



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

FILE NUMBER: PLA- 21- 004

Date Received: 2/18/21 Receipt #: 224233 Received by: A. Dibble

This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed.
 (If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) The Swallow Road Trust

Mailing address: 66602 Swallow Rd, North Bend, OR 97459

Phone: 541-297-1300

Email: stersigni@charter.net

Township: Range: Section: ¼ Section: 1/16 Section: Tax lot:
 25S 13W 2 A C 2300

Tax Account Number(s): 309205 Zone: Select Zone Rural Residential-2 (RR-2)

Acreage Prior to Adjustment: 2.06 Acreage After the Adjustment 2.16

B. Land Owner(s) The Swallow Road Family Limited Partnership

Mailing address: 66602 Swallow Rd, North Bend, OR 97459

Phone: 541-297-1300

Email: stersigni@charter.net

Township: Range: Section: ¼ Section: 1/16 Section:
 25S 13W 2 A C 2400

Tax Account Number(s) 309202 Zone Rural Residential-2 (RR-2)

Acreage Prior to Adjustment: 0.83 Acreage After the Adjustment 0.73

C. Surveyor Jerry Estabrook

Mailing Address 130 Hilltop Drive, Lakeside, OR 97449

Phone #: 541-294-6915

Email: estabrooksurveying@gmail.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](#)

Please check off that all the required documents have been submitted with the application. Failure to submit documents will result in an incomplete application or denial.

Purpose of the Property Line Adjustment:

There is a small barn on the southwest corner of LT 2400 that they would like to have on TL 2300.

- A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.
- A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows:
 1. Within Farm and Forest at least within 30 feet of the property boundaries.
 2. Within Rural Residential at least 10 feet of the property boundaries.
 3. Within Controlled Development at least within 20 feet of the boundaries.
 4. Within Estuary Zones at least within 10 feet of the boundaries.
 5. Within Commercial and Industrial within 10 feet of the boundaries.

If there is no development within distance listed above the plan needs to indicate not development within the required distance.

- A current property report (less than 6 months old) indicating any taxes, assessment or liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property. A title report is acceptable. ***This shall be for both properties.*** At the minimum a deed showing the current lien holders, reference to easements, covenants and ownership will be accepted for both properties. A notice will be provided to any lien holder as part of this process.

Please list all Lien Holders names and addresses:

Property 1: First Community Credit Union
200 N Adams St. Coquille, Oregon 97423

Property 2: First Community Credit Union
200 N Adams St Coquille, Oregon 97423

Please answer the following:

- | | | |
|--|---|--|
| Will the adjustment create an additional Unit of land? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Does property 1 currently meet the minimum parcel/lot size ? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Does property 2 currently meet the minimum parcel/lot size? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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 adjusted boundary line:
15'

Is there a sanitation system on the one or both properties, if so, please indicate the type of system
Yes No
Onsite Septic System 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 required. 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 record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.

Property Owner Signatures

Steven Tersigni

Digitally signed by Steven Tersigni
Date: 2021.01.26 19:53:23 -08'00'

Lori Tersigni

Digitally signed by Lori Tersigni
Date: 2021.01.26 19:54:18 -08'00'

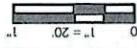
Section 5.0.150 Application Requirements:

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 criteria and standards of this ordinance and be accompanied by the appropriate fee.

**ESTABROOK
LAND SURVEYING**

Drawn By: SRS
Date: 1/26/2020

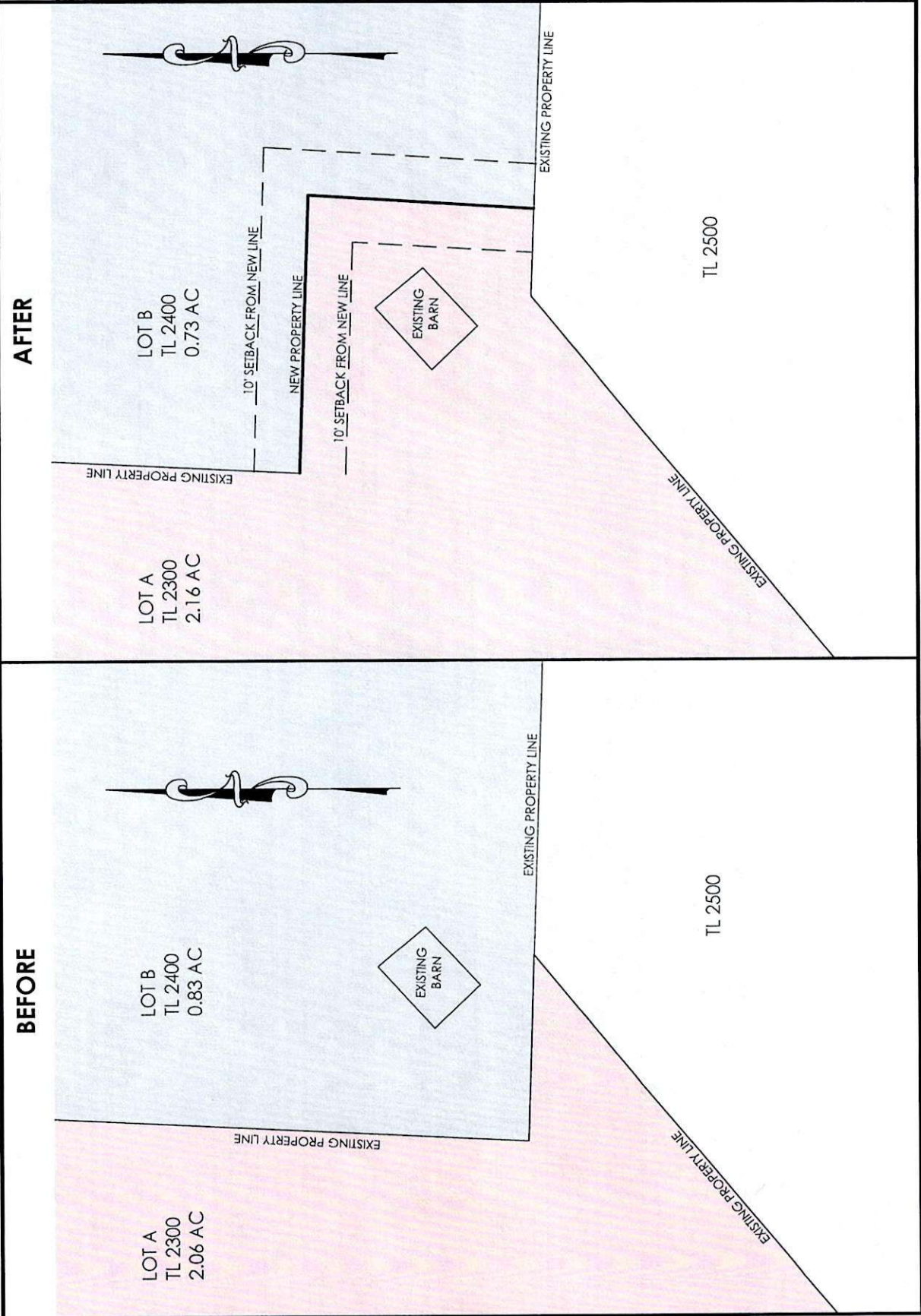
**SWALLOW ROAD
PROPERTY LINE ADJUSTMENT**



TENTATIVE MAP AND PLOT PLAN

FIGURE
1

TL: 255-13W-2AC-2300
TL: 255-13W-2AC-2400





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"): Tim Lambson
56717 Cougar Rd
Coquille, OR 97423

Customer Ref.: _____
Order No.: 360621034243
Effective Date: January 20, 2021 at 08:00 AM
Charge: \$300.00
\$100.00

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:

Steven A. Tersigni and Lori K. Tersigni as Trustees of The Swallow Road Trust, as to PARCEL 1 and The Swallow Road Family Limited Partnership, an Arizona Limited Partnership as to PARCEL 2

Premises. The Property is:

(a) Street Address:

66602 Swallow Rd, North Bend, OR 97459
66595 Swallow Rd, North Bend, OR 97459

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. Unpaid Property Taxes are as follows:

Fiscal Year: 2020-2021
Amount: \$1,954.12, plus interest, if any
Levy Code: 1398
Account No.: 309202
Map No.: 25-13-02AC TL 2400

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.

2. Unpaid Property Taxes with partial payment are as follows:

Fiscal Year: 20201-2021
Original Amount: \$7,133.27
Unpaid Balance: \$101.12, plus interest, if any
Levy Code: 1398
Account No.: 309205
Map No.: 25-13-02AC TL2300

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.

3. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
4. Any irregularities, reservations or other matters in the proceedings occasioning the abandonment or vacation of the streets, roads, alleys and/or highways
5. Any interest in any oil, gas and/or minerals, as disclosed by document

Recording Date: July 11, 1936
Recording No: Book 126, Page 206

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

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

Recording Date: July 11, 1936
Recording No: Book 126, Page 206
Affects:

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

Granted to: Richard L. Fly and Dorothy M. Fly
Purpose: Ingress and egress

Recording Date: August 2, 1962
Recording No: Book 287, Page 36

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

Granted to: Harold T. Collins and Ann Collins
Purpose: Water line
Recording Date: December 2, 1977
Recording No: 77-12-20158

9. Minor Partition Plat, including the terms and provisions thereof,

Recording Date: April 8, 1985
Recording No.: 85-02-4264

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

Reserved by: Kenneth R. Freudenberg and Betty Ann Freudenberg
Purpose: Ingress and egress for driveway and to the water; and view easement
Recording Date: August 12, 1985
Recording No: 85-03-3451

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

Granted to: Nicholas and Shawna Stephens, husband and wife
Recording Date: April 13, 2006
Recording No: 2006-4840

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

Reserved by: Nicholas P. Stephens, aka Nicholas Stephens and Shawna L. Stephens, aka Shawna Stephens
Recording Date: June 16, 2014
Recording No: 2014-04388

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

Amount: \$240,000.00
Dated: June 9, 2014
Trustor/Grantor: Swallow Road Family Limited Partnership, an estate in C Simple
Trustee: Ticor Title
Beneficiary: First Community Credit Union
Recording Date: June 16, 2014
Recording No.: 2014-04389
Affects: Parcel 2

14. Assignment of Rents and Leases

Assigned to: Lender
Assigned by: Grantor
Recording Date: June 16, 2014
Recording No: 2014-04390
Affects: Parcel 2

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

Amount: \$750,000.00
Dated: January 6, 2017
Trustor/Grantor: Steven A. Tersigni and Lori K. Tersigni, Trustees of the Swallow Road Trust
Trustee: Ticor Title
Beneficiary: First Community Credit Union
Recording Date: January 11, 2017
Recording No.: 2017-000301
Affects: Parcel 1 and additional property

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.

16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited liability partnership named below.

Name: The Swallow Road Family Limited Partnership, a limited liability partnership

a) A complete copy of the partnership agreement and all amendments thereto.

17. If title is to be insured in the trustee(s) of a trust (or if their act is to be insured), this Company will require a copy of said Trust Agreement or a current Trust Certification pursuant to ORS Chapter 130.860.

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 1:

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron rod at the Northwest corner of vacated Block 14, Plat of Glasgow, Coos County, Oregon; thence South 200.00 feet to a 5/8 inch iron rod; thence East 40.00 feet to a 5/8 inch iron rod; thence South 47° 41' 19" West 323.30 feet; thence North 18° 14' 51" West 3.39 feet to a 5/8 inch iron rod; thence continuing North 18° 14' 51" West 140.49 feet to a 5/8 inch iron rod; thence North 45° 51' 42" West 73.75 feet to a 5/8 inch iron rod; thence South 86° 56' 48" West 125.50 feet to a 5/8 inch iron rod; thence North 50° 40' 01" East 371.51 feet to a 5/8 inch iron rod; thence North 89° 37' 47" East 70.00 feet to a 5/8 inch iron rod; thence continuing North 89° 37' 47" East 65.00 feet to the point of beginning.

PARCEL 2:

Beginning at the Northwest corner of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block; thence East a distance of 150 feet; thence South 200 feet; thence West 150 feet; thence North to the point of beginning, it being the intentions of the parties to convey all that property which is formed by Lots 1 through 6, inclusive and 15 through 20, inclusive of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block. Together with that portion of vacated "A" Avenue abutting on Lots 15 through 20, inclusive as vacated by Case No. 325, recorded February 14, 1974 bearing Microfilm Reel No. 74-02-96384, Records Coos County, Oregon which would inure thereto by reason of the vacation therein.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

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

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

END OF THE LIMITATIONS OF LIABILITY



After recording return to:
Steven and Lori Tersigni
66602 Swallow Road
North Bend, OR 97459

Until a change is requested all tax statements
shall be sent to the following address:
Steven and Lori Tersigni
66602 Swallow Road
North Bend, OR 97459

File No.: 7131-336690 (TKA)
Date: February 27, 2004

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED BY
FIRST AMERICAN TITLE

STATUTORY BARGAIN AND SALE DEED

Steven A. Tersigni and Lori K. Tersigni, Grantor, conveys to **Steven A. Tersigni and Lori K. Tersigni as Trustees of the Swallow Road Trust**, Grantee, the following described real property:

See attached Exhibit "A"

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is **\$To change vesting**. (Here comply with requirements of ORS 93.030)

Steven A. Tersigni

Lori K. Tersigni

APN:

Bargain and Sale Deed
- continued

File No.: **7131-336690 (TKA)**
Date: **02/27/2004**

STATE OF Oregon)
County of Coos)ss.
)

This instrument was acknowledged before me on this 27th day of February, 2004
by **Steven A. Tersigni and Lori K. Tersigni**.

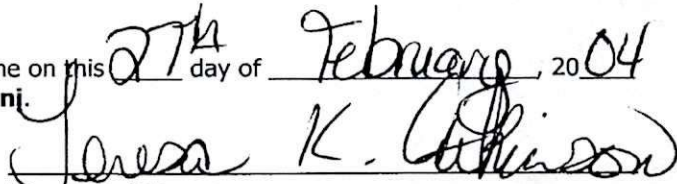

Teresa K. Atkinson
Notary Public for Oregon
My commission expires: 9-8-04



EXHIBIT 'A'

LEGAL DESCRIPTION

X. A parcel of land located in the SW 1/4 of the NE 1/4 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows: Beginning at a 5/8 inch iron rod at the Northwest corner of vacated Block 14, Plat of Glasgow, Coos County, Oregon; thence South 200.00 feet to a 5/8 inch iron rod; thence East 40.00 feet to a 5/8 inch iron rod; thence South 47° 41' 19" West 323.30 feet; thence North 18° 14' 51" West 3.39 feet to a 5/8 inch iron rod; thence continuing North 18° 14' 51" West 140.49 feet to a 5/8 inch iron rod; thence North 45° 51' 42" West 73.75 feet to a 5/8 inch iron rod; thence South 86° 56' 48" West 125.50 feet to a 5/8 inch iron rod; thence North 50° 40' 01" East 371.51 feet to a 5/8 inch iron rod; thence North 89° 37' 47" East 70.00 feet to a 5/8 inch iron rod; thence continuing North 89° 37' 47" East 65.00 feet to the point of beginning.

ALSO: A parcel of land located in the SW 1/4 of the NE 1/4 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows: Beginning at a 1 inch iron pipe at the Northwest corner of vacated Block 13 of the Plat of Glasgow; thence North 40.00 feet to a 5/8 inch iron rod at the center line of vacated "A" Avenue; thence North 89° 37' 47" East 427.69 feet along said vacated centerline to the West line of 15th Street, Plat of Glasgow; thence South 40.00 feet along said West line to a 5/8 inch iron rod to the Southwest corner of said 15th Street; thence South 89° 37' 47" West 70.00 feet to a 5/8 inch iron rod; thence South 50° 40' 01" West 371.51 feet to a 5/8 inch iron rod; thence North 86° 56' 48" East 125.50 feet to a 5/8 inch iron rod; thence South 45° 51' 42" East 73.75 feet to a 5/8 inch iron rod; thence South 18° 14' 51" East 140.49 feet to a 5/8 inch iron rod; thence continuing South 18° 14' 51" East 3.39 feet to a point on the Northwest line of that parcel described in instrument bearing Microfilm Reel No. 77-1-00465, Records of Coos County, Oregon; thence South 47° 41' 19" West 255.72 feet along said Northwest line to a 5/8 inch iron rod; thence continuing along said Northwest line South 44° 52' 34" West 227.01 feet to the meander line of Coos Bay; thence North 43° 00' West 185.00 feet along said meander line; thence North 71° 00' West 51.6 feet along said meander line of Coos Bay; thence North 21° 10' East 193.40 feet to a 5/8 inch iron rod; thence continuing North 21° 10' East 445.00 feet to the point of beginning.

Together with easements including the terms and provisions thereof, as set set forth in instrument recorded August 12, 1985 bearing Microfilm Reel No. 85-3-3451, records of Coos County, Oregon

Tax Acct No.'s 3092.08 and 3092.05

COOS COUNTY CLERK, OREGON TOTAL \$36.00
TERRI L. TURI, CCC, COUNTY CLERK

03/03/2004 #2004-2848
03:53 PM 3 OF 3

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

RECORDING REQUESTED BY:

GRANTOR:

Nicholas P. Stephens, also known as Nicholas
Stephens and Shawna L. Stephens, also known
as Shawna Stephens
66597 Swallow Rd
North Bend, OR 97459

COOS COUNTY, OREGON

2014-04388

\$56.00

06/16/2014 02:43:46 PM

Pgs=3



00008780201400043880030036

Terri L.Turi, Coos County Clerk

GRANTEE:

The Swallow Road Family Limited Partnership,
an Arizona Limited Partnership
66602 Swallow Rd
North Bend, OR 97459

SEND TAX STATEMENTS TO:

The Swallow Road Family Limited Partnership,
an Arizona Limited Partnership
**66602 Swallow Rd
North Bend, OR 97459**

AFTER RECORDING RETURN TO:

The Swallow Road Family Limited Partnership,
an Arizona Limited Partnership
66602 Swallow Rd
North Bend, OR 97459

Escrow No: 360614010707-TTCOO07

309202 C 1398
309202 C 1398
66595 Swallow Rd
North Bend, OR 97459

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Nicholas P. Stephens, also known as Nicholas Stephens and Shawna L. Stephens, also known as
Shawna Stephens, Grantor, conveys and warrants to

The Swallow Road Family Limited Partnership, an Arizona Limited Partnership, Grantee, the following
described real property, free and clear of encumbrances except as specifically set forth below, situated in
the County of Coos, State of Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$299,500.00. (See
ORS 93.030)

Subject to and excepting:

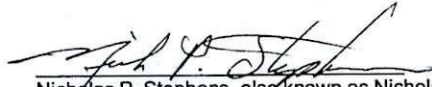
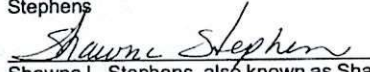
Taxes, covenants, conditions, restrictions, easements, rights of way, homeowners association
assessments, if any, and matters now of record.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE
TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301
AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,
SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7,**

360614010707-TTCOO07
Deed(Warranty-Statutory)

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

DATED: June 11, 2014


Nicholas P. Stephens, also known as Nicholas Stephens

Shawna L. Stephens, also known as Shawna Stephens

State of OREGON

COUNTY of Clatsop

This instrument was acknowledged before me on June 12th, 2014

by Nicholas P. & Shawna Stephens


My commission expires: 08-25-15, Notary Public - State of Oregon



LEGAL DESCRIPTION

PARCEL 1:

Beginning at the Northwest corner of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block; thence East a distance of 150 feet; thence South 200 feet; thence West 150 feet; thence North to the point of beginning, it being the intentions of the parties to convey all that property which is formed by Lots 1 through 6, inclusive and 15 through 20, inclusive of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block, together with that portion of vacated "A" Avenue abutting on Lots 15 through 20, inclusive as vacated by Case No. 325, recorded February 14, 1974 bearing Microfilm Reel No. 74-02-96384, Records Coos County, Oregon which would inure thereto by reason of the vacation therein.

Reserving unto Grantors, their heirs and assigns, ingress and egress across the present existing roadway that formerly constituted "A" Avenue, Townsite of Glasgow, Coos County, Oregon, prior to the vacation thereof, said right of way not be exclusive

PARCEL 2:

TOGETHER WITH an easement for Ingress, egress, waterline and maintenance as granted in Warranty Deed to Richard L. Fly etux recorded August 22, 1961 in Book 287, Page 36, Deed Records of Coos County, Oregon.

Reserving unto Grantors, their heirs and assigns, ingress and egress across the present existing roadway that formerly constituted "A" Avenue, Townsite of Glasgow, Coos County, Oregon, prior to the vacation thereof, said right of way not be exclusive

of a curve. Then following the arc of an 18° 00' curve to the right, having a central angle of 68° 00', for three hundred seventy-seven and 8/10 (377.8) feet to Engineer's Station 690+69.6, the end of the curve. Then bearing S. 84° 03' E. to Engineer's Station 691+80.2, the beginning of a curve. Then following the arc of an 18° 00' curve to the left, having a central angle of 25° 50', for one hundred forty-three and 5/10 (143.5) feet to Engineer's Station 693+23.7, the end of the curve. Then bearing N. 70° 07' E. to Engineer's Station 694+60.2, the beginning of a curve. Then following the arc of a 16° 00' curve to the right, having a central angle of 12° 15', for seventy-seven (77.0) feet to Engineer's Station 695+37.2, the end of the curve. Then bearing N. 82° 22' E. to Engineer's Station 703+56.5, the beginning of a curve. Then following the arc of an 18° 00' curve to the left, having a central angle of 40° 15', for two hundred twenty-three and 6/10 (223.6) feet to Engineer's Station 705+80.1, the end of the curve. Then bearing N. 42° 07' E. to Engineer's Station 711+65.7, the beginning of a curve. Then following the arc of an 18° 00' curve to the right, having a central angle of 37° 14', for two hundred six and 9/10 (206.9) feet to the Engineer's Station 713+72.6, the end of the curve. Then bearing N. 79° 21' E. to Engineer's Station 715+16.8, the beginning of a curve. Then following the arc of an 18° 00' curve to the left, having a central angle of 37° 58', for two hundred ten and 9/10 (210.9) feet to Engineer's Station 717+27.7, the end of the curve. Then bearing N. 41° 23' E. to Engineer's Station 720+78.7, the beginning of a curve. Then following the arc of an 18° 00' curve to the right, having a central angle of 19° 08', for one hundred six and 3/10 (106.3) feet to Engineer's Station 721+85, the end of the curve. Then bearing N. 60° 31' E. to Engineer's Station 723+84.7, the beginning of a curve. Then following the arc of an 18° 00' curve to the right, having a central angle of 13° 50', for seventy-six and 9/10 (76.9) feet to Engineer's Station 724+61.6, the end of the curve. Then bearing N. 74° 21' E. to Engineer's Station 728+76.9, the beginning of a curve. Then following the arc of an 18° 00' curve to the left, having a central angle of 21° 25', for one hundred nineteen (119.0) feet to Engineer's Station 729+95.9, the end of the curve. Then bearing N. 52° 56' E. to Engineer's Station 735+60.2 the beginning of a curve. Then following the arc of a 12° 00' curve to the right, having a central angle of 26° 00', for two hundred sixteen and 7/10 (216.7) feet to Engineer's Station 737+76.9, the end of the curve. Then bearing N. 78° 56' E. to Engineer's Station 739+64.9, the beginning of a curve. Then following the arc of an 18° 00' curve to the right, having a central angle of 29° 04', for one hundred sixty-one and 5/10 (161.5) feet to Engineer's Station 741+26.4, the end of the curve. Then bearing S. 72° 00' E. to Engineer's Station 741+76.4, a point on the tangent lying on the Township Line forming the East boundary of Section Twenty-four (24), Township Thirty-one (31) South, Range Eleven (11) West, ^{one thousand} /one hundred fifty-four (154.0) feet south of the northeast corner of Section Twenty-four (24), Township Thirty-one (31) South, Range Eleven (11) West, W. M.

This forms a complete and accurate description of the center line of that part of the EDEN RIDGE MAIN LINE right of way between Engineer's Stations 413+00 and 741+76.4.

Recorded July 11, 1936, 10:00 A.M.
L. W. Oddy, County Clerk

52128- KNOW ALL MEN BY THESE PRESENTS, That LORITAN INVESTMENT COMPANY, a corporation duly organized and existing under the laws of the State of Oregon, in consideration of Ten Dollars and other good and valuable considerations, to it paid by HANS HANSON SELFORS and ANNA E. SELFORS, husband and wife, does hereby grant, bargain, sell and convey to said Hans Hanson Selfors and Anna E. Selfors, husband and wife, their heirs and assigns, forever, the following described parcel of real estate, situate, lying and being in the County of Coos, and

State of Oregon, to-wit:

Beginning at the point of intersection of the South boundary of Avenue "A" with the West boundary of 15th Street in the Plat of Glasgow, Coos County, Oregon, according to the map and plat thereof on file in the office of the County Clerk of said Coos County, Oregon, and running thence South along the West boundary of said 15th Street for a distance of 860 feet; thence West for a distance of 367.0 feet; thence North 43° West for a distance of 335.0 feet; thence North 71° West for a distance of 107.5 feet to the South boundary of Oregon Avenue; Thence West along the South boundary of said Oregon Avenue for a distance of 207.89 feet to the East boundary of Central Avenue as reestablished by vacation proceedings; thence North along the East boundary of said Central Avenue for a distance of 330.0 feet; thence East along the South boundary of Michigan Avenue as reestablished by vacation proceedings for a distance of 325.0 feet; thence North along the West boundary line of Lots 13 and 20 in Block 12 for a distance of 250 feet to the South boundary line of Avenue "A"; thence East along the South boundary line of Avenue "A" for a distance of 580.0 feet to the place of beginning; containing 13.41 acres, more or less, and being a portion of Lot 3 of Section 2, Township 25 South, Range 13 West of Willamette Meridian, and of the tidelands fronting and abutting thereon;

The grantor hereby grants and conveys unto the grantees, their heirs and assigns, an easement five feet in width, on, over, across, and/or under the northerly part of Blocks 2 and 3, Glasgow, according to the duly recorded map and plat thereof, for a water pipe line to be used for the purpose of conveying water for domestic and/or irrigation to the tract of land hereinabove described and conveyed to the grantees.

Said easement, which commences at a point of diversion from that certain unnamed stream which runs through the northerly part of Block 2, aforesaid, thence in a general north-westerly direction through Block 3 of said Glasgow; the course of said pipe line is to be laid in accordance with the plat and tracing filed in the State Engineer's office in connection with the application for water rights upon said stream, said application being No. 16228; said pipe line shall be placed under the ground to a depth of not less than 12 inches and the grantees are hereby granted the right of ingress, egress and regress to and from said easement for the purpose of installing, maintaining and operating said water pipe line.

The grantor saves, excepts and reserves unto itself, its successors and assigns, an easement five feet in width, on, over, across and/or under said lands hereby conveyed for a water pipe line to be used for the purpose of conveying water for domestic supply and/or irrigation to any of the tracts of land in said Townsite of Glasgow, together with the right of ingress, egress and regress to and from said easement for the purpose of installing, maintaining and operating said water pipe line, provided, however, that said pipe line shall be placed under the ground to a depth of not less than 12 inches, the location of said pipe line shall be at the option of the grantees, provided further that said Grantees shall be reimbursed by the grantor to the extent of any damage done to improvements located on said premises by reason of the original installation of said pipe line and/or the maintenance thereof.

Also, excepting and reserving from said lands hereby conveyed all coal, oil and/or other minerals or mineral substances underlying said lands, together with the sole and exclusive right to mine and remove the same by tunneling thereunder from outside lands; not, however, by surface operations on said land hereby conveyed; provided, however, that the grantees, their heirs or assigns, shall be entitled to receive reasonable compensation for any damage caused to the surface of said lands, or to any improvements thereon by reason of the mining or removing of said mineral.

Together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and also all its estate, right, title and interest, at law and equity,

D-126

therein and thereto.

TO HAVE AND TO HOLD the same to the said Hans Hanson Selfors and Anna E. Selfors, husband and wife, their heirs and assigns forever. And the said Loritan Investment Company does covenant with the said Hans Hanson Selfors and Anna E. Selfors, and their legal representatives forever, that it is lawfully seized in fee simple of the above described premises, and has a valid right to convey same; that the said real estate is free from all incumbrances, except as above stated; and that it will, and its successors shall WARRANT AND DEFEND THE same to the said grantees, their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except as above stated. IN WITNESS WHEREOF, LORITAN INVESTMENT COMPANY, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused there presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 30th day of June, 1936.

Executed in the Presence of: LORITAN INVESTMENT COMPANY
S. E. Hill, Ruth Menard By Paul G. Murphy, President
Approved as to form C.B.R. (Corporate Seal) LORITAN INVESTMENT COMPANY
By C. B. Rowe, Secretary

§1.50 documentary stamps cancelled 6/30/36 R.M.

STATE OF OREGON :
County of Multnomah: ss. On this 30th day of June, 1936, before me appeared Paul C. Murphy, and C. B. Rowe, both to me personally known, who being duly sworn, did say that he, the said Paul C. Murphy, is the President, and he, the said C. B. Rowe, is the Secretary, of Loritan Investment Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Paul C. Murphy and C. B. Rowe acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this, the day and year first in this, my certificate, written.

Recorded July 11, 1936, 10:00 A.M.
L. W. Oddy, County Clerk

S. E. Hill
Notary Public for Oregon
My commission expires January 26, 1937.
(Notarial Seal)

52129- KNOW ALL MEN BY THESE PRESENTS, That Leslie Richard McDaniel and Louise Catherine McDaniel, husband and wife, in consideration of Ten and no/100 Dollars, to them paid by Leo Sylvester Reilly and Isabella Theresa Reilly, husband and wife, do hereby grant, bargain, sell and convey unto said Leo Sylvester Reilly and Isabella Theresa Reilly, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the Town of Powers, County of Coos, and State of Oregon, bounded and described as follows, to-wit:

Lot eleven (11) in Leatherwood Subdivision of the Morris Subdivision.

To Have and to Hold, the above described and granted premises unto the said Leo Sylvester Reilly and Isabella Theresa Reilly their heirs and assigns forever. And we the grantors above named do covenant to and with the above named grantees their heirs and assigns that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hands and seals this 20th day of July, 1935.

Executed in the Presence of
E. E. Wiper

Leslie Richard McDaniel)Seal(
Louise Catherine McDaniel)Seal(

STATE OF OREGON:
County of Coos : ss. BE IT REMEMBERED, That on this 20th day of July A.D. 1935, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Leslie Richard McDaniel and Louise Catharine McDaniel who are known to me to be

WARRANTY DEED

34644

KNOW ALL MEN BY THESE PRESENTS, That HANS A. SELFORS and TESSIE A. SELFORS, husband and wife, the Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto RICHARD L. FLY and DOROTHY M. FLY, husband and wife, the Grantees, their heirs and assigns, all the following bounded and described real property situated in the County of Coos, State of Oregon, to-wit:



Beginning at the Northwest corner of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block; run thence East a distance of 250 feet; thence South 200 feet; thence West 250 feet; thence North to the point of beginning; it being the intention of the parties to convey all that property which was formerly Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block;



Grantors further give and grant unto Grantees, their heirs and assigns, an easement and right of way for ingress and egress to and from the above-described real property and the County Road along the presently existing roadway over and across the lands that formerly constituted 15th Street between Blocks 13 and 14, Townsite of Glasgow, Coos County, Oregon, prior to the vacation thereof, said right of way not to be exclusive.



Reserving unto the Grantors a right of way 2 feet in width for a pipeline for domestic water supply purposes only; said right of way being 1 foot on each side of the center of the pipeline now situated upon the above premises, and said right of way lying entirely within the northerly 15 feet of the above-described property; said easement and right of way to continue only so long as a pipeline is maintained therein capable of carrying water on a regular basis. In the event said pipeline is not so maintained, the aforesaid right of way shall revert to Grantees, their heirs and assigns.



It is further understood that this right of way shall not be exclusive in the Grantors and that the Grantees, their heirs and assigns, shall have the right to use said right of way and pipeline in common with the Grantors, and to withdraw water therefrom for domestic water supply purposes only, and the Grantees, their heirs and assigns, shall have the right and option to repair or maintain said pipeline and right of way at all times.



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described and granted premises unto the said Richard L. Fly and Dorothy M. Fly, husband and wife, as tenants by the entirety, the survivor, heirs and assigns forever.

And the Grantors above-named do covenant to and with the above-named Grantees, their heirs and assigns, that the Grantors are lawfully seized in fee simple of the above-granted premises; that the above-granted premises are free from all liens and encumbrances except the reservations, including the terms and provisions thereof in that certain deed from Loritan Investment Co. to Gilbert Gilbertson, recorded in Deed Book 135, Page 489, Records of Coos County, Oregon, reserving all coal, oil and/or other mineral rights, with right to remove by tunneling thereunder from outside lands; that they will, and their heirs, executors and administrators shall, warrant and forever defend the above-granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as set forth above.

IN WITNESS WHEREOF, the Grantors above-named have hereunto set their hands and seals this 22nd day of July, 1961.

[Signature] (SEAL)
[Signature] (SEAL)

STATE OF OREGON)
) SS.
County of Coos)

On this 22nd day of July, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HANS A. SELFORS and TESSIE A. SELFORS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

[Signature]
Notary Public for Oregon
My Commission expires:

(Notarial Seal)

EASEMENT

77 12 20158

KNOW ALL MEN BY THESE PRESENTS, that GERHARD GREISER and ALEXANDRA GREISER, husband and wife, herein called "Grantors", do hereby grant, convey and transfer unto HAROLD T. COLLINS and ANN COLLINS, husband and wife, herein called "Grantees", a permanent easement and right of way ten (10) feet in width over and across the real property described in EXHIBIT A attached hereto and by reference incorporated herein and made a part hereof, which real property is situated in the County of Coos, State of Oregon, for purposes of the installation and maintenance of a water line; said easement being more particularly described as follows:

A ten (10) foot strip of land, the center-line of which strip begins at a point which is North 21° 34' West 131.38 feet from the Southwest corner of Block 14, Plat of Glasgow, Coos County, Oregon; thence South 00° 15' 56" East 201.72 feet.

TO HAVE AND TO HOLD said easement and right of way unto the Grantees, their heirs and assigns forever.

There is no consideration for this easement.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 23 day of November, 1977.

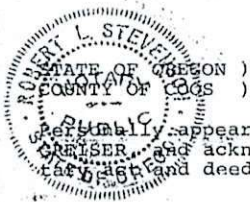
Gerhard Greiser

Gerhard Greiser

Alexandra Greiser

Alexandra Greiser

November 23, 1977



Personally appeared the above-named GERHARD GREISER and ALEXANDRA GREISER, and acknowledged the foregoing instrument to be their voluntary and deed. Before me:

Robert L. Stevenson

Notary Public for Oregon
My Commission expires: 9-29-79

77 12 20159

EXHIBIT A

Beginning at the intersection of the East line of Central and the South line of Oregon Avenues, Plat of Glasgow, Coos County, Oregon; thence East along the South line of vacated Oregon Avenue 207.89 feet, more or less, to the meander line of Coos Bay; thence South 71° East along said meander line of Coos Bay 55.4 feet to the true point of beginning; from said true point of beginning, run South 71° East along the meander line of Coos Bay a distance of 51.6 feet; thence South 43° East along the meander line of Coos Bay a distance of 185 feet; run thence Northeasterly in a straight line to a point on the East line of vacated 15th Street of the Plat of Glasgow; which point lies South a distance of 200 feet from the South line of vacated "A" Street of said Plat of Glasgow; from said point run North along said East line of vacated 15th Street a distance of 200 feet to said South line of vacated "A" Street; thence West along said South line of vacated "A" Street a distance of 490 feet, more or less, to a point which lies North 21° 10' East a distance of 638.4 feet from the true point of beginning; thence South 21° 10' West a distance of 638.4 feet to said true point of beginning; together with the South half of vacated "A" Street fronting and abutting on the above-described premises.

By: deputy
Return to: *Mary Ann Wilson, Clerk*
PO Box 119, CL
Fee: *6.00*

State of Oregon }
County of Coos } ss.
I hereby certify that the within instrument was
filed for record in the Coos County Deed
Records.
WITNESS my hand and seal of County at fixed:
MARY ANN WILSON
Coos County Clerk

8898
77 12 20158
615

05 2 4264

TO

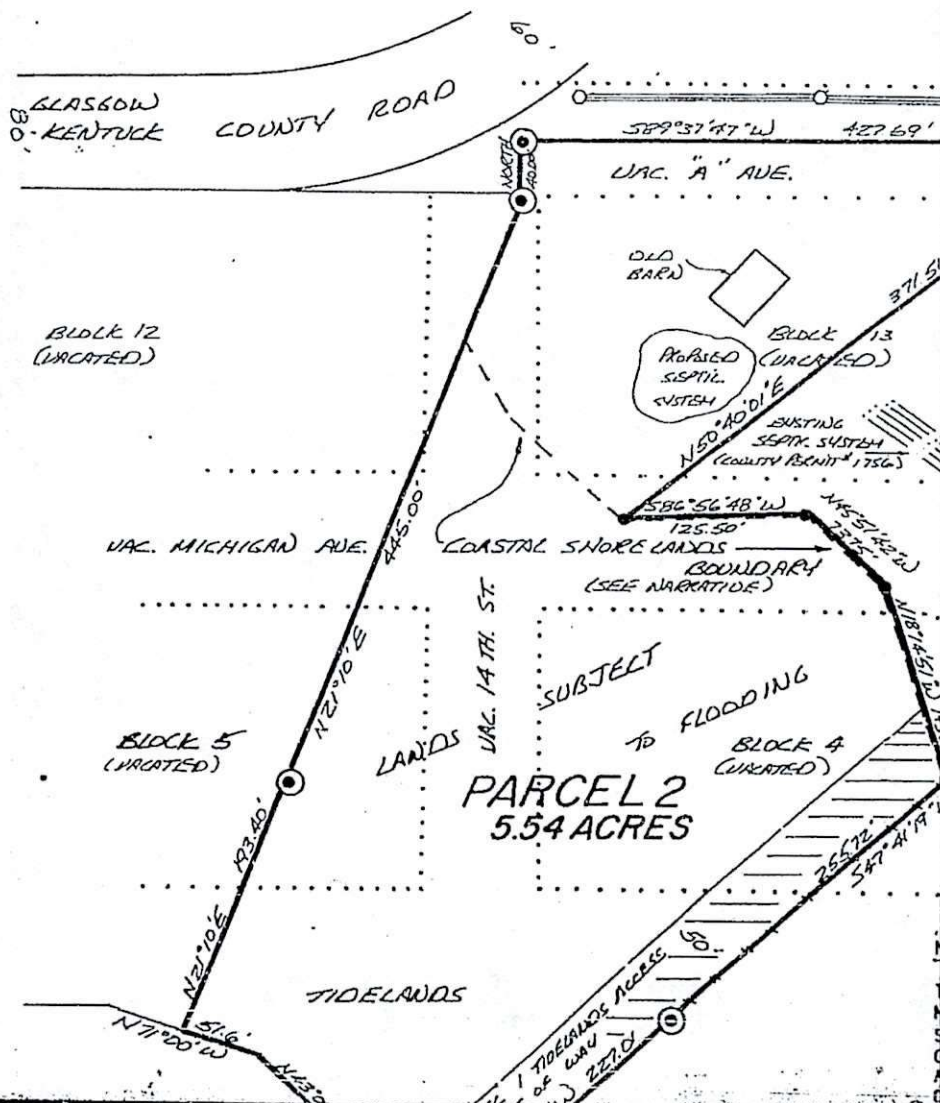
APPROVAL - SIGNATURES

COOS COUNTY HEREBY GIVES NOTICE TO ALL DEVELOPERS, PURCHASERS, POTENTIAL PURCHASERS AND ALL THIRD PARTIES WHATSOEVER THAT THE COUNTY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY DAMAGE WHICH MAY OCCUR AS A RESULT OF THE FAILURE OF THE DEVELOPER TO CONSTRUCT, IMPROVE OR MAINTAIN ROADS IN THIS PROPOSED LAND DIVISION.

APPROVAL OF PLANNING DIRECTOR:

W. R. ...
PLANNING DIRECTOR

4 MAR 1985
DATE



88-3-3451

DEED

KNOW ALL MEN BY THESE PRESENTS that KENNETH R. FREUDENBERG and BETTY ANN FREUDENBERG, Grantors, convey to BETTY ANN FREUDENBERG, Grantee, the following described real property, to-wit:

A parcel of land located in the Southwest quarter (SW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$), Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at a 1 inch iron pipe at the northwest corner of vacated block 13 of the plat of Glasgow; thence North 40.00 feet to a 5/8 inch iron rod at the centerline of vacated "A" Avenue; thence north 89° 37' 47" East 427.69 feet along said vacated centerline to the West line of 15th Street, plat of Glasgow; thence South 40.00 feet along said West line to a 5/8 inch iron rod to the Southwest corner of said 15th Street; thence South 89° 37' 47" West 70.00 feet to a 5/8 inch iron rod; thence South 50° 40' 01" West 371.51 feet to a 5/8 inch iron rod; thence North 86° 56' 48" East 125.50 feet to a 5/8 inch iron rod; thence South 45° 51' 42" East 73.75 feet to a 5/8 inch iron rod; thence South 18° 14' 51" East 140.49 feet to a 5/8 inch iron rod; thence continuing South 18° 14' 51" East 3.39 feet to a point on the Northwest line of that parcel described on microfilm reel No. 77-1-00465, Deed Records of Coos County; thence South 47° 41' 19" West 255.72 feet along said Northwest line to a 5/8 inch iron rod; thence continuing along said Northwest line South 44° 52' 34" West 227.01 feet to the meander line of Coos Bay; thence North 43° 00' West 185.00 feet along said meander line; thence North 71° 00' West 51.6 feet along said meander line of Coos Bay; thence North 21° 10' East 193.40 feet to a 5/8 inch iron rod; thence continuing North 21° 10' East 445.00 feet to the point of beginning.

Also granting unto Grantee an easement for a view of Coos Bay over the adjacent parcel retained by Grantors, together with the right to cut or trim trees or brush situated on the retained parcel which grow to such a height that they interfere with the view of Coos Bay from the windows of any residence constructed on the above-described parcel at a location westerly of a line drawn north and south through a point lying twenty feet east of the easterly point of the barn on the above described parcel.

Reserving unto Grantors a perpetual non-exclusive easement and right of way of the gravel drive situated in the northeasterly corner of the above described

85-3-3452

parcel for the benefit of the adjacent parcel retained by Grantors.

Reserving also unto Grantors a perpetual non-exclusive easement for ingress and egress between the retained parcel and the waters of Coos Bay, said easement to be 50 feet in width with the southeasterly border of said easement to be the southeasterly boundary of the above described parcel.

Reserving also under Grantors an easement for a view of Coos Bay from the windows of the residence on the retained parcel together with the right to cut or trim trees situated on the above described parcel which grow to a height such that they interfere with the view of Coos Bay from said residence.

No consideration is being paid for this deed which is being given as part of Grantors' estate plan.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

Betty Freudenberg
2699 N. 17th Street
Coos Bay, OR 97420

Dated this 10th day of August, 1985.

Kenneth R. Freudenberg
Kenneth R. Freudenberg

Betty Ann Freudenberg
Betty Ann Freudenberg



STATE OF OREGON)
) ss.
County of Coos)

Personally appeared the above-named KENNETH R. FREUDENBERG and BETTY ANN FREUDENBERG, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Shirley M. Hayes
Notary Public for Oregon
My Commission Expires: 7-7-87

85-3-3453

85-3-3451

Aug 12 10 21 AM '85
State of Vermont }
County of Coos } ss

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:

MARY ANN WILSON
Coos County Clerk

By *Mary Ann Wilson* deputy

Return to *Wilson*

Fee: *9*

NICHOLAS & SHAWNA STEPHENS
66595 SWALLOW RD.
NORTH BEND, OR 97459
Grantor's Name and Address

NICHOLAS & SHAWNA STEPHENS
66595 SWALLOW RD.
NORTH BEND, OR 97459
Grantee's Name and Address

After recording, return to (Name, Address, Zip):
NICK STEPHENS
66595 SWALLOW RD.
NORTH BEND, OR 97459

Until requested otherwise, send all tax statements to (Name, Address, Zip):
NICK STEPHENS
66595 SWALLOW RD.
NORTH BEND, OR 97459

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for recording on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE
By _____, Deputy.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that NICHOLAS & SHAWNA STEPHENS, HUSBAND AND WIFE hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by NICHOLAS & SHAWNA STEPHENS, HUSBAND AND WIFE hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in COOS County, State of Oregon, described as follows, to-wit:

Lots 7,8,9,10,11,12,13,14 of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block, also including that part of vacated 'A' ave. that abuts on said lots 11,12,13,14, and all of vacated 16th street that abuts on lots 10 and 11 and the aforementioned vacated 'A' ave. as on file and of record in the office of the County Clerk of Coos County Oregon.

Grantors further give and grant unto Grantees, their heirs and assigns, an easment and right of way for ingress and egress to and from the above described real property and county road along the presently existing roadway over and across the lands that formerly constituted 15th street between blocks 13 and 14, Townsite of Glasgow, Coos County, Oregon, prior to the vacation thereof, said right of way not to be exclusive.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever. And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state): _____

NO ENCUMBRANCES

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1 . However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the (indicate which) consideration. (The sentence between the symbols ^o, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural.

In witness whereof, the grantor has executed this instrument on APRIL 12, 2006; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

Nicholas Stephens
Shawna Stephens

STATE OF OREGON, County of COOS) ss.
This instrument was acknowledged before me on April 13th 2006
by Nicholas & Shawna Stephens



Trisha Reid
Notary Public for Oregon
My commission expires Oct 30 2007

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

RECORDING REQUESTED BY:

GRANTOR:

Nicholas P. Stephens, also known as Nicholas Stephens and Shawna L. Stephens, also known as Shawna Stephens
66597 Swallow Rd
North Bend, OR 97459

COOS COUNTY, OREGON

2014-04388

\$56.00

06/16/2014 02:43:46 PM

Pgs=3



Terril L. Turi, Coos County Clerk

GRANTEE:

The Swallow Road Family Limited Partnership,
an Arizona Limited Partnership
66602 Swallow Rd
North Bend, OR 97459

SEND TAX STATEMENTS TO:

The Swallow Road Family Limited Partnership,
an Arizona Limited Partnership
**66602 Swallow Rd
North Bend, OR 97459**

AFTER RECORDING RETURN TO:

The Swallow Road Family Limited Partnership,
an Arizona Limited Partnership
66602 Swallow Rd
North Bend, OR 97459

Escrow No: 360614010707-TTCCO07

309202 C 1398
309202 C 1398
66595 Swallow Rd
North Bend, OR 97459

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Nicholas P. Stephens, also known as Nicholas Stephens and Shawna L. Stephens, also known as Shawna Stephens, Grantor, conveys and warrants to

The Swallow Road Family Limited Partnership, an Arizona Limited Partnership, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$299,500.00. (See ORS 93.030)

Subject to and excepting:


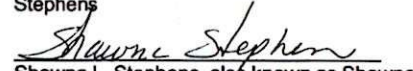
Taxes, covenants, conditions, restrictions, easements, rights of way, homeowners association assessments, if any, and matters now of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7,

360614010707-TTCCO07
Deed(Warranty-Statutory)

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

DATED: June 11, 2014


Nicholas P. Stephens, also known as Nicholas Stephens

Shawna L. Stephens, also known as Shawna Stephens

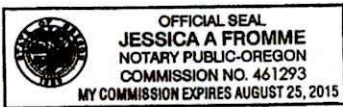
State of OREGON

COUNTY of Clatsop

This instrument was acknowledged before me on June 12th, 2014

by Nicholas P. & Shawna Stephens

 _____, Notary Public - State of Oregon
My commission expires: 08-25-15



LEGAL DESCRIPTION

PARCEL 1:

Beginning at the Northwest corner of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block; thence East a distance of 150 feet; thence South 200 feet; thence West 150 feet; thence North to the point of beginning, it being the intentions of the parties to convey all that property which is formed by Lots 1 through 6, inclusive and 15 through 20, inclusive of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block, together with that portion of vacated "A" Avenue abutting on Lots 15 through 20, inclusive as vacated by Case No. 325, recorded February 14, 1974 bearing Microfilm Reel No. 74-02-96384, Records Coos County, Oregon which would inure thereto by reason of the vacation therein.

Reserving unto Grantors, their heirs and assigns, ingress and egress across the present existing roadway that formerly constituted "A" Avenue, Townsite of Glasgow, Coos County, Oregon, prior to the vacation thereof, said right of way not be exclusive

PARCEL 2:

TOGETHER WITH an easement for ingress, egress, waterline and maintenance as granted in Warranty Deed to Richard L. Fly etux recorded August 22, 1961 in Book 287, Page 36, Deed Records of Coos County, Oregon.

Reserving unto Grantors, their heirs and assigns, ingress and egress across the present existing roadway that formerly constituted "A" Avenue, Townsite of Glasgow, Coos County, Oregon, prior to the vacation thereof, said right of way not be exclusive

RECORDATION REQUESTED BY:
First Community Credit Union
200 N. Adams
Coquille, OR 97423

COOS COUNTY, OREGON 2014-04389
\$81.00 06/16/2014 02:43:46 PM
Pgs=8

WHEN RECORDED MAIL TO:
First Community Credit Union
200 N. Adams
Coquille, OR 97423

AFTER RECORDING
RETURN TO



Terri L. Turi, Coos County Clerk

SEND TAX NOTICES TO:
Swallow Road Family Limited Partnership
66602 Swallow Road
North Bend, OR 97459

Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233
4010707

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated June 9, 2014, among Swallow Road Family Limited Partnership, an estate in C Simple. ("Grantor"); First Community Credit Union, whose address is 200 N. Adams, Coquille, OR 97423 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Ticor Title, whose address is 300 W. Anderson Avenue, Coos Bay, OR 97420 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated June 9, 2014, in the original principal amount of \$240,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Coos County, State of Oregon:

See EXHIBIT "ONE", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 66595 Swallow Road, North Bend, OR 97459. The Real Property tax identification number is 309202.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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

Possession and Use. Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of

or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

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

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

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

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

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages

and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

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

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

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

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

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust,

**DEED OF TRUST
(Continued)**

Loan No: 1762390-155

Page 4

including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

DEFAULT. Default will occur if payment in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. If Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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

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

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

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

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

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

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

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

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

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

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

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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

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

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

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

**DEED OF TRUST
(Continued)**

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the provisions of this Deed of Trust.

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

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Coos County, State of Oregon.

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

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

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

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

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means First Community Credit Union, and its successors and assigns.

Borrower. The word "Borrower" means Swallow Road Family Limited Partnership and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Grantor. The word "Grantor" means Swallow Road Family Limited Partnership.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means First Community Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated June 9, 2014, in the original principal amount of \$240,000.00 from

DEED OF TRUST
(Continued)

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Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 15, 2039.

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

Trustee. The word "Trustee" means Ticor Title, whose address is 300 W. Anderson Avenue, Coos Bay, OR 97420 and any substitute or successor trustees.

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

GRANTOR:

SWALLOW ROAD FAMILY LIMITED PARTNERSHIP

By: Steven Alan Tersigni
Steven Alan Tersigni, General Partner of Swallow Road Family Limited Partnership

By: Lori K. Tersigni
Lori K. Tersigni, General Partner of Swallow Road Family Limited Partnership

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Coos)



On this 13th day of June, 2014, before me, the undersigned Notary Public, personally appeared Steven Alan Tersigni, General Partner of Swallow Road Family Limited Partnership and Lori K. Tersigni, General Partner of Swallow Road Family Limited Partnership, and known to me to be partners or designated agents of the partnership that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the partnership.

By: Jessica A Fromme)
Notary Public in and for the State of Oregon)
Residing at Coos County
My commission expires 08-25-15

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

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

Date: _____

Beneficiary: _____

By: _____

Its: _____

Order No.: 360614010707-TTCCO07

EXHIBIT *One*

LEGAL DESCRIPTION

PARCEL 1:

Beginning at the Northwest corner of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block; thence East a distance of 150 feet; thence South 200 feet; thence West 150 feet; thence North to the point of beginning, it being the intentions of the parties to convey all that property which is formed by Lots 1 through 6, inclusive and 15 through 20, inclusive of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block, together with that portion of vacated "A" Avenue abutting on Lots 15 through 20, inclusive as vacated by Case No. 325, recorded February 14, 1974 bearing Microfilm Reel No. 74-02-96384, Records Coos County, Oregon which would inure thereto by reason of the vacation therein.

Reserving unto Grantors, their heirs and assigns, ingress and egress across the present existing roadway that formerly constituted "A" Avenue, Townsite of Glasgow, Coos County, Oregon, prior to the vacation thereof, said right of way not be exclusive

PARCEL 2:

TOGETHER WITH an easement for ingress, egress, waterline and maintenance as granted in Warranty Deed to Richard L. Fly etux recorded August 22, 1961 in Book 287, Page 36, Deed Records of Coos County, Oregon.

RECORDATION REQUESTED BY:

First Community Credit Union
200 N. Adams
Coquille, OR 97423



Terri L. Turi, Coos County Clerk

WHEN RECORDED MAIL TO:

First Community Credit Union
200 N. Adams
Coquille, OR 97423

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

SEND TAX NOTICES TO:

Swallow Road Family Limited Partnership
66602 Swallow Road
North Bend, OR 97459

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated June 9, 2014, is made and executed between Swallow Road Family Limited Partnership, an estate in C Simple. (referred to below as "Grantor") and First Community Credit Union, whose address is 200 N. Adams, Coquille, OR 97423 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Coos County, State of Oregon:

See EXHIBIT "ONE", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 66595 Swallow Road, North Bend, OR 97459. The Property tax identification number is 309202.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Oregon and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**ASSIGNMENT OF RENTS
(Continued)**

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Default will occur if payment in full is not made immediately when due.

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

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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

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

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

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

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Coos County,

State of Oregon.

Merger. There shall be no merger of the interest or estate created by this assignment 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.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

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

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Swallow Road Family Limited Partnership.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Grantor. The word "Grantor" means Swallow Road Family Limited Partnership.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means First Community Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated June 9, 2014, in the original principal amount of \$240,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments,

ASSIGNMENT OF RENTS
(Continued)

Loan No: 1762390-155

Page 4

agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JUNE 9, 2014.

GRANTOR:

SWALLOW ROAD FAMILY LIMITED PARTNERSHIP

By: Steven Alan Tersigni
Steven Alan Tersigni, General Partner of Swallow Road Family Limited Partnership

By: Lori K. Tersigni
Lori K. Tersigni, General Partner of Swallow Road Family Limited Partnership

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Cook

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) SS
)



On this 13th day of June, 20 14, before me, the undersigned Notary Public, personally appeared Steven Alan Tersigni, General Partner of Swallow Road Family Limited Partnership and Lori K. Tersigni, General Partner of Swallow Road Family Limited Partnership, and known to me to be partners or designated agents of the partnership that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By Jessica A. Fromme
Notary Public In and for the State of Oregon

Residing at Cook County
My commission expires 08.25.15

Exhibit one

Order No.: 360614010707-TTCOO07

LEGAL DESCRIPTION

PARCEL 1:

Beginning at the Northwest corner of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block; thence East a distance of 150 feet; thence South 200 feet; thence West 150 feet; thence North to the point of beginning, it being the intentions of the parties to convey all that property which is formed by Lots 1 through 6, inclusive and 15 through 20, inclusive of Block 14, Townsite of Glasgow, Coos County, Oregon, as same existed prior to the vacation of said block, together with that portion of vacated "A" Avenue abutting on Lots 15 through 20, inclusive as vacated by Case No. 325, recorded February 14, 1974 bearing Microfilm Reel No. 74-02-96384, Records Coos County, Oregon which would inure thereto by reason of the vacation therein.

Reserving unto Grantors, their heirs and assigns, ingress and egress across the present existing roadway that formerly constituted "A" Avenue, Townsite of Glasgow, Coos County, Oregon, prior to the vacation thereof, said right of way not be exclusive

PARCEL 2:

TOGETHER WITH an easement for ingress, egress, waterline and maintenance as granted in Warranty Deed to Richard L. Fly etux recorded August 22, 1961 in Book 287, Page 36, Deed Records of Coos County, Oregon.

AFTER RECORDING, RETURN TO:

First Community Credit Union
150 Johnson Ave
Coos Bay, OR 97420

Parcel ID: 309205

REFERENCE #: 360616018385

AFTER RECORDING
RETURN TO
Ticor Title Company

300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233

COOS COUNTY, OREGON 2017-000301
\$76.00 01/11/2017 09:07:01 AM
Terri L.Turi, Coos County Clerk Pgs=7

SPACE ABOVE THIS LINE FOR RECORDER'S USE



THIS DEED OF TRUST 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. DEFAULT ON PAYMENTS MAY RESULT IN THE LOSS OF YOUR HOME.

THIS DEED OF TRUST is given on: 6 January, 2017

By: Steven A. Tersigni and Lori K. Tersigni, Trustees of the The Swallow Road Trust

hereinafter referred to as ("Borrower" or "Grantor"), to the Trustee, _____ Ticor Title _____ ("Trustee"), whose address is 300 W Anderson, Coos Bay, OR 97420, for the benefit of First Community Credit Union as beneficiary, a corporation organized and existing under the laws of the United States, whose address is 200 N. Adams Street, Coquille, OR 97423 ("Lender" or "Grantee").

Borrower does hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property (or the leasehold estate if this Deed of Trust is on a leasehold) located in the County of _____ Coos _____ State of Oregon:

Legal Description: See Attached Exhibit A

Assessor's Property Tax Parcel or Account No.: _____ 309205 _____

which has the street address of _____ 66602 SWALLOW RD, NORTH BEND, OR 97459-8277 _____; together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appurtenances, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Borrower's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Deed of Trust as the "Property." Lender has agreed to make advances to Borrower under the terms of the Plan, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance (excluding finance charges, fees, taxes, and other additional amounts) owing at any one time under the Plan shall not exceed Seven Hundred Fifty Thousand and 00/100 (\$750,000.00) ("Maximum Principal Balance" or "Credit Limit").

This deed of trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Lender's obligation to advance funds to Borrower. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding a zero balance. On the Maturity Date, or Final Payment Date, 40 years from the date of this Deed of Trust, the entire Debt under the Plan, if not paid earlier, is due and payable.

Tax statements shall be sent to: 66602 SWALLOW RD, NORTH BEND, OR 97459-8277

This Deed of Trust is given to secure to Lender the following:

1. The repayment of all indebtedness, including principal, finance charges at a rate which may vary from time to time, taxes, special assessments, insurance, late fees, and any other charges and collection costs due and to become due ("Debt") under the terms and conditions of the Home Equity Open-end Credit Plan, Truth in Lending Disclosure Statement and Credit Agreement made by Borrower and dated the same day as this Deed of Trust, including any and all modifications, amendments, extensions and renewals thereof ("Plan").
2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Plan;
3. The performance of Borrower's covenants and agreements under this Deed of Trust and under the Plan.

Complete if Applicable:

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

DEED OF TRUST (continued)

A. REPRESENTATIONS

Borrower hereby represents to Lender as follows:

1. **Validity of Security Documents.** (a) The execution, delivery and performance by Borrower of the Agreement, this Deed of Trust and all other documents and instruments now or hereafter, furnished to Borrower to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any deed of trust, indenture, trust agreement or other instrument to which Borrower is a party or by which Borrower or any of Borrower's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such deed of trust, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's property or assets, except as contemplated by the provisions of the Security Documents; and

(b) The Security Documents, as and when executed and delivered by Borrower, constitute the legal, valid and binding obligations of Borrower in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

2. **Other Information.** All other information, reports, papers and data given to Lender, or to Lender's legal counsel, with respect to Borrower, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

3. **Title.** Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed of Trust. Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Deed of Trust.

4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Borrower, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.

5. **Environmental Indemnity.** Borrower shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

B. ADDITIONAL COVENANTS

Until the entire Debt shall have been paid in full, Borrower covenants and agrees as follows:

6. **Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Deed of Trust, and the Security Documents.

7. **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 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 may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. 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 be paid and maintained for 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 24 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.

8. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Plan and paragraphs 6 and 7 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 7 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 Plan.

DEED OF TRUST (continued)

9. **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.

10. **Repair.** Borrower shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Borrower agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Borrower agrees not to alter or remove any structure or fixture in the Property without Lender's prior written consent. Borrower shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property. 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 of 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.

11. **Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Property, Borrower shall give notice thereof to Lender and Borrower shall promptly at Borrower's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

12. **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, with finance charges thereon, at the rate provided in the Plan, 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 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.

13. **Leaseholds; Assignment of Rents.** If this Deed of Trust is on a leasehold, Borrower shall comply with all provisions of any lease. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

14. **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.

15. **Compliance with Laws.** Borrower shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

16. **Performance of Other Agreements.** Borrower shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

17. **Inspection.** Borrower shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

18. **Hold Harmless.** Borrower shall, at Borrower's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Borrower, except as may be the direct result of Lender's negligence. Borrower

DEED OF TRUST (continued)

shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

19. **Expenses.** Borrower shall pay or reimburse Lender for all reasonable costs and expenses paid or incurred by Lender in any action, proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Borrower, or the Property, including, without limitation, to the foreclosure or other enforcement of this Deed of Trust, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Borrower shall be treated as Advances in accordance with Paragraph 20 thereof.

20. **Advances.** In the event Borrower fails to perform any act required of Borrower by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Lender may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Lender, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Deed of Trust and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Deed of Trust as though originally a part of the principal amount of the Debt.

21. **Use Violations.** Borrower shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

22. **Taxes; Liens.** Borrower shall pay all taxes, assessments, charges, fines, leasehold payments or ground rents, and impositions attributable to the Property. To the extent these are escrow items, they shall be paid in accordance with the "Funds for axes and Insurance" paragraph. Borrower shall not, without the prior written consent of Lender, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Borrower fails to promptly discharge any such Liens, Lender may, but shall not be obligated to, do so and any amounts paid or incurred by Lender (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 20 hereof.

23. **Transfer of the Property.** Borrower shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior notice and the prior written consent of Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Deed of Trust.

If Lender exercises Lender's option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Plan 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 Plan.

24. **Default; Termination and Acceleration; Remedies.** If Borrower breaches any covenant or agreement in this Deed of Trust or the Plan, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give notice as provided in the Notice paragraph contained herein and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date, not less than thirty days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the 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; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, 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, without further notice or demand, may declare default, may declare all sums secured by this Deed of Trust to be immediately due and payable, and may invoke the POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

25. **Borrower's Rights to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to any power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) cures all other events of default under this Deed of Trust and the Credit Agreement; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not

DEED OF TRUST (continued)

limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 24.

26. **Condemnation.** In the event of any condemnation or other taking of any part or all of the Property, or for conveyance in lieu of condemnation, all awards or other compensation for such taking shall be paid to Lender for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any event of default or extending the time for making any payment due hereunder or under the Agreement.

27. **Prior Deed of Trust.** If this Deed of Trust is subject to a prior deed of trust, the lien of which is superior to the lien of this Deed of Trust, Borrower agrees to pay each installment of the debt secured by the prior deed of trust when it is due, whether by acceleration or otherwise. Borrower also agrees to pay and perform all other obligations of the Lender under the prior deed of trust. Borrower agrees to provide Lender with proof of payment or performance under the prior deed of trust whenever Lender requests it. If Borrower fails to pay any installment of principal or interest when it is due or if Borrower fails to pay or perform any other obligation under the prior deed of trust; Lender has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Borrower's behalf. Any amounts Lender spends in performing Borrower's obligations will become part of the Debt, payable by Borrower on Lender's demand, and will bear interest at the same rate as the Debt bears from time to time. Lender may rely upon any written notice of default under the prior deed of trust that Lender receives from the holder of the prior deed of trust even though Borrower questions or denies the existence, extent, or nature of the default. Borrower shall not renew, extend or modify the prior deed of trust, and shall not increase the debt secured by the prior deed of trust, without Lender's prior written consent.

28. **Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Plan, and shall continue in full force and effect until the Debt shall have been paid in full.

29. **Further Assurances.** Borrower shall, upon the reasonable request of Lender, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

30. **Recording and Filing.** Borrower shall cooperate with Lender to cause those Security Documents for which constructive notice must be given to protect Lender (and all supplements thereto) to be at all times recorded and filed, and re-recorded and re-filed, in such manner and in such places as Lender shall reasonably request, and Borrower shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State in which the recording or filing takes place.

31. **Loan Expenses.** Borrower shall pay all applicable costs, expenses and fees set forth in the Agreement.

32. **No Representation by Lender.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender, pursuant to this Deed of Trust, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Lender shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.

33. **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.

34. **Incorporation of Agreement.** Each and every term, covenant and provision contained in the Plan is, by this reference, incorporated into this Deed of Trust as if fully set forth herein.

35. **Waiver of Homestead.** 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.

36. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed to each party's address as listed on page 1, or at such other address as may be designated by notice as provided herein.

37. **Covenants Running With the Land.** All covenants contained in this Deed of Trust shall run with the Land.

38. **Successors and Assigns.** All of the terms of this Deed of Trust shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Borrower and Lender, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Deed of Trust.

39. **Multiple Borrower.** Borrower's covenants and agreements hereunder shall be joint, several and primary. Any Borrower who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to deed of trust, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Deed of Trust or the Agreement without that Borrower's consent.

40. **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 Plan conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Plan which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Plan are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

DEED OF TRUST (continued)

- 41. **Modification.** This Deed of Trust may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.
- 42. **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 Plan. When according to the terms of the Plan, no more advances will be made, and Borrower has paid all sums secured by this Deed of Trust (or earlier if required by applicable law), Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debt secured hereunder. Trustee shall reconvey the Property without warranty to the person(s) legally entitled to it. To the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and discharge and require Borrower to pay costs of recordation, if any.
- 43. **Strict Performance.** Any failure by Lender to insist upon strict performance by Borrower of any of the terms and provisions of this Deed of Trust or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or any of the Security Documents, and Lender shall have the right thereafter to insist upon strict performance by Borrower of any and all of them.
- 44. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- 45. **Borrower's Copy.** Borrower shall be furnished a copy of the Plan and of this Deed of Trust at the time of execution or after recordation hereof.
- 46. **Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.
- 47. **Riders.** If one or more riders are attached to and made a part of this Deed of Trust, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust.
- 48. **Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.
- 49. **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.
- 50. **Attorney's Fees.** As used in this Deed of Trust and the Plan, attorney's fees shall include those awarded by an appellate court.

(REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST)

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.

SIGNATURES AND ACKNOWLEDGEMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

X Steven A Tersigni ^{TTST} (Seal)
 STEVEN A TERSIGNI Trustee
 (Seal)
 X _____

X Lori Tersigni ^(Seal) TTSD
 LORI TERSIGNI Trustee
 (Seal)
 X _____

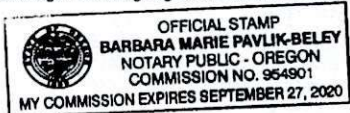
Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

X _____ X _____

STATE OF Oregon, Coos County ss:

On this 6th day of January, 2017, before me personally appeared,
Steven A Tersigni Trustee and Lori Tersigni
 Trustee

and acknowledged the foregoing to be his/her free act and deed.



Barbara Marie Pavlik-Belley
 Notary Public
 My Commission Expires: September 27 2020

REQUEST FOR FULL RECONVEYANCE (TO BE USED ONLY WHEN LOAN HAS BEEN FULLY PAID)

TO TRUSTEE:

The undersigned is the holder of the Plan secured by this Deed of Trust. Said Plan, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said Plan and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

Exhibit "A"

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron rod at the Northwest corner of vacated Block 14, Plat of Glasgow, Coos County, Oregon; thence South 200.00 feet to a 5/8 inch iron rod; thence East 40.00 feet to a 5/8 inch iron rod; thence South 47° 41' 19" West 323.30 feet; thence North 18° 14' 51" West 3.39 feet to a 5/8 inch iron rod; thence continuing North 18° 14' 51" West 140.49 feet to a 5/8 inch iron rod; thence North 45° 51' 42" West 73.75 feet to a 5/8 inch iron rod; thence South 86° 56' 48" West 125.50 feet to a 5/8 inch iron rod; thence North 50° 40' 01" East 371.51 feet to a 5/8 inch iron rod; thence North 89° 37' 47" East 70.00 feet to a 5/8 inch iron rod; thence continuing North 89° 37' 47" East 65.00 feet to the point of beginning.

ALSO: A parcel of land located in the SW 1/4 of the NE 1/4 of Section 2, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a 1 inch iron pipe at the Northwest corner of vacated Block 13 of the Plat of Glasgow; thence North 40.00 feet to a 5/8 inch iron rod at the center line of vacated "A" Avenue; thence North 89° 37' 47" East 427.69 feet along said vacated centerline to the West line of 15th Street, Plat of Glasgow; thence South 40.00 feet along said West line to a 5/8 inch iron rod to the Southwest corner of said 15th Street; thence South 89° 37' 47" West 70.00 feet to a 5/8 inch iron rod; thence South 50° 40' 01" West 371.51 feet to a 5/8 inch iron rod; thence North 86° 56' 48" East 125.50 feet to a 5/8 inch iron rod; thence South 45° 51' 42" East 73.75 feet to a 5/8 inch iron rod; thence South 18° 14' 51" East 140.49 feet to a 5/8 inch iron rod; thence continuing South 18° 14' 51" East 3.39 feet to a point on the Northwest line of that parcel described in instrument bearing Microfilm Reel No. 77-01-00465, Records of Coos County, Oregon; thence South 47° 41' 19" West 255.72 feet along said Northwest line to a 5/8 inch iron rod; thence continuing along said Northwest line South 44° 52' 34" West 227.01 feet to the meander line of Coos Bay; thence North 43° 00' West 185.00 feet along said meander line; thence North 71° 00' West 51.6 feet along said meander line of Coos Bay; thence North 21° 10' East 193.40 feet to a 5/8 inch iron rod; thence continuing North 21° 10' East 445.00 feet to the point of beginning.

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

19-Jan-2021

THE SWALLOW ROAD TRUST
66602 SWALLOW RD
NORTH BEND OR 97459-8277

Tax Account #	309205	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1398
Situs Address	66602 SWALLOW RD NORTH BEND OR 97459	Interest To	Feb 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$101.12	\$101.12	\$0.00	\$0.00	\$7,133.27	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,802.56	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,630.25	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,440.01	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,076.42	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,052.21	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,028.44	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,784.62	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,800.22	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,036.77	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,034.86	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,627.11	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,550.40	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,385.23	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,235.35	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,210.41	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,638.96	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,699.02	Nov 15, 2003
Total		\$101.12	\$101.12	\$0.00	\$0.00	\$105,166.11	

COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES

1/19/2021 3:23:18 PM

Account # 309205
Map 25S1302-AC-02300
Owner THE SWALLOW ROAD TRUST
66602 SWALLOW RD
NORTH BEND OR 97459-8277

Name Type	Name	Ownership Type	Own Pct
OWNER	THE SWALLOW ROAD TRUST	OWNER	100.00

COOS County Assessor's Summary Report
Real Property Assessment Report
FOR ASSESSMENT YEAR 2021
NOT OFFICIAL VALUE

January 19, 2021 3:29:20 pm

Account # 309202
 Map # 25S1302AC02400
 Code - Tax # 1398-309202

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name SWALLOW ROAD FAMILY LIMITED PARTNERSHIP

Deed Reference # 2014-04388

Agent

Sales Date/Price 06-12-2014 / \$299,500.00

In Care Of

Appraiser SUSAN VINEYARD

Mailing Address 66602 SWALLOW RD
 NORTH BEND, OR 97459-8276

Prop Class 101 MA SA NH Unit
 RMV Class 101 02 10 GLS 4687-1

Situs Address(s)	Situs City
ID# 10 66595 SWALLOW RD	NORTH BEND

Code Area	RMV	MAV	Value Summary		MSAV	RMV Exception	CPR %
			AV	SAV			
1398 Land	106,440					Land	0
Impr.	216,970					Impr.	0
Code Area Total	323,410	192,100	192,100	0	0		0
Grand Total	323,410	192,100	192,100	0	0		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
1398	10		<input checked="" type="checkbox"/>	RR-2	Market	100	A	0.83	HS	001	106,440
Grand Total								0.83			106,440

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%				
1398	2	2005	325	HOBBY STABLES	100		600		15,830
1398	1	1962	141	One story-Class 4	100		1,780		201,140
Grand Total							2,380		216,970

Code Area	Type	Exemptions/Special Assessments/Potential Liability
NOTATION(S): ■ REVIEW BY APPRAISER ADDED 2019 2019 Reappraisal		

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

19-Jan-2021

SWALLOW ROAD FAMILY LIMITED PARTNERSHIP
66602 SWALLOW RD
NORTH BEND OR 97459-8276

Tax Account #	309202	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1398
Situs Address	66595 SWALLOW RD NORTH BEND OR 97459	Interest To	Feb 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$1,980.18	\$1,954.12	\$26.06	\$0.00	\$1,954.12	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,862.68	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,815.05	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,762.44	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,712.32	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,672.07	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,648.40	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,609.24	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,566.51	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,513.24	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,471.91	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,431.06	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,404.68	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,371.45	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,388.90	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,952.73	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,742.43	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,818.35	Nov 15, 2003
	Total	\$1,980.18	\$1,954.12	\$26.06	\$0.00	\$29,697.58	

COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES

1/19/2021 3:30:33 PM

Account # 309202
Map 25S1302-AC-02400
Owner SWALLOW ROAD FAMILY LIMITED PARTNERSHIP
66602 SWALLOW RD
NORTH BEND OR 97459-8276

Name Type	Name	Ownership Type	Own Pct
OWNER	SWALLOW ROAD FAMILY LIMITED PARTNERSHIP	OWNER	
OWNER	SWALLOW ROAD FAMILY LIMITED PARTNERSHIP		