Dopald B. Jacobson et ux on July 9, 1962 in book 219, Page 462, Dead Records of Cook County, Oregon; thence West 15 feet; thence North 55 feet; thence East 15 feet to the point of beginning.

RECORDING # 94100447
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at

appeared before me, who is known to me to be the identical individual and trustee, who executed the foregoing reconveyance at request of said husband and wife, and acknowledged to me that he executed the same freely, as trustee aforesaid.

Recorded July 19, 1941, 11:00 A. M. L. W. Oddy, County Clerk Bennett Swanton, Jr. Notery Public for Oregon My Commission expires April 5, 1944 (Noterial Seal)

1087-

#### RIGHT OF WAY EASEMENT

RECEIVED OF WEST GOAST POWER COMPANY a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, N. C. Brenan and Opal Brenan, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by N. C. Brenan and his wife, Opal Brenan, which lies in Section 11, Twp. 24 S. Range 13.W.W.M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of July, 1941.

WITNESSED BY: Duncan Gardner, Florence L. Gardner

N. C. Brenan Opal Brenan )seal(

STATE OF CALIFORNIA COUNTY OF LOS ANCELES SS: On this day personally appeared before me N. C. Brenan and Opal Brenan, his wife to me known to be the individual described in and who executed the with in and foregoing instrument; and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 14th day of July, 1941.

Recorded July 19, 1941, 11:30 A. M. L. W. Oddy, County Clerk Duncan Gardner
Notary Public for Los Angeles County
State of California
Ny Commission expires January 6, 1944
(Notarial Scal)

1088-

2

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, H. A. Nabb, unmarried, hereby grants and conveys unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by H. A. Nabb, which lies in the SW2 of the SE2 of Section 2 Twp.
24 S., R. 13 W. W. M. in Coos County, Oregon. Also that land owned by H. A. Nabb which lies in the NW2 of the NE2 of Sec. 11, Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOSETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this loth day of June,

WITNESSED BY1\_

H. A. Nabb / )seal(

STATE OF OREGON COUNTY OF COOS SS: On this day personally appeared before me H. A. Nabb to me known to be

the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 10th day of June, 1941.

Recorded July 19, 1941, 11:30 A. M. L. W. Oddy, County Clerk W. Harold Walker Notary Public for Oregon My Commission expires Aug. 29, 1943 (Notarial Seal)

1089-

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, John L. Sullivan and Mrs. Ruth Ellen Sullivan, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land described as follows:

That land, owned by Mary A. Johnson and Mr. August Johnson, and under option to purchase by John L. Sullivan and his wife Mrs. Ruth Ellen Sullivan, which lies in Section 11, Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have bereunto set our hands and seals this tenth day of June. 1941.

WITNESSED BY:\_\_

John L. Sullivan Ruth E. Sullivan )seal(

STATE OF OREGON COUNTY OF COOS SS: On this day personally appeared before me John L. Sullivan and his wife Mrs. Ruth Ellen Sullivan to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this tenth day of June, 1941.

Recorded July 19 , 1941, 11:30 A.M.: L. W. Oddy, County Clerk Notary Public for Oregon My Commission expires Aug. 29, 1943 (Notarial Seal)

1090-

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power\_\_, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, Herman E. Smith and Mrs. F. Catherine Smith, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by Herman F. Smith and his wife F. Catherine Smith which lies in the NW of the NE of Sec. 11, T. 24 S., R. 13 W. W. M. Also the NE of the NW of Sec. 11, T. 24 S. R. 13 W. W. M. all in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this tenth day of June, 1941.

WITNESSED BY:\_

Herman E. Smith Katherine Smith )seal(

	KNOW ALL MEN BY THESE PRESENTS, That  Jeonard Crawford and Edua Lae Crawford, hust	VOL 219 PAGE 403
	in consideration of Ten	grantorS
!! !!	to paid by Lorman Walton Jacobson - 135	
ij H	do . C.S. hereby grant, bardein, sell and convey unto the seld to	• grantees
	the following real property, with the tenements, hereditaments and ap	purtenances, situated in the County
į	and State of Oregon, bounde	d and described as follows, to-wit:
	Beginning at 2 point which lies I25 feet East corner of the N.2 of the N.2. OF THE S.L. Jection II, Township 24 south, Range I3 West of Leridian, Coos Gounty, Oregon: running thence I	t of the Lorthwest OF THE K.W _ OF f the Lillamette
	South 105 feet more	dast izj lect: thence
2	Heed Records of Coos County, Oregon; thence West Korthy I65 feet, more or less to the place of he	u in book 213. Pare 340.
	noncentral non wis sus	
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	Road right of way furnished to above said p	
	or may runnished to above said p	roperty.
	To Hammada Water	
!	To Have and to Hold the above described and granted premises theirs and assigns forever.	
,	And the grantor.S. do. S.S. covenant that they leader granted premises free from all incumbrances,	awfully seized in fee simple of the
	and that they will and their heirs, executors and administr	
	demands of all persons whomsoever	or, against the lawful claims and
	Witness Outhand 8 and seal 5 this 2ndday of	July, , 19 52
100	aloriand	av Crawford (SEAL) ac Crawford (SEAL)
1	STATE OF OREGON,	ac Charford (SEAL)
	County of Coos	. 107m
01.	within named Leonard Walrant ord and Edna Nac Crawfor	d State, personally appeared the
1	- who are known to me to be the identical individual and	
UBE	to the thatexecuted the same f	
, C. I.	IN TESTIMONY WHEREOF, I have h my official seal the	day and year last above written.
1.5	Finne	2. Church
2	My Commission ex	Notary Public for Oregon. pires. Warch 31, 1953.
Ü	sel of	[.J.] Co.
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71000 WARRANTY DEED	TO STATE OF OREGON  TO STATE OF OREGON  TO STATE OF OREGON  TO STATE OF OREGON  To ertify that the within instrument was received III. Book of 19.  Witness my hand and seal of County of 18.  Witness my hand and seal of County affixed.  Witness my hand and seal of County affixed.	County County
>	TEAL STATE OF OREGON  STATE OF OREGON  To County of County that the with ment was received If The County of County of County.  Witness my hand an County at the State of County of County.  Witness my hand an County at the State of County.  Witness my hand an County at the State of County.	By By

Tax Statements Shall Be Sent To: COOS COUNTY, OREGON 2017-12337 No Change 12/26/2017 02:18:00 PM DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=8 WHEN RECORDED MAIL TO: **Northwest Community Credit Union** 545 E. 8th Ave. Eugene, OR 97401 Tax Account Number: 164403 SPACE ABOVE THIS LINE FOR RECORDER'S USE LINE OF CREDIT TRUST DEED (and Request for Notice of Default) THIS LINE OF CREDIT TRUST DEED CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$ 50,000.00 12/20/2017 THIS DEED OF TRUST is made on among the Trustor, KENNETH ANTHONY NAVARRA AND LOIS NADINE NAVARRA WHO ACQUIRED TITLE AS LOIS NADINA **JACOBSON** (herein "Borrower"), whose address is 69194 Sandbug Rd North Bend, OR 974599697 American Title
Northwest Community Credit Union \_ (herein "Trustee"), and the Beneficiary, , a corporation organized and existing under the laws of State of Oregon whose address is 340 State St. North Bend, OR 97549 (herein "Lender"). IN CONSIDERATION of the indebtedness herein recited and the trust herein created; TO SECURE to Lender: (1) The repayment of all indebtedness due and to become due under the terms and conditions of the in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 30 years from the date of this Deed of Trust. © CUNA Mutual Group 1991, 2001, 02, 06, 10-13
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All Rights Reserved

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(2) The payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at a rate which may vary as described in the Credit Agreement, as permitted by applicable law.

(3) The performance of the covenants and agreements of Borrower herein contained; BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of COOS . State of Oregon:

See attached exhibit A

which has the address of 69194 SANDBUG RD				
NORTH BEND	(Street) , Oregon <u>97459</u> (herein "Property Address");			
(City)	(Zip Code)			

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property".

Complete if applicable:

This Property is part of a condominium project known as:

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project. This Property is in a Planned Unit Development known as:

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when

 Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.
 Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the

principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard 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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option

either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the

condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying

reasonable cause therefor related to Lender's interest in the Property.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of

any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable under the Credit Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the

applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior

written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed

copy of this Deed of Trust at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law,

statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

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

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof,

promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any

rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on

Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

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 the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be 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 the sale in one or more parcels and in such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

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

of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by the Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and the Credit Agreement. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. To the extent permitted by law, Lender may charge Borrower a fee for

such reconveyance and require Borrower to pay costs of recordation, if any.

25. Substitute Trustee. In accordance with applicable law, 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 the Trustee herein and by applicable law.

Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 27. Attorneys' Fees. As used in this Deed of Trust and in the Credit Agreement, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

	(REQUEST	FOR	NOTICE	OF	DEFAULT	AND	FORE	CLOSURE
_					AGES OR			

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

x Z D A	x Gran navana
KENNETH ANTHONY NAVARRA	LOIS NADINE NAVARRA
Borrower	Borrower
X	<u>X</u>
Other Borrower Owner of Colleteral	Other Borrower Owner of Colleteral

State of Oregon COUNTY of	Use this acknowledgment for individual(s) acting on	ner/nis own benair.
(name(s) of person(s))  OFFICIAL STAMP LIGHT Y A PRINS NOTARY PULL CREGON COMMISSION NO. 93434A MY COMMISSION EXPIRES JAMARY 23, 2019  My Commission expires:  /25/19  Use this acknowledgment for individual(s) acting in a representative capacity (e.g., a trustee for a trust).  State of Oregon County of  This instrument was acknowledged before me on  (name(s) of person(s)) as  (type of authority, e.g., officer, trustee, etc.) of  (name of party on behalf of whom instrument was executed)  Signature of Notarial Officer  Notary Name Typed, Printed or Stamped	County ofCOOS	
(name(s) of person(s))  OFFICIAL STAMP LIBERTY A PRINS NOTARY PUBLIC OREGON NOTARY PUBLIC OREGON NO 193430A MY COMMISSION EXPIRES JAMUARY 23, 2019  Title (and Rank)  JSe this acknowledgment for individual(s) acting in a representative capacity (e.g., trustee for a trust). State of Oregon County of This instrument was acknowledged before me on (date)  (name(s) of person(s)) as (type of authority, e.g., officer, trustee, etc.) of  (name of party on behalf of whom instrument was executed)  Signature of Notarial Officer  Notary Name Typed, Printed or Stamped	This instrument was acknowledged before me on	
OFFICIAL STAMP LIBERTY A PRINS NOTARY PUBLIC-OREGON COMMISSION BY 93436A MY COMMISSION EXPIRES JAMANRY 23, 2019  Wy Commission expires: 1/25/19  Use this acknowledgment for individual(s) acting in a representative capacity (e.g., attrustee for a trust).  State of Oregon County of This instrument was acknowledged before me on  (date)  (name(s) of person(s)) as  (type of authority, e.g., officer, trustee, etc.) of  (name of party on behalf of whom instrument was executed)  Signature of Notarial Officer  Notary Name Typed, Printed or Stamped	LOIS MADINE MANABRA	
LIBERTY A PRINS NOTARY PUBLIC ORGON COMMISSION NO. 9354364 MY COMMISSION EXPIRES JANUARY 23, 2019  Jose this acknowledgment for individual(s) acting in a representative capacity (e.g., a trustee for a trust).  Itate of Oregon From the instrument was acknowledged before me on  (date)  (name(s) of person(s)) as  (type of authority, e.g., officer, trustee, etc.) of  (name of party on behalf of whom instrument was executed)  Signature of Notarial Officer  Notary Name Typed, Printed or Stamped	(name(s) of person	un(s))
Use this acknowledgment for individual(s) acting in a representative capacity (e.g., a trustee for a trust).  State of Oregon County of	LIBERTY A PRINS NOTARY PUBLIC-OREGON COMMISSION NO. 935436A  Notary Name Typ	rins
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Title (and Rank)	tate of Oregon county of  This instrument was acknowledged before me on  (name(s) of person(s))  (type of authority, e.g., office  (name of party on behalf of whom in	(date)  as er, trustee, etc.) of  instrument was executed)
	tate of Oregon county of  This instrument was acknowledged before me on  (name(s) of person(s))  (type of authority, e.g., office  (name of party on behalf of whom in	(date)  as er, trustee, etc.) of  estrument was executed) e of Notarial Officer

#### SCHEDULE 'A'

THE FOLLOWING DESCRIBED PROPERTY IN COOS COUNTY, OREGON:
BEGINNING AT A POINT125 FEET EAST OF THE NORTHWEST CORNER OF THE N 1/4 OF THE NE
1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 13 WEST OF
THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE EAST 125 FEET, THENCE
SOUTH 165 FEET; THENCE WEST 125 FEET; THENCE NORTH 165 FEET TO THE PLACE OF
BEGINNING.

EXCEPT: THAT PART OF SAID LAND LYING SOUTH OF THE PRIVATE ROAD CROSSING SAID LAND IN AN EASTERLY AND WESTERLY DIRECTION, TOGETHER WITH THE RIGHT OF WAY CONVEYED TO THE GRANTORS HEREIN BY DEED TO THEM FROM LEONARD W. CRAWFORD, ET UX DATED JULY2, 1952 AND RECORDED JULY 2, 1952 IN VOL. 219 OF THE DEED RECORDS OF COOS COUNTY, OREGON AT PAGE 463.

THAT PART OF THE FOLLOWING DESCRIBED LAND LYING ON THE SOUTH SIDE OF THE PRIVATE ROAD CROSSING SAID LAND IN AN EASTERLY AND WESTERLY DIRECTION, SAID TRACT HEREBY CONVEYED MEASURING ABOUT 33 FEET WIDE AT THE WEST END AND 12 FEET WIDE AT THE EAST END, AND BEING BOUNDED ON THE NORTH BY SAID PRIVATE ROAD AND MEASURING ABOUT 125 FEET LONG FROM THE EAST TO WEST, SAID LARGE TRACT OUT OF WHICH THE TRACT HEREBY CONVEYED IS TAKEN BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT125 FEET EAST OF THE NORTHWEST CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF THE SECTION 11, TOWNSHIP 24 SOUTH RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE EAST 125 FEET; THENCE SOUTH 165 FEET; THENCE WEST 125 FEET; THENCE NORTH 165 FEET TO THE PLACE OF BEGINNING. BEGINNING 125 FEET EAST AND 110 FEET SOUTH OF THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 55 FEET TO THE SOUTHEAST CORNER OF PARCEL CONVEYED TO DONALD E. JACOBSON ET UX ON JULY 9, 1962 IN BOOK 219, PAGE 462, DEED RECORDS OF COOS COUNTY, OREGON; THENCE WEST 15 FEET; THENCE NORTH 55 FEET; THENCE EAST 15 FEET TO THE POINT OF BEGINNING

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

## **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021 **NOT OFFICIAL VALUE** 

December 9, 2020 8:42:03 am

Account # Map#

164403

24S1311BD00501 1317-164403

**Tax Status Acct Status**  **ASSESSABLE** 

Subtype

ACTIVE NORMAL

Code - Tax # Legal Descr

See Record

**Mailing Name** 

NAVARRA, KENNETH A.; ETAL

Deed Reference #

See Record

Agent

In Care Of

Sales Date/Price Appraiser

See Record LARRY W. RESCORLA

**Prop Class** 

**RMV Class** 

Mailing Address 69194 SANDBUG RD

NORTH BEND, OR 97459-9697

101 101

MA 01

NH Unit RRL 2628-1

Situs Address(s)

Situs City ID# 10 69194 SANDBUG RD NORTH BEND

SA

07

			Value Sumi	mary			F-6-315
a	RMV	MAV	AV	SAV	MSAV	RMV Exception	CPR %
Land	91,750	3.6. 74		No. 15 11 W.	Land	0	13.50
Impr.	64,690				Impr.	0	
Area Total	156,440	111,680	111,680	0	0	0	
and Total	156,440	111,680	111,680	0	0	0	a juna
	Land Impr. Area Total	Land 91,750 Impr. 64,690 Area Total 156,440	Land 91,750 Impr. 64,690 Area Total 156,440 111,680	RMV MAV AV Land 91,750 Impr. 64,690 Area Total 156,440 111,680 111,680	Land 91,750 Impr. 64,690 Area Total 156,440 111,680 111,680 0	RATE         RMV         MAV         AV         SAV         MSAV           Land         91,750         Land           Impr.         64,690         Impr.           Area Total         156,440         111,680         111,680         0         0	Rad         RMV         MAV         AV         SAV         MSAV         RMV Exception           Land         91,750         Land         0           Impr.         64,690         Impr.         0           Area Total         156,440         111,680         111,680         0         0         0

Code Area	ID# RF	PD Ex	Plan Zone	Value Source	Land Breakdow TD%	n LS	Size	Land Cla	ass LUC	Trended RMV
1317	10		RC	Market	100	100 A		HS	S 001	91,750
					Grand T	otal	0.47	Valley is		91,750
Code Area	ID#	Yr Built	Stat Class	Description	Improvement Break	down		Total sq. Ft. E	x% MS Acct #	Trended RMV
1317	1	1953	131	One story-Class 3			100	1,486		64,690
					•	rand Total		1,486		64,690
Code Area	Туре		450	Exemptions	/Special Assessments	s/Potential I	Liability			1 TEST 18

**EXEMPTION:** 

■ VETERANS EXEMPTION SERVICE CONNECTED

Amount

27,228

NOTATION(S):

■ EXEMPT- VET SERVICE-CONNECTED ADDED 2009

## STATEMENT OF TAX ACCOUNT

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

(541) 396-7725

## Pay Online Now with Credit Card or Check

NAVARRA, KENNETH A.; ETAL 69194 SANDBUG RD NORTH BEND OR 97459-9697

9-Dec-2020

Tax Account #

164403

**Account Status** A Roll Type

Real

Situs Address

69194 SANDBUG RD NORTH BEND OR 97459

Lender Name Loan Number

Property ID

Interest To

1317

Dec 15, 2020

Tax Summary

CONTROL OF STREET	mmary	The second second second					
Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$922.97	\$918.89	\$4.08	\$0.00	\$918.89	Nov 15, 2020
2019	ADVALOREM	\$994.13	\$877.17	\$116.96	\$0.00	\$877.17	Nov 15, 2019
2018	ADVALOREM	\$1,105.23	\$854.56	\$250.67	\$0.00	\$854.56	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$829.85	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$806.23	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$786.96	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$774.99	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$756.35	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$736.18	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$711.42	Nov 15, 201
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$691.91	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$673.53	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$661.62	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$645.74	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$626.57	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$664.01	Nov 15, 200:
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$793.77	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$771.83	Nov 15, 2003
	Total	\$3,022.33	\$2,650.62	\$371.71	\$0.00	\$13,581.58	

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

12/9/2020 8:43:53 AM

Account #

164403

Мар

24S1311-BD-00501

Owner

NAVARRA, KENNETH A.; ETAL 69194 SANDBUG RD

NORTH BEND OR 97459-9697

Name		Ownership	Own
Туре	Name	Туре	Pct
OWNER	NAVARRA, KENNETH A.; ETAL	OWNER	100.00
OWNER	JACOBSON, LOIS N.	OWNER	



### 300 W Anderson (541)269-5127

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

To ("Customer"): Stuntzner Engineering and Forestry, LLC

PO Box 118

Coos Bay, OR 97420

**Customer Ref.:** 

360620033695

Order No.: Effective Date:

December 7, 2020 at 08:00 AM

Charge:

\$300.00

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

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

#### Part One - Ownership and Property Description

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

Sandra Kay Easly

Premises. The Property is:

(a) Street Address:

Vacant land, Coos Bay, OR 97420

(b) Legal Description:

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

#### Part Two - Encumbrances

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

### **EXCEPTIONS**

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

Granted to: West Coast Power Company

Purpose: Utilities

Recording Date: July 19, 1941 Recording No: Book 140, Page 96

Information in the possession of the Company Indicates that a division of land has occurred or is contemplated in the current transaction involving the Land described in this report. Such contemplated division of land appears to fall within the guidelines necessitating approval by the City, County or other applicable government agency. As a prerequisite to the issuance of any title assurance under this application, at least one of the following requirements must be accomplished to the Company?s satisfaction:

A plat has been recorded in compliance with Coos County Planning Dept. related ordinances/requirements.

Evidence of compliance or waiver from the Coos County Planning Dept.

Other evidence, satisfactory to the Company, indicating compliance or non-violation must be furnished.

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

Granted to: West Coast Power Company

Purpose: Utilities

Recording Date: July 19, 1941 Recording No: Book 140, Page 96

4. Information in the possession of the Company Indicates that a division of land has occurred or is contemplated in the current transaction involving the Land described in this report. Such contemplated division of land appears to fall within the guidelines necessitating approval by the City, County or other applicable government agency. As a prerequisite to the issuance of any title assurance under this application, at least one of the following requirements must be accomplished to the Company?s satisfaction:

A plat has been recorded in compliance with Coos County Planning Dept. related ordinances/requirements.

Evidence of compliance or waiver from the Coos County Planning Dept.

Other evidence, satisfactory to the Company, indicating compliance or non-violation must be furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

 Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further Ticor Title Company of Oregon Order No. 360620033695

review prior to closing.

## **End of Reported Information**

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

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

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

# **EXHIBIT "A"**Legal Description

#### Parcel I:

The South 50 feet of the following:

Beginning at a point 250 feet East of the Northwest corner of the N 1/2 of the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East 135 feet, more or less, to the Westerly boundary of roadway; thence Southwesterly along said roadway boundary 180 feet, more or less, to a point on the North line of a parcel of land conveyed to Leander S. Roethler by deed recorded in Book 213, Page 340, Deed Records of Coos County, Oregon; thence West 60 feet, more or less, to a point South of the place of beginning; thence North 165 feet, more or less, to the place of beginning.

#### Parcel II:

Beginning at a point 250 feet East and 115 feet South of the Northwest corner of the North 1/2 of the SE 1/4 of the SE 1/4 of the NW 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, said point being the Northwest corner of parcel conveyed to Robert O. Olson et ux in Book 285, Page 517, Deed Records of Coos County, Oregon; thence East along Olson's Northerly boundary to the Westerly boundary of a roadway at Olson's Northeast corner; thence Northeasterly along said roadway 4 feet; thence in a Northwesterly direction to a point 10 feet North of the place of beginning; thence South 10 feet to the place of beginning.

#### Parcel III:

Beginning at a point 250 feet East of the Northwest corner of the North 1/2 of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 105 feet to the Northwest corner of parcel conveyed to Robert O. Olson et ux in Book 301, Page 499, Deed Records of Coos County, Oregon; thence Southeasterly along Olsons' Northerly boundary to the Westerly boundary of a roadway and Olsons' Northeast corner; thence Northeasterly along said roadway 126 feet, more or less, to a point due East of beginning; thence West 135.5 feet to the point of beginning.

Ticor Title Company of Oregon Order No. 360620033695

#### **LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

Ticor Title Company of Oregon Order No. 360620033695

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

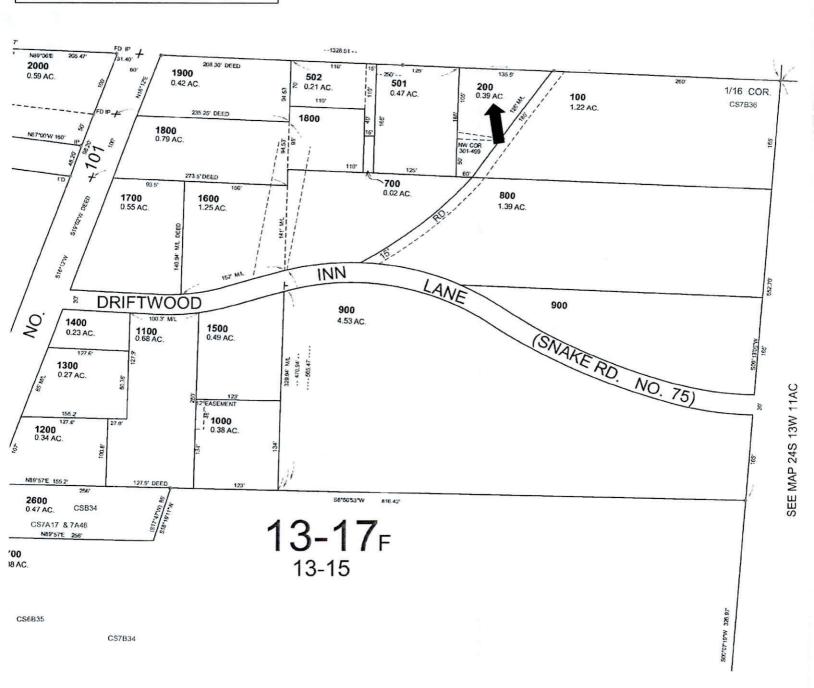
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

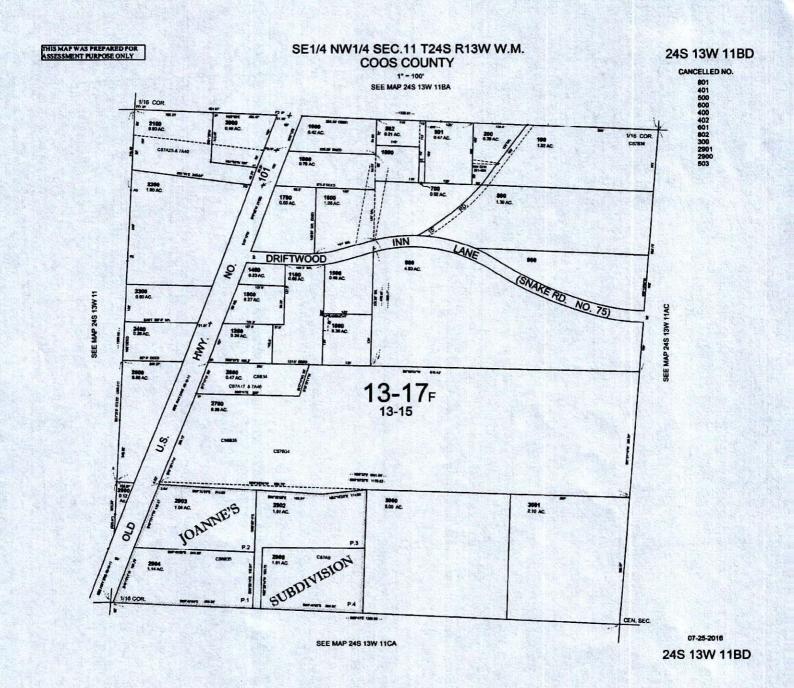
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL,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

**END OF THE LIMITATIONS OF LIABILITY** 



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





AmeriTitle
AND WHEN RECORDED MAIL TO:

Sandra Kay Easly 805 Crocker Avenue Coos Bay, OR 97420

mail tax statements to the above

ESCROW NO.: FMN12969

Coos County, Oregon

2020-04381

\$96.00 Pgs=3

05/08/2020 08:37 AM

eRecorded by: AMERITITLE - ROSEBURG

Debbie Heller, CCC, Coos County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **Special Warranty Deed**

For the consideration of 72506 and other valuable considerations, I or we,

Fannie Mae AKA Federal National Mortgage Association, organized and existing under the Laws of the United States of America who acquired title as Federal National Mortgage Association do/does hereby convey to

Sandra Kay Easly, a married woman

the following real property situated in North Benki Coos County, Oregon

MAP ID#

164405

See Exhibit A for legal description

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated: May 6, 2020

#### Grantor(s):

Fannie Mae A/K/A Federal National Mortgage Association, organized and existing under the laws of the United States of America who acquired title as Federal National Mortgage Association, by Lawyers Title Insurance Company as attorney in fact

1 Ana Sanchez anthorized signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

Notary Insert Name and Title of the officer OUTHOMZED SIGNOV
Notary Insert Name and Title of the officer Outhorized Signer
authorized signer
그리는 경기를 잃었다면 보고 있는데 하는데 하는데 없는데 없었다.
whose name(s) is/are subscribed to the within instrument a horized capacity(ies), and that by his/her/their signature(s) acted, executed the instrument.
ifornia that the foregoing paragraph is true and correct.
CASANDRA BERTOTTI Notary Public - California Riverside County Commission # 2264231
My Comm. Expires Oct 25, 2022
ation of the document or fraudulent attachment of this form
nt Date:
nt Date:
ame:
ate Officer - Title(s)
- Limited General
ual Attorney in Fact
Guardian or Conservator

File No.: 363427AM

Page 5

# EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1

The South 50 feet of the following:

Beginning at a point 250 feet East of the Northwest corner of the North half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East 135 feet, more or less, to the Westerly boundary of roadway; thence Southwesterly along said roadway boundary 180 feet, more or less, to a point on the North line of a Parcel of land conveyed to Leander S. Roethler, by deed Recorded in Book 213, Page 340, Deed Records of Coos County, Oregon; thence West 60 feet, more or less, to a point South of the place of beginning; thence North 165 feet, more or less, to the place of beginning, Coos County, Oregon.

#### PARCEL 2

Beginning at a point 250 feet East and 115 feet South of the Northwest corner of the North half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, Oregon, said point being the Northwest corner of Parcel conveyed to Robert O. Olson, etux, in Book 285, Page 517, Deed Records of Coos County, Oregon; thence East along Olson's Northerly boundary to the Westerly boundary of a roadway at Olson's Northeast corner; thence Northeasterly along said roadway 4 feet; thence in a Northwesterly direction to a point 10 feet North of the place of beginning; thence South 10 feet to the place of beginning, Coos County, Oregon.

#### PARCEL 3

Beginning at a point 250 feet East of the Northwest corner of the North half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 105 feet to the Northwest corner of Parcel conveyed to Robert O. Olson, etux, in Book 301, Page 499, Deed Records of Coos County, Oregon; thence Southeasterly along Olson's Northerly boundary to the Westerly boundary of a roadway and Olson's Northeast corner; thence Northeasterly along said roadway 126 feet, more or less, to a point due East of beginning; thence West 135.5 feet to the point of beginning, Coos County, Oregon.

"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

24-13W-11BD-00200

appeared before me, who is known to me to be the identical individual and trustee, who executed the foregoing reconveyance at request of said husband and wife, and acknowledged to me that he executed the same freely, as trustee aforesaid.

Recorded July 19, 1941, 11:00 A. M. L. W. Oddy, County Clerk Bennett Swanton, Jr. Notary Public for Oregon My Commission expires April 5, 1944 (Notarial Seal)

1087-

-

#### RIGHT OF WAY EASEMENT

RECEIVED OF WEST GOAST POWER COMPANY a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, N. C. Brenan and Opal Brenan, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by N. C. Brenan and his wife, Opal Brenan, which lies in Section 11, Twp. 24 S. Range 13 W.W.M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of July,

WITNESSED BY: Duncan Gardner, Florence L. Gardner

N. C. Brenan )seal( Opal Brenan )seal(

STATE OF CALIFORNIA
COUNTY OF LOS ANCELES SS: On this day personally appeared before me N. C. Brenan and
Opal Brenan, his wife to me known to be the individual described in and who executed the with
in and foregoing instrument, and acknowledged that they signed the same as their free and
voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 14th day of July, 1941.

Recorded July 19, 1941, 11:30 A. M. L. W. Oddy, County Clerk

Duncan Gardner
Notary Public for Los Angeles County
State of California
My Commission expires January 6, 1944
(Notarial Seal)

1088-

3

#### RIGHT OF WAY BASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, H. A. Nabb, unmarried, hereby grants and conveys unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by H. A. Nabb, which lies in the SW2 of the SE2 of Section 2 Twp.

24 S., R. 13 W. W. M. in Goos County, Oregon. Also that land owned by H. A. Nabb which lies
in the NW2 of the NE2 of Sec. 11, Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOSETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of June,

1941.

WITNESSED BY:

H. A. Nabb

)seal(

STATE OF OREGON COUNTY OF COOS SS: On this day personally appeared before me H. A. Nabb to me known to be

the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 10th day of June, 1941.

Recorded July 19, 1941, 11:30 A. M. L. W. Oddy, County Clork W. Harold Walker Notary Public for Oregon My Commission expires Aug. 29, 1943 (Notarial Seal)

1089-

#### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Company, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, John L. Sullivan and Mrs. Ruth Ellen Sullivan, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land described as follows:

That land, owned by Mary A. Johnson and Mr. August Johnson, and under option to purchase by John L. Sullivan and his wife Mrs. Ruth Ellen Sullivan, which lies in Section 11,
Twp. 24 S. R. 13 W. W. M. in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have bereunto set our hands and seals this tenth day of June, 1941.

WITNESSED BY:

John L. Sullivan Ruth E. Sullivan )seal(

STATE OF OREGON COUNTY OF COOS SS: On this day personally appeared before me John L. Sullivan and his wife Mrs. Ruth Ellen Sullivan to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this tenth day of June, 1941.

Recorded July 19 , 1941, 11:30 A.M.: L. W. Oddy, County Clerk Notary Public for Oregon My Commission expires Aug. 29, 1943 (Noterial Seal)

1090-

### RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power\_\_, a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, Herman E. Smith and Mrs. F. Catherine Smith, his wife, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, operate and maintein electric power lines and all necessary poles, towers and appurtenances, over and upon a strip of land, described as follows:

That land owned by Herman F. Smith and his wife F. Catherine Smith which lies in the NW of the NE of Sec. 11, T. 24 S., R. 13 W. W. M. Also the NE of the NW of Sec. 11, T. 24 S. R. 13 W. W. M. all in Coos County, Oregon.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this tenth day of June, 1941.

WITNESSED BY:

Herman E. Smith Katherine Smith )seal(

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

## **Real Property Assessment Report**

FOR ASSESSMENT YEAR 2021

**NOT OFFICIAL VALUE** 

November 30, 2020 4:01:24 pm

Account #

164405

Map#

24S1311BD00200

Code - Tax #

1317-164405

Legal Descr

See Record

**Mailing Name** 

EASLY, SANDRA KAY

Agent In Care Of

**Prop Class** 

**RMV Class** 

Mailing Address 805 CROCKER AVE COOS BAY, OR 97420-3037

101 101 MA SA 01 07

NH RRL Unit

2630-1

**Tax Status Acct Status** Subtype

**ASSESSABLE** ACTIVE

NORMAL

Deed Reference # 2020-4381

Sales Date/Price

**Appraiser** 

05-06-2020 / \$72,500.00 LARRY W. RESCORLA

Situs Address(s) Situs City ID# 10 69196 SANDBUG RD NORTH BEND

5.7	Ole and the second			Value Sumi	mary			
Code Are	9a	RMV	MAV	AV	SAV	MSAV	RMV Exception	CPR %
1317	Land Impr.	81,960 71,010					and 0 npr. 0	
Code	Area Total	152,970	110,780	110,780	0	0	0	
Gr	and Total	152,970	110,780	110,780	0	0	0	r. Yelliye

Code Area	ID#	RFP	D Ex	Plan Zone	Value Source	Land Breakdowi TD%	n LS	Size	Land	Class	LUC	Trended RMV
1317	10	<b>2</b>	Te P	RC	Market	100	Α	0.39	Н	S	001	81,960
					Grand Total		0.39				81,960	
Code Area	3		Yr Built	Stat Class	Description	Improvement Break	down		Total Sq. Ft.	Ex% N	MS Acct #	Trended RMV
1317		1	1960	131	One story-Class 3		Charles Sec.	100	1,198			71,010
						G	rand Total		1,198	Leffia		71,010

## STATEMENT OF TAX ACCOUNT

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

(541) 396-7725

30-Nov-2020

EASLY, SANDRA KAY 805 CROCKER AVE COOS BAY OR 97420-3037

Tax Account # **Account Status**  164405

A Real

Roll Type Situs Address

69196 SANDBUG RD NORTH BEND OR 97459

Lender Name

Loan Number

Property ID

1317 Interest To

Dec 15, 2020

**Tax Summary** 

	mmary T	Total	Current	•	Discount	Original	D.
Tax Year	Tax Type	Total Due	Due	Interest Due	Available	Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,217.13	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,161.80	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,131.79	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,099.00	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,067.76	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,042.20	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,026.27	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,001.54	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$974.79	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$942.00	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$916.21	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$891.89	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$876.10	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$855.06	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$829.70	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$823.31	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$787.35	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$765.56	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$17,409.46	

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

11/30/2020 4:01:56 PM

Account #

164405

Мар

24S1311-BD-00200

Owner

EASLY, SANDRA KAY **805 CROCKER AVE** 

COOS BAY OR 97420-3037

Name

Type

Name EASLY, SANDRA KAY

OWNER OWNER

EASLY, SANDRA KAY

Ownership

Own

Type OWNER Pct

