



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-21-021

Date Received: 6/2/21 Receipt #: 226222 Received by: umb

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) Lafranchi, Ronald C. & Kelly

Mailing address: 580 N Central Blvd., Coquille, OR 97423

Phone: Email:

Township: Range: Section: 1/4 Section: 1/16 Section: Tax lot: 29S 12W 21 Select Select 200

Tax Account Number(s): 1157100 Zone: Select Zone Exclusive Farm Use (EFU)

Acreage Prior to Adjustment: 134.86 Acreage After the Adjustment 138.10

B. Land Owner(s) Lafranchi, Ronald C. & Kelly

Mailing address: 580 N Central Blvd., Coquille, OR 97423

Phone: Email:

Township: Range: Section: 1/4 Section: 1/16 Section: 29S 12W 22 Select Select 200

Tax Account Number(s) 1158200 Zone Exclusive Farm Use (EFU)

Acreage Prior to Adjustment: 110.72 Acreage After the Adjustment 107.48

C. Surveyor Douglas C. McMahan - Stuntzner Engineering & Forestry LLC

Mailing Address P.O. Box 118, Coos Bay, OR 97420

Phone #: 541-267-2872 Email: doug@stuntzner.com

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

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:

To move the existing structures in the south west corner of (T29 R12 Sec. 22) Tax Lot 200 to Tax Lot 200(T29 R12 Sec. 21). This would move the existing farm structures from the uphill tax lot and connect it to the lower pasture lands.

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 proper 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: Umpqua Bank
P.O. Box 1580, Roseburg, OR 97470

Property 2: _____

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 checked="" type="checkbox"/> | No <input 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:

50' +/-

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

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.

It shall be the duty of the Planning Director or his/her authorized representative to enforce the provisions of the Coos County Zoning and Land Development Ordinance pertaining to zoning, land use, the construction, erection, location or enlargement of any structure and land divisions including the relocation of boundary lines within Coos County under the jurisdiction of this Ordinance. Therefore, if any violations of the ordinance are found to exist the application will not be processed unless other resolutions are possible.

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

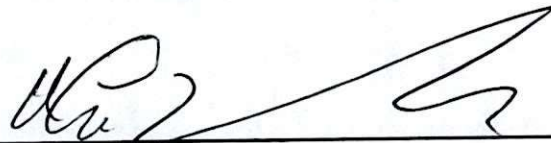


EXHIBIT MAP

ADD TO
TAX LOT 200
TOWNSHIP 29S RANGE 12W
SECTION 21

SUBTRACT FROM
TAX LOT 200
TOWNSHIP 29S RANGE 12W
SECTION 22

(FARM PASTURE)
NO STRUCTURES

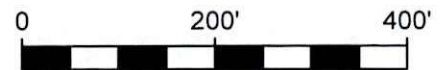
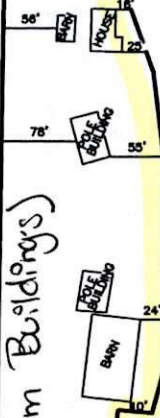
(HILLSIDE/TREES)

(Farm Buildings)

COOS BAY ROSEBURG HWY. NO. 42

SECTION 21 TAX LOT 200

SECTION 22 TAX LOT 200



NOTE:

WANTING TO ADJUST THE SHOWN PORTION OF TAX LOT 200, TOWNSHIP 29S, RANGE 12W, SECTION 22 INTO THE EXISTING TAX LOT 200 TOWNSHIP 29S, RANGE 12W, SECTION 21. THIS WOULD MOVE THE EXISTING FARM BUILDINGS TO THE TAX LOT WITH ATTACHED PASTURE INSTEAD OF WITH THE TAX LOT ACROSS HWY 42.

Stuntzner

Engineering & Forestry, LLC



705 S. 4TH ST.
P.O. BOX 118
COOS BAY, OREGON 97420

PHONE: (541) 267-2872
FAX: (541) 267-0588
www.stuntzner.com

Engineering - Land Surveying - Forestry - Land Planning - Water Rights

JOB #: 121-3-033
DATE: MAY, 27, 2021
DRAWN BY: ARM
CHECKED BY: DCM

PREPARED FOR:

RON LAFRANCHI
580 N CENTRAL BLVD
COQUILLE, OR 97423

FILE NAME: MAP OF SURVEY.dwg

SHEET 1 OF 1

SECTION 22 T29S R12W W.M.
COOS COUNTY

Before Property Line Adjustment

29S 12W 22

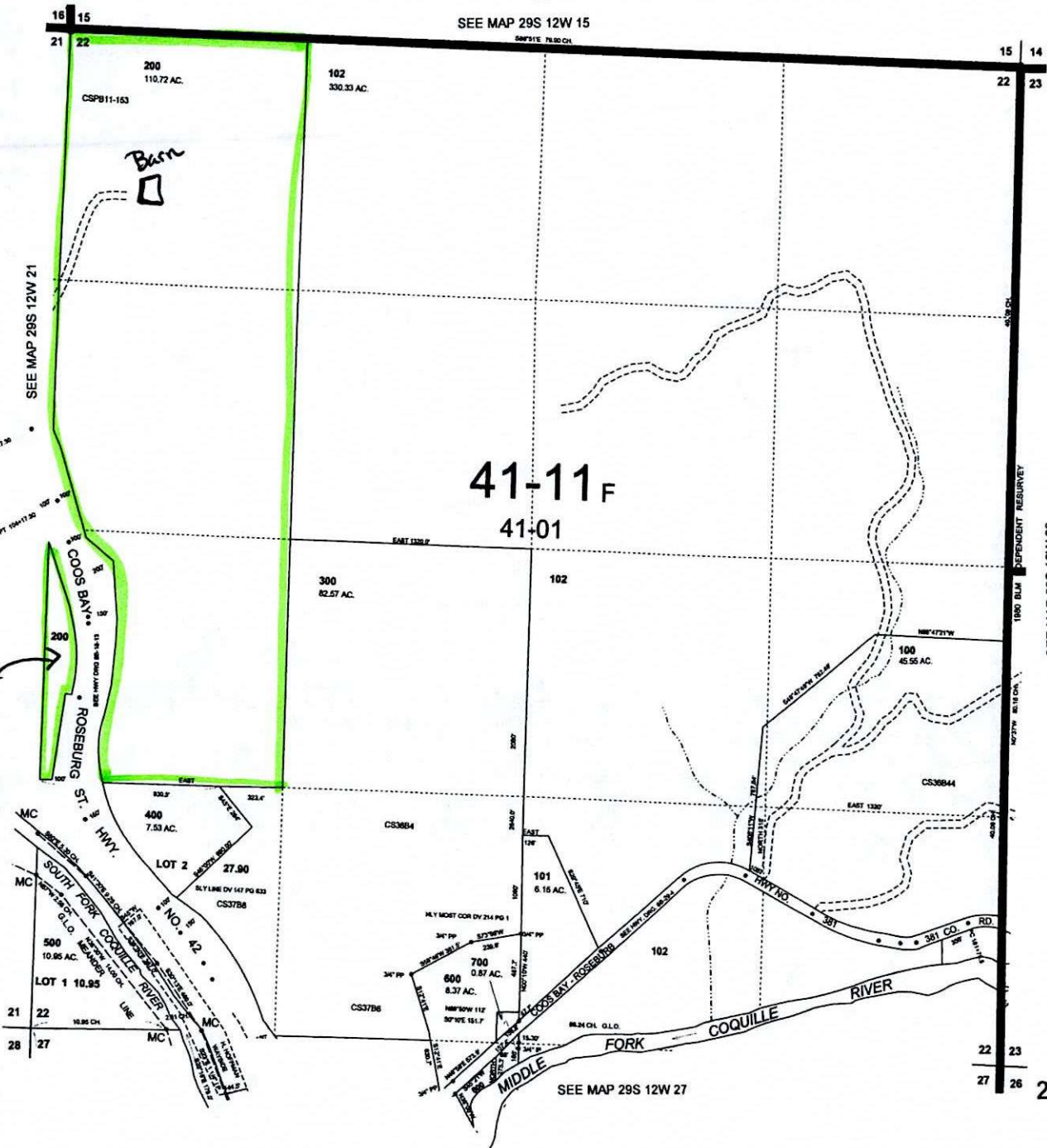
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 400'

CANCELLED NO.

800
103
104

SEE MAP 29S 12W 15



41-11F
41-01

See Exhibit

SEE MAP 29S 12W 23

SEE MAP 29S 12W 27

12-03-2009

29S 12W 22

SECTION 22 T29S R12W W.M.
COOS COUNTY

After Property Line Adjustment

29S 12W 22

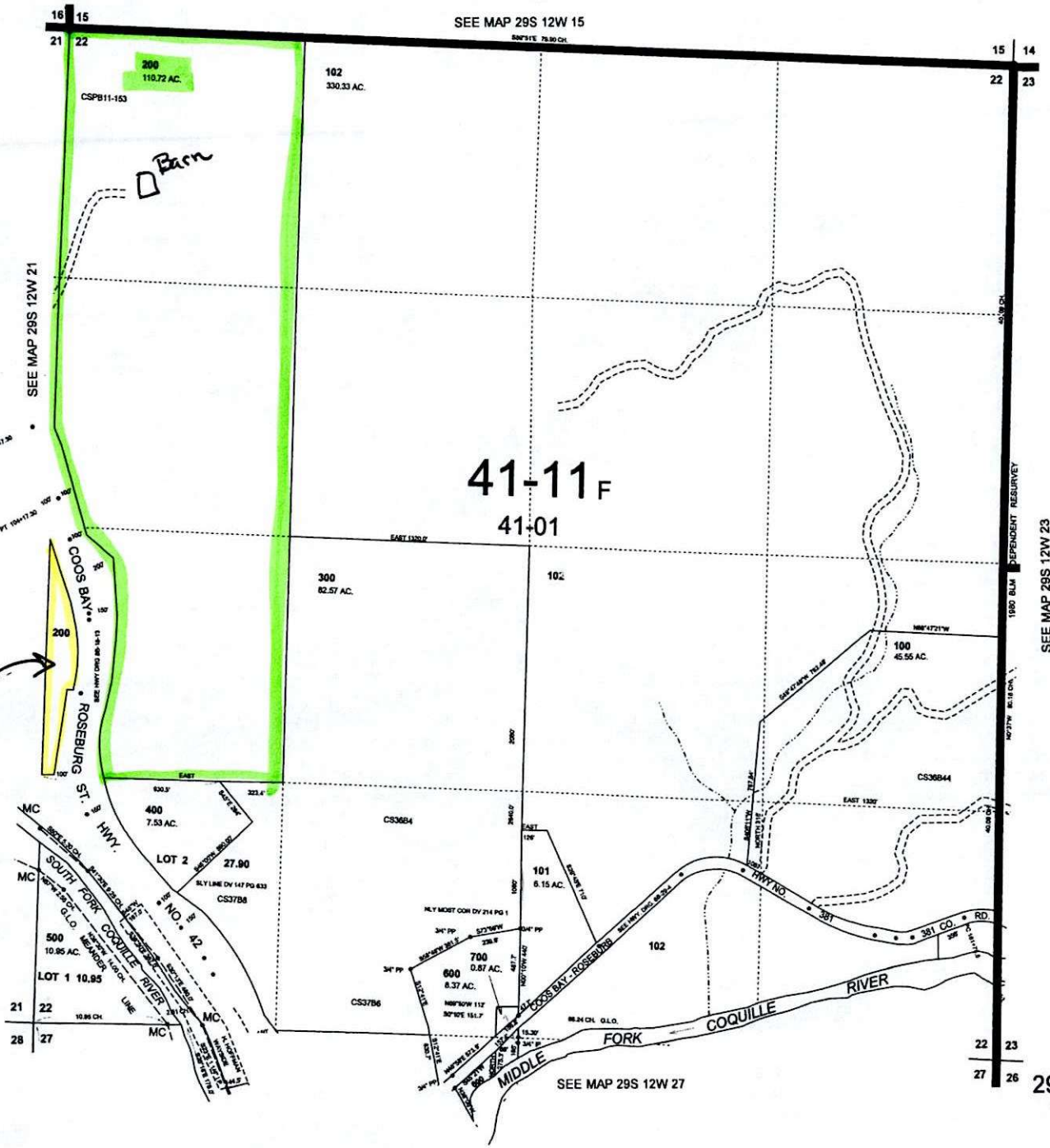
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 400'

CANCELLED NO.

800
103
104

SEE MAP 29S 12W 15



41-11F
41-01

See Exhibit

Barn

SEE MAP 29S 12W 23

SEE MAP 29S 12W 27

12-03-2009

29S 12W 22

SECTION 21 T29S R12W W.M.
COOS COUNTY

Before Property Line Adjustment
29S 12W 21

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 400'

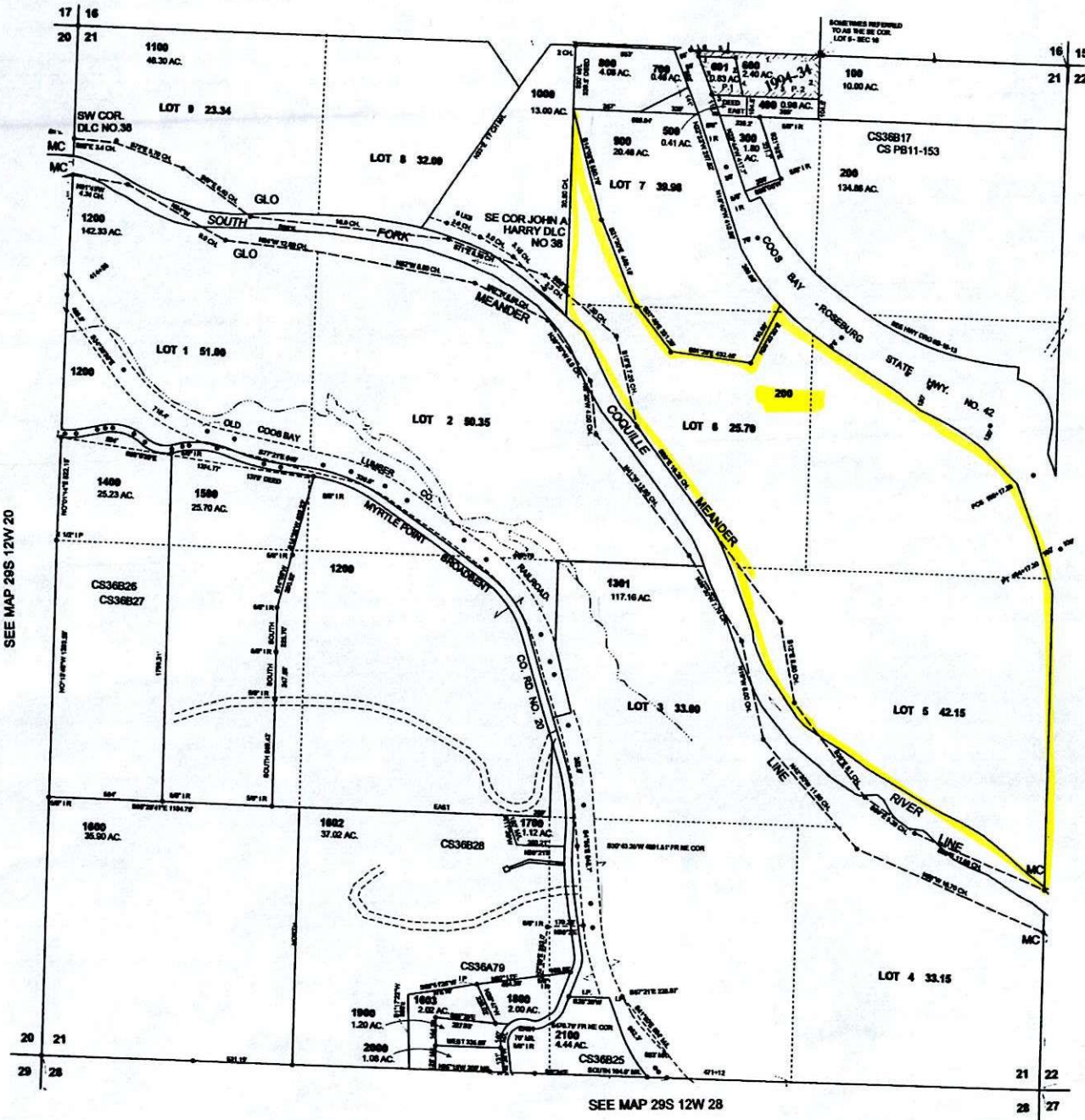
SEE MAP 29S 12W 16DC

SEE MAP 29S 12W 16DD

CANCELLED NO.

1601
300A1
1300
1101

SEE MAP 29S 12W 16



PARCEL 600
1. N89°42'34"W 888.82'
2. N89°38'27"E 225.52'
3. S89°42'34"E 488.52'
4. S15°12'37"E 281.05'
5. N89°42'34"W 239.02'
6. S21°38'17"E 32.52'

PARCEL 601
1. N89°42'34"W 200.02'
2. S15°12'37"E 201.82'
3. S89°42'34"E 188.82'
4. S21°38'17"E 218.52'

SEE MAP 29S 12W 20

SEE MAP 29S 12W 22

SEE MAP 29S 12W 28

11-21-2016

29S 12W 21

SECTION 21 T29S R12W W.M.
COOS COUNTY

After property Line Adjustment

29S 12W 21

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SEE MAP 29S 12W 16

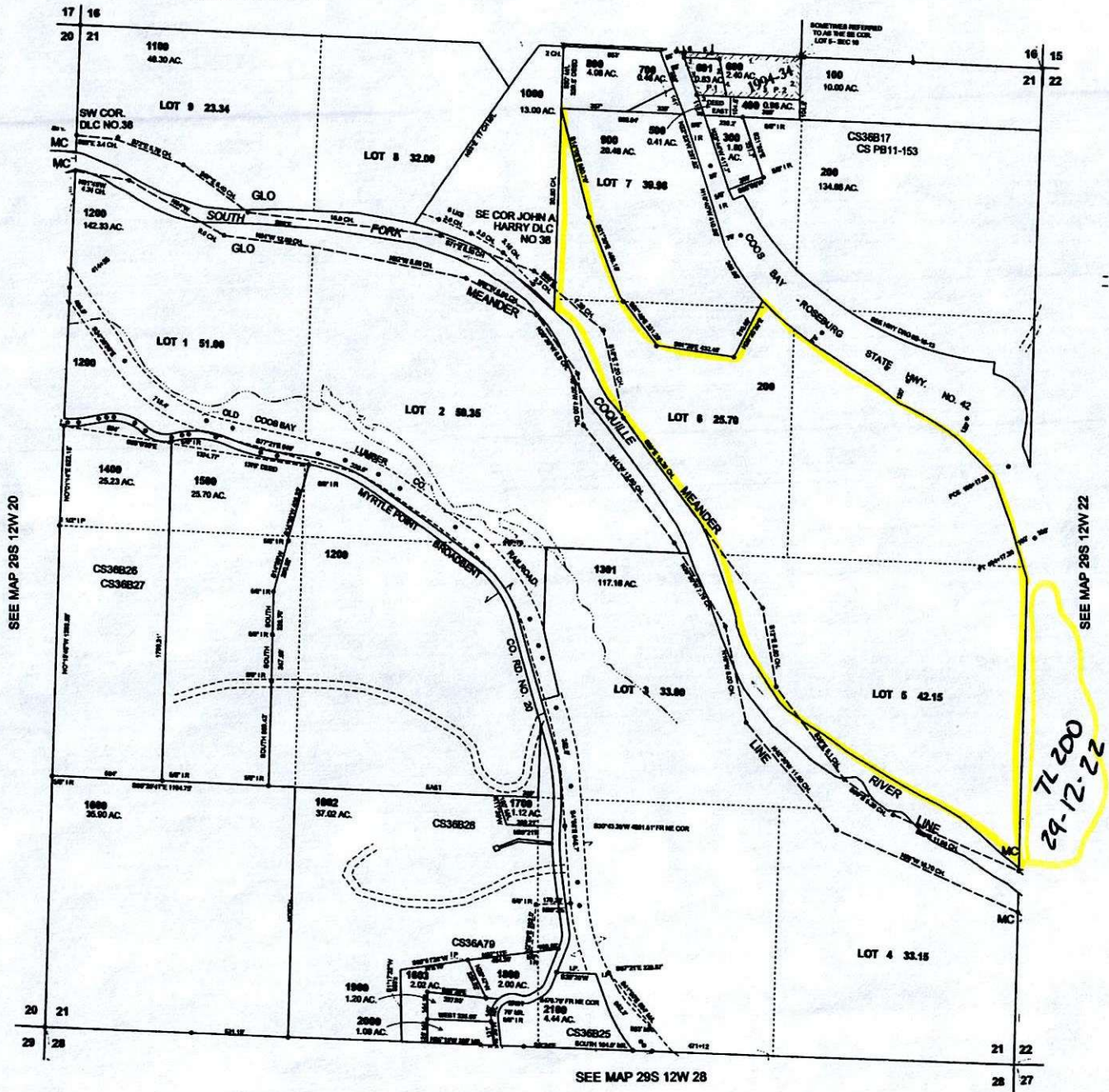
1" = 400'

SEE MAP 29S 12W 16DC

SEE MAP 29S 12W 16DD

CANCELLED NO.

1601
300A1
1300
1101



- PARCEL 600
1. N89°42'37"E 488.57'
 2. N89°42'37"E 225.52'
 3. S89°42'37"E 488.57'
 4. S89°42'37"E 225.52'
 5. N89°42'37"E 225.52'
 6. S21°28'17"E 32.32'

- PARCEL 601
1. N89°42'37"W 225.52'
 2. S89°42'37"E 225.52'
 3. S89°42'37"E 188.82'
 4. S21°28'17"E 218.52'

11-21-2016

29S 12W 21



Coos County Planning Department

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

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

Jill Rolfe Planning Director

CONSENT

On this _____ day of _____, 20 21,

I, Ronald C. Lafranchi and Kelly Lafranchi
(Print Owners Name as on Deed)

as owner/owners of the property described as Township 29, Range 12,

Section 21 & 22, Tax Lot 200, Deed Reference _____

hereby grant permission to Stuntzner Eng. & Forestry ^{Doug} McMahan that a(n)
(Print Name)

Property Line Adjustment application can be submitted to the Coos
(Print Application Type)

County Planning Department.

Owners Signature/s

[Handwritten Signature]

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2021

NOT OFFICIAL VALUE

April 13, 2021 8:00:53 am

Account # 1157100
Map # 29S12210000200
Code - Tax # 4111-1157100

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr See Record

Mailing Name LAFRANCHI, RONALD C. & KELLY

Deed Reference # See Record

Agent

Sales Date/Price See Record

In Care Of

Appraiser JIM HARTER

Mailing Address 580 N CENTRAL BLVD
 COQUILLE, OR 97423-1248

Prop Class 564 **MA** **SA** **NH** **Unit**
RMV Class 500 05 21 RRF 20506-1

Situs Address(s)	Situs City
ID# 1 HWY 42	MYRTLE POINT

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
4111	Land Impr.	69,448 9,040				Land Impr.	0 0
Code Area Total		78,488	6,580	74,308	69,448	67,728	0
Grand Total		78,488	6,580	74,308	69,448	67,728	0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
4111	11	<input type="checkbox"/>		F, EFU	Farm Use Unzoned	100	A	2.80	H7-2	006*	142
4111	21	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	1.20	B3	006*	578
4111	2	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	11.00	H5	006*	2,111
4111	3	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	4.70	H6	006*	531
4111	4	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	13.80	H7	006*	1,186
4111	5	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	6.60	H7-2	006*	336
4111	6	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	0.10	K1	006*	105
4111	31	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	3.80	K2	006*	3,651
4111	7	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	45.20	K2	006*	43,437
4111	8	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	14.60	K3	006*	11,533
4111	9	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	4.60	K4	006*	3,012
4111	10	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	10.16	U8	006*	213
4111	1	<input type="checkbox"/>		F, EFU	Small Tract Forest land	100	A	16.30	STF-C	006*	2,613
Grand Total								134.86			69,448

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%				
4111	1	0	316	FEEDER BARN	100		1,400		9,040
Grand Total								1,400	9,040

Code Area	Type	Exemptions/Special Assessments/Potential Liability				
NOTATION(S):						
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FARM/FORST						
4111						
FIRE PATROL:						
■ FIRE PATROL GRAZING	Amount	167.07	Acres	130.55	Year	2021
■ FIRE PATROL SURCHARGE	Amount	47.50			Year	2021
■ FIRE PATROL TIMBER	Amount	5.57	Acres	3.31	Year	2021



300 W Anderson
(541)269-5127

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

To ("Customer"): Stuntzner Engineering and Forestry, LLC
PO Box 118
Coos Bay, OR 97420

Customer Ref.: _____
Order No.: 360621035501
Effective Date: April 23, 2021 at 08:00 AM
Charge: \$300.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Ronald C. LaFranchi and Kelly LaFranchi, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

Vacant Land, Coos Bay, OR 97420

(b) Legal Description:

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

Part Two - Encumbrances

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. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets, alleys and/or highways.
2. The Land has been classified as Farm and Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Account No.: 1157100 and 1158200

3. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of South Fork of the Coquille River.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of South Fork of the Coquille River.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of South Fork of the Coquille River.

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

Granted to: The Pacific Telephone and Telegraph Company
Recording Date: April 7, 1924
Book 92, Page 612, Deed Records of Coos County, Oregon.

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

Granted to: Mountain States Power Company
Recording Date: May 11, 1945
Book 155, Page 639, Deed Records of Coos County, Oregon.

6. Water Easement and Right of Way to Agnes Stover, her heirs and assigns for domestic use of a well existing on the Southeasterly portion of the NE 1/4 of the SE 1/4 of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, as set forth in instrument recorded August 24, 1960 in Book 230, Page 15, Deed Records of Coos County, Oregon.

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

Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: October 21, 1949
Book 193, Page 734, Deed Records of Coos County, Oregon.

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

Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: March 13, 1962
Recording No.: Book 291, Page 464, Deed Records of Coos County, Oregon.

9. Limitations of Access, Egress and Ingress, including the terms and provisions thereof, as set forth in Final Judgment filed under Circuit Court Case No. 22829, Records of Coos County, Oregon.

10. Agreement Easement, including the terms and provisions thereof,

Between: Tom D. Guerin and Frank F. Furman and Marian Furman, husband and wife
Recording Date: August 29, 1988
Recording No.: 88-08-1827, Records of Coos County, Oregon.

11. Memorandum of Right of First Refusal, including the terms and provisions thereof, as set forth in instrument between OREGON PACIFIC BANKING COMPANY, TRUSTEE OF THE THOMAS D. GUERIN TRUST AND/OR ARLENE GUERIN and RONALD C. LaFRANCHI AND KELLY LaFRANCHI, AS TENANTS BY THE ENTIRETY, recorded August 24, 2009, bearing Inst. #2009-8658, Records of Coos County, Oregon.

12. A financing statement as follows:

Debtor: Ronald C. LaFranchi and Kelly LaFranchi
Secured Party: Umpqua Bank
Recording Date: May 24, 2011
Recording No: 2011-3958

A change to the above financing statement was filed

Nature of Change: Amendment
Recording Date: September 3, 2014
Recording No: 2014-06978

A change to the above financing statement was filed

Nature of Change: Amendment
Recording Date: September 4, 2014
Recording No: 2014-07014

Notice of Continuation of said Financing Statement

Recording Date: May 13, 2016
Recording No.: 2016-03753

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

Amount: \$2,000,000.00
Dated: August 27, 2014
Trustor/Grantor: Ronald C. LaFranchi and Kelly LaFranchi, as tenants by the entirety
Trustee: Ticor Title Company

Beneficiary: Umpqua Bank
Recording Date: September 23, 2013
Recording No.: 2013-9376

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.

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Grantor and Lender
Recording Date: August 29, 2014
Recording No: 2014-06830

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Grantor and Lender
Recording Date: February 27, 2019
Recording No: 2019-01581

14. Assignment of Rents and Leases

Recording Date: September 23, 2013
Recording No: 2013-9377

15. A financing statement as follows:

Debtor: Kelly LaFranchi and Ronald C. LaFranchi
Secured Party: Umpqua Bank
Recording Date: February 27, 2019
Recording No: 2019-01582

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned by an instrument,

Entitled: Agreement
Court: Circuit
Cause No.: 10CV0837
In favor of: Gary J. Barone and Dalinda L. Barone
Recording Date: December 18, 2019
Recording No: 2019-11470

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

Fiscal Year: 2020-2021
Amount: \$853.33
Levy Code: 4111
Account No.: 1157100
Map No.: 29-12-21 TL200

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.

Ticor Title Company of Oregon
Order No. 360621035501

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

Fiscal Year: 2020-2021
Amount: \$1,581.58
Levy Code: 4111
Account No.: 1158200
Map No.: 29-12-22 TL200

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.

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

The W 1/2 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 22, Township 29 South Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

The E 1/2 of the NE 1/4; Government Lots 5, 6 and 7 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: The N 1/2 of the N1/2 of the N 1/2 of the NE1/4 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at an iron rod post which is 643.1 feet East and 355.0 feet South 21° 52' East from the Northwest corner of said NW 1/4 of the NE 1/4; thence East 230.2 feet to an iron rod post; thence South 21° 52' East 331.7 feet to an iron rod post; thence South 68° 08' West 200.0 feet to an iron rod post; thence along the East boundary of the State Highway No. 42 on a curve the long chord of which bears North 23° 44' West 417.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.78 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

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.

Ticor Title Company of Oregon
Order No. 360621035501

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:

Frederick J. Carleton
Attorney
P.O. Box 38
Bandon, OR 974117204

36060900753

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

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING ADDRESS:

Ronald C. LaFranchi and Kelly LaFranchi

580 N. Central St.

Coquille, OR 97423

**STATUTORY BARGAIN AND SALE DEED
(ORS 93.860)**

Oregon Pacific Banking Co., Successor Trustee of the Thomas D. Guerin Revocable Living Trust, as to an undivided 50% interest and Arlene R. Guerin, Trustee of the Arlene R. Guerin Revocable Living Trust, as to an undivided 50% interest, as tenants in common, as to Parcel A; and Oregon Pacific Banking Co., Successor Trustee of the Thomas D. Guerin Revocable Living Trust, as to Parcel B, ("Grantors"), convey to Ronald C. LaFranchi and Kelly LaFranchi, as tenants by the entirety ("Grantees"), the real property in Coos County, Oregon, described on the attached Exhibit 1, which description by this reference is hereby incorporated herein as if set forth in full, "AS IS" as provided in that certain Sale Agreement and Receipt For Earnest money by and Between Oregon Pacific Banking Company, Trustee Thomas D. Guerin Trust/Arlene Guerin and Ron La Franchi, and free of monetary encumbrances, but subject to easements and other encumbrances of record and those on the attached Exhibit 2, which exceptions by this references are incorporated herein as if set forth in full.

The true and actual consideration for this conveyance is \$3,200,000.00 which is the whole consideration.

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. 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.

DATED this 21ST day of August, 2009.

GRANTORS:

Oregon Pacific Banking Co.,
Successor Trustee of the
Thomas D. Guerin Revocable Living Trust

By: [Signature]
Title: Trust Officer

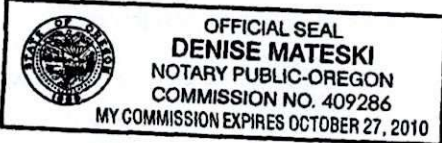
[Signature]
Arlene R. Guerin, Trustee of the
Arlene R. Guerin Revocable Living Trust

STATE OF OREGON)
COUNTY OF COOS) ss

This instrument was acknowledged before me on this 21ST day of August, 2009 by
Lisa Tine as ATTO Trust Officer of Oregon Pacific
Banking Co., Successor Trustee of the Thomas D. Guerin Revocable Living Trust.

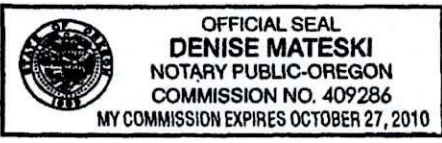
[Signature]
Notary Public for Oregon
My Commission Expires: 10-27-10

STATE OF OREGON)
COUNTY OF COOS) ss



This instrument was acknowledged before me on this 21ST day of August, 2009 by
Arlene R. Guerin, Trustee of the Arlene R. Guerin Revocable Living Trust.

[Signature]
Notary Public for Oregon
My Commission Expires: 10-27-10



\\Netapp01\pro\law_docs\27347\27347.001\348618.doc

Exhibit 1

Parcel A

Parcel B: A parcel of land situated in Government Lot 3 and the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point which is 237.9 feet North and 681.7 feet East of the Southwest corner of said Government Lot 3; thence South 00° 15' West and 12.9 feet passing through a ¾ inch pipe post and continue the same course a total distance of 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence North 00° 15' East and at 128.0 feet passing through a ¾ inch pipe post and continue the same course a total distance of 146.3 feet; thence along the center of the County Road North 46° 01' West 241.0 feet; thence along said center North 56° 46' West 133.3 feet; thence along said center South 89° 31' West 51.9 feet to the point of beginning.

Parcel C: The E ½ of the E ½ of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying between the North boundary of the above described parcel and the South boundary of the County Road.

Remainder of page intentionally left blank.

(Exhibit 1 Continued)

Parcel A Continued

SAVING AND EXCEPTING THEREFROM: That certain parcel of land conveyed by Wesley Guy and Laura Lee Guy to Cecil Ligons and Phyllis Ligons, husband and wife, by Deed recorded April 3, 1953 in Book 226, Page 50, Deed Records of Coos County, Oregon.

Parcel D: Beginning at a point on the South boundary of the County Road in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, which point is North of the Northwest corner of the E ½ of the E ½ of the SE ¼ of the NW ¼ of said Section 15 and which point is the Northwest corner of a parcel of land conveyed by A. T. Train and Iva Train, husband and wife, to Wesley Guy and Laura Lee Guy, husband and wife, by Deed recorded July 14, 1951 in Book 210, Page 680, Deed Records of Coos County, Oregon; thence South along the West line of said parcel of land 115 feet; thence East 172 feet; thence North 102 feet, more or less, to the South boundary of the County Road; thence in a Westerly direction along the South boundary of the County Road to the point of beginning.

Parcel E: A parcel of land situated in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a ¾ inch pipe post which is 271.3 feet North 00° 15' East from the Southwest corner of said Government Lot 3; thence North 00° 15' East 160.9 feet along the West boundary of said Government Lot 3 to a ¾ inch pipe; thence South 71° 07' East 179.6 feet to a 1 inch pipe post; thence South 01° 12' East 103.5 feet to a ¾ inch pipe post; thence North 89° 45' West 172.9 feet to the point of beginning.

Beginning at a ¾ inch pipe post which is 53.30 feet North 00° 15' East from the Southwest corner of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 00° 15' East 220.00 feet to a ¾ inch pipe post; thence South 89° 45' East 172.80 feet to a ¾ inch pipe post; thence South 34° 58' East 47.50 feet to a ¾ inch pipe post; thence South 00° 15' West 181.00 feet to a 1 ½ inch pipe post; thence North 89° 45' West 200.00 feet to the point of beginning.

Parcel F: Beginning at the Southeast corner of the NW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 795 feet along the South boundary of the NW ¼ of the NW ¼ of said Section 15; thence Northerly 270 feet, more or less, to the Southwest corner of a parcel conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 203, Deed Records of Coos County, Oregon; thence North 68° 51' East 170 feet; thence North 21° 09' West 160.3 feet; thence North 72° 11' East 29 feet; thence Northerly 57 feet along the East boundary of a parcel of land conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 480, Deed Records of Coos County, Oregon; thence Easterly along the South boundary of the County Road to the East boundary of the NW ¼ of the NW ¼ of said Section 15; thence South 595 feet to the point of beginning.

Parcel G: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 15' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 653.6 feet to an iron rod post; thence along the East boundary of the West 5/6 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.6 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

Parcel H: A parcel of land situated in Government Lot 3; the SE ¼ of the NW ¼ and the SW ¼ of the NW ¼ of

(Exhibit 1 Continued)

Parcel A Continued

Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Government Lot 3; thence North 00° 15' East 51.3 feet to a ¾ inch pipe post; thence South 89° 45' East 200 feet to a 1 ¼ inch pipe post; thence North 00° 15' East 181 feet; thence North 34° 58' West 47.5 feet to a ¾ inch pipe post; thence North 01° 12' West 103.5 feet to a 1 inch pipe post; thence South 80° 59' East 95.3 feet; thence South 69° 03' East 340.9 feet; thence North 89° 31' East 97.5 feet; thence South 00° 15' West 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence South 00° 15' West 1192.0 feet to the East and West quarter Section line; thence North 88° 50' West 1021.4 feet to the Southwest corner of the SE ¼ of the NW ¼ of said Section 15; thence North 00° 15' East 1320 feet to the point of beginning.

The East 1/6 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel K: A parcel of land situated in the SW ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SW ¼ of the NE ¼; thence South 02° 46' East 562.4 feet; thence along the North boundary of a road on the following courses: South 66° 59' West 90.0 feet; North 89° 10' West 125.0 feet; South 78° 37' West 220.0 feet; South 51° 37' West 108.9 feet; thence North 01° 06' West 700.0 feet to a pipe post; thence North 89° 16' East 495.24 feet to the point of beginning.

The following portion of Lot 1, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 462.32 feet; thence South 72° 52' West 186.8 feet; thence North 02° 46' West 515.1 feet to the point of beginning.

The following portion of Lot 2, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 2; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 107.3 feet; thence South 72° 52' West 75.0 feet; thence North 02° 46' West 449.1 feet to the point of beginning.

The following portion of Lot 3, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 3; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 180.0 feet; thence North 02° 46' West 427.4 feet to the point of beginning.

Together with any vacated streets or portions thereof which would inure to the above by reason of the vacation thereof.

A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land 10.00 feet in width lying and adjacent to the Southerly boundary of that certain parcel as described in Book 207, Page 694, Deed Records of Coos County, Oregon, being the Southerly 10.00 feet of the said parcel.

SAVING AND EXCEPTING THEREFROM: Beginning at the NE 1/16th corner of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being a ¾ inch iron pipe

(Exhibit 1 Continued)

Parcel A Continued

level with the ground and located along side a 4 feet by 4 feet concrete structure; thence South 88° 04' 03" East along the 1/16th line running through the center of the NE ¼ of said Section 16 a distance of 325.25 feet to a 5/8 inch iron rod, said iron rod being the true point of beginning; thence South 03° 04' 03" West 94.13 feet to a 5/8 inch iron rod; thence South 76° 57' 37" East 234.56 feet to a 5/8 inch iron rod; thence South 62° 00' 24" East 101.58 feet to a 5/8 inch iron rod; thence North 60° 17' 39" East 114.79 feet to a 5/8 inch iron rod; thence North 69° 43' 32" East 146.98 feet to a 5/8 inch iron rod; thence North 89° 06' 28" East 200.13 feet to a 5/8 inch iron rod; thence North 86° 38' 09" East 96.46 feet to a 5/8 inch iron rod; thence North 27° 53' 11" East 54.7 feet, more or less, to the 1/16th line running through the center of the said NE ¼ of Section 16; thence Westery along said 1/16th line 848 feet, more or less, to the true point of beginning.

Remainder of page intentionally blank.

Exhibit 1

Parcel B

Parcel A: The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; the W $\frac{5}{6}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence along the West boundary of said Section 15 South $01^{\circ} 44'$ East 220.0 feet to a pipe post; thence North $88^{\circ} 28'$ West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South $02^{\circ} 15'$ East 210.9 feet to a pipe post; thence North $79^{\circ} 44'$ East 529.1 feet to an iron rod post; thence North $81^{\circ} 42'$ East 646.4 feet to an iron rod post; thence South $72^{\circ} 49'$ East 653.6 feet to an iron rod post; thence along the East boundary of the West $\frac{5}{6}$ of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 North $01^{\circ} 10'$ West 375.6 feet; thence along the North boundary of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ North $87^{\circ} 49'$ West 1108.2 feet to the point of beginning.

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning 17 feet West of the Northeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence East 17 feet; thence South along the Section line 17 feet; thence in a Northwesterly direction 24 feet, more or less, to the point of beginning.

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 29 South Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

The E $\frac{1}{2}$ of the NE $\frac{1}{4}$; Government Lots 5, 6 and 7 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Remainder of page intentionally blank.

Exhibit 1 Continued

Parcel B Continued

SAVING AND EXCEPTING THEREFROM: The N ½ of the N ½ of the N ½ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the NW ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at an iron rod post which is 643.1 feet East and 355.0 feet South 21° 52' East from the Northwest corner of said NW ¼ of the NE ¼; thence East 230.2 feet to an iron rod post; thence South 21° 52' East 331.7 feet to an iron rod post; thence South 68° 08' West 200.0 feet to an iron rod post; thence along the East boundary of the State Highway No. 42 on a curve the long chord of which bears North 23° 44' West 417.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.78 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

Parcel B: The N ½ of the N ½ of the NE ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel C: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.78 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

Parcel D: The NW ¼ of the SW ¼ and the S ½ of the SW ¼ of Section 14, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel E: The NW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The NE ¼; the NE ¼ of the SE ¼ and the E ½ of the NW ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The SE ¼; the E ½ of the SW ¼; the NW ¼ of the SW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the NW ¼ of the NE ¼ of Section 27, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Middle Fork of the Coquille River.

That portion of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette

COOS COUNTY CLERK, OREGON TOTAL \$76.00
TERRI L. TURI, CCC, COUNTY CLERK

08/24/2009 #2009-8655
03:07PM 8 OF 11

Exhibit 1 Continued

Parcel B Continued

Meridian, Coos County, Oregon, lying North of the Coquille-Roseburg Highway.

The NW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the SE ¼ of the SE ¼ and that portion of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille River.

SAVING AND EXCEPTING THEREFROM: That parcel of land heretofore deeded to James W. Carlisle by Deed recorded in Book 82, Page 527, Deed Records of Coos County, Oregon, described as follows: 15 acres lying in the Eastern part of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point where the Section line between Sections 23 and 26 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the Eastern boundary of the County Road, being the road generally known as the Myrtle Point-Roseburg County Road near Sugarloaf and the particular thereof known as the Pickthorn-Breuer Change, where the same was located during December 16, 1916 by the official road survey records of Coos County, Oregon; thence along the boundary of said road right of way Northerly to the point where said boundary line intersects the thread of that small stream commonly known as Mill Creek, stopping however short of said point, at a point on said road boundary line which is 10 feet away from the thread of said stream and at right angles thereto; thence Northerly and parallel with the thread of said stream and at a distance of 10 feet Easterly from the thread thereof to the North line of that 40 acre tract described as the SW ¼ of the SW ¼ of said Section 23; thence East along said North line of said 40 acre tract to the Northeast corner thereof; thence South along the East boundary of said 40 one fourth of a mile, more or less, to the Southeast corner of said 40; thence West along the South boundary of said tract to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a 1 Inch Iron pipe driven in the ground at a point where the Section line between Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the South boundary line of the right of way of the Coos Bay-Roseburg Highway; thence Southwesterly along said boundary line of said highway 356 feet to a 1 inch iron pipe driven in the ground on said side of said right of way of said highway; thence South to the center of the Middle Fork of the Coquille River; thence up the center of said stream in a Southeasterly direction crossing said North and South Section line between said Sections 22 and 23 to the East and West Section line between Sections 23 and 26 of said Township and Range; thence East on said Section line between Sections 23 and 26 to the Southwesterly side of said right of way of the Coos Bay-Roseburg Highway; thence along the Southwesterly boundary line of said right of way to the point of beginning, said property being located in Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying with the County Road and the State Highway right of way.

SAVING AND EXCEPTING THEREFROM: Beginning at the quarter Section corner at the Southwest corner of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North on the quarter Section line 1060 feet; thence East 126 feet; thence South 29° 45' East 710 feet to the middle of the County Road; thence South 52° 45' West 260 feet; thence South 35° 40' West 360 feet to the Section line; thence West on the Section line 50 feet to the point of beginning.

Remainder of page intentionally blank.

Exhibit 1 Continued

Parcel B Continued

Saving and excepting therefrom the 86.5 Acre Parcel
as follows:

A parcel of land located in the Southeast quarter of Section 22, and the West half of the Southwest quarter of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at a point on the east boundary of the Northwest quarter of the Southwest quarter of said Section 23, from which the brass cap marking the Center-West sixteenth corner of said Section 23 bears N 0°45'23" W a distance of 410.35 feet; thence N 88°47'21" W a distance of 50.03 feet to a 5/8 inch iron rod; thence continuing N 88°47'21" W a distance of 2019.02 feet to a 5/8 inch iron rod; thence S 49°47'49" W a distance of 782.49 feet to a 5/8 inch iron rod; thence S 4°06'11" W a distance of 767.84 feet to the northerly boundary of Guerin Lane, from which point a 5/8 inch iron rod bears S 4°06'11" W a distance of 3.93 feet; thence southeasterly along said boundary a distance of 1988.57 feet, more or less, to a point 10 feet easterly of Mill Creek measured at a right angle to the creek center line, thence upstream along a line 10 feet easterly of Mill Creek measured at a right angle to its center line to a point on the north boundary of the Southwest quarter of the Southwest quarter of said Section 23, from which point a Witness corner marked by a 5/8 inch iron rod bears N 42°17'30" W a distance of 20.11 feet; thence N 89°23'34" E a distance of 132.72 feet to a 5/8 inch iron rod marking the Southwest sixteen corner of said Section 23; thence N 0°45'23" W a distance of 914.43 feet to the point of beginning. Said parcel contains 86.5 acres, more or less.

Remainder of page intentionally blank.

EXHIBIT 2
EXCEPTIONS

The conveyance is subject to the following:

- A. Any rights of occupancy by current occupant in the "Foreman's House," located on Parcel B, as shown on Exhibit 1, North of Guerin Lane.
- B. "Garrett House," located on Parcel B, as shown on Exhibit 1, with a street address of 14658 Highway 42, Myrtle Point, OR 97458, which is subject to a Residential Rental Agreement with tenant Patricia (Patti) Harte.
- C. Community Water System

\\wetapp01\prolaw_docs\2734727347.001\348733.doc

Page 11 - STATUTORY BARGAIN AND SALE DEED

COOS COUNTY CLERK, OREGON TOTAL \$76.00
TERRI L. TURI, CCC, COUNTY CLERK

08/24/2009 #2009-8655
03:07PM 11 OF 11

the undersigned a Notary Public in and for the said County and State, personally appeared the within named C. H. Britton, who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Recorded April 7, 1924. 11:00 A.M.
I. F. Bunch, County Clerk.

Frank "A" Mevarden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

26917-

March 11, 1924.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to The Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to Roy F. Garrett, and situated in the County of Coos, State of Oregon, and described as follows:

Thru the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Sec. 22 and thru the NE 1/4 of Sec. 21 all in T 29 S R 12 W. WM. The location of said right of way to be as surveyed and staked at this date.

Permission is also granted the said telephone company to cut trees and brush for a distance of 12 1/2' each side of said pole line and remove all tree hazards above the lead. Fruit trees may be pruned in a workman like manner.

The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within 50 feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the telephone Company's lines placed upon said right-of-way at an angle of less than thirty-five (35) degrees.

It is understood that the employees of said Telephone Company, shall, at any time when necessary, have access to said right-of-way and the poles and wires thereon, for purposes of repairs, etc., provided always that said Telephone Company, shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness: J.B. Hersey, Lefe Compton.

Roy F. Garrett

Form Approved
H. D. Pillsbury
V. P. & Gen'l Attorney.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED. That on this 11 day of March, A. D. 1924, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Roy F. Garrett who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Recorded April 7, 1924. 11:00 A.M.
I. F. Bunch, County Clerk.

Frank "A" Mevarden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

the within named Wanneta Watrous who is known to me to be the identical individual who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Recorded May 11, 1945 1:15 p.m.
L. W. Oddy, County Clerk

Ella Johnson
Notary Public for Oregon
My commission expires: 11-19-48
(Notarial seal)

16239- For and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, a right-of-way is hereby granted to Mountain States Power Company, a Delaware corporation, its successors and assigns forever, with the right to erect and maintain irrigation power line with the necessary wires and fixtures thereon, and to keep same free from foliage across that property belonging to Tom Detlefsen and situated in the County of Coos, State of Oregon, and described as follows:

NE 1/4 of NW 1/4 of Sec 30 T-28-S R-12-W

It is understood that the employees of the Mountain States Power Company, its successors and assigns, shall at any time when necessary, have access to said right-of-way and the equipment thereon, for the purpose of repairs, etc., provided always that said Mountain States Power Company, its successors and assigns, shall be held responsible for any damage which may be unnecessarily done to the property above described.

WITNESS our hands and seals this 3rd day of May, 1945.

Done in the presence of: Tom Detlefsen /seal(
E. H. Stewart, F. A. Barton Helen Detlefsen)seal(

STATE OF OREGON
County of Coos :ss BE IT REMEMBERED, That on this 3rd day of May, A.D. 1945, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Tom Detlefsen & Helen Detlefsen who are known to me to be the identical individuals who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Recorded May 11, 1945 1:15 p.m.
L. W. Oddy, County Clerk

F. A. Barton
Notary Public for Oregon
My commission expires June 18, 1945
(Notarial seal)

16240- For and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, a right-of-way is hereby granted to Mountain States Power Company, a Delaware corporation, its successors and assigns forever, with the right to erect and maintain irrigation power line with the necessary wires and fixtures thereon, and to keep same free from foliage across that property belonging to Mrs. Roy Garrett and situated in the County of Coos, State of Oregon, and described as follows:

NE 1/4 of Section 21 T-29-S R-12-W

It is understood that the employees of the Mountain States Power Company, its successors and assigns, shall at any time when necessary, have access to said right-of-way and the equipment thereon, for the purpose of repairs, etc., provided always that said Mountain States Power Company, its successors and assigns, shall be held responsible for any damage which may be unnecessarily done to the property above described.

D-155

WITNESS my hand and seal this 3rd day of May, 1945.

Done in the presence of:
R. S. Stewart

Rose Garrett
Mrs. Roy Garrett

STATE OF OREGON
County of Coos :ss BE IT REMEMBERED, That on this 3rd day of May, A.D. 1945, before me, the undersigned, a Notary Public, in and for the said County and State, personally appeared the within named Rose Garrett, otherwise known as Mrs. Roy Garrett who is known to me to be the identical individual who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily:

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Recorded May 11, 1945 1:15 p.m.
L. W. Oddy, County Clerk

Wallace B. Dement
Notary Public for Oregon
My commission expires: 8/27/47
(Notarial seal)

16241- For and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, a right-of-way is hereby granted to Mountain States Power Company, a Delaware corporation, its successors and assigns forever, with the right to erect and maintain irrigation Pole Line with the necessary wires and fixtures thereon, and to keep same free from foliage across that property belonging to _____ and situated in the County of Coos, State of Oregon, and described as follows: NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec 10 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of sec 11 both in T-29-S R-12-W

It is understood that the employees of the Mountain States Power Company, its successors and assigns, shall at any time when necessary, have access to said right-of-way and the equipment thereon, for the purpose of repairs, etc., provided always that said Mountain States Power Company, its successors and assigns, shall be held responsible for any damage which may be unnecessarily done to the property above described.

WITNESS my hand and seal this 10th day of May, 1945.

Done in the presence of:
E. C. Roberts

Sylvia Mullin
by E. L. Culbertson

STATE OF OREGON
County of _____ :ss BE IT REMEMBERED, That on this 10th day of May, A.D. 1945, before me, the undersigned, a Notary Public, in and for the said County and State, personally appeared the within named E. L. Culbertson who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Recorded May 11, 1945 1:15 p.m.
L. W. Oddy, County Clerk

E. C. Roberts
Notary Public for Oregon
My commission expires: June 7, 1948
(Notarial seal)

80473

WATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That I ROSE GARRETT, of the County of Coos and State of Oregon, do hereby grant, bargain, sell and convey unto AGNES STONE, her heirs and assigns the perpetual right and privilege of taking water for domestic use from that well on the premises of grantor as it now exists, which well is located in the southeasterly portion of the following described real property, to-wit: In the County of Coos and State of Oregon, bounded and described as follows, to wit:

The Northeast one-quarter (N.E. $\frac{1}{4}$) of the Southeast one-quarter (S.E. $\frac{1}{4}$) of Section Sixteen (16) in Township Twenty-nine (29) South, Range Twelve (12) West of the Willamette Meridian.

And the right of conveying water from said well over the grantor's premises (said domestic use is limited to the residence now on grantee's premises) to the premises of the grantee, by pipe and assigns, in a pipe. Also the right to enter upon said land for the purpose maintaining said well and pipeline or other means of conveyance; said pipe or pipeline shall be under the ground and of such depth so as to not interfere with the cultivation of grantor's premises.

WITNES MY hand and seal this 1st day of October, 1953.

Rose Garrett

County of Coos)
) ss.

BE IT REMEMBERED, That on this 1st day of October, 1953, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROSE GARRETT known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

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

Maurice V. Engelman
 Notary Public for Oregon
 My Commission Expires: 8/29/56

Recorded— Oct 2, 1953 at 3:15 p.m.
 Georgianna Vaughan, County Clerk

WARRANTY DEED

THIS INDENTURE WITNESSETH, That we, Rose Garrett, a widow, and Margaret G. Coakley, also known as Margaret Garrett, and Ralph M. Coakley, her husband, grantors, for the consideration of the sum of ONE THOUSAND NINE HUNDRED EIGHTY AND NO/100 (\$1,980.00) DOLLARS, to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the Northeast quarter ($NE\frac{1}{4}$) of Section 21, Township 29 South, Range 12 West, W.M., Coos County, Oregon, and being a portion of the following described property: That tract of land which was conveyed by that certain deed to Roy F. Garrett, recorded in Book 88, Page 390 of Coos County Record of Deeds. The said parcel being all that portion of the foregoing described property included in a strip of land of variable width, lying on each side of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated over and across or adjacent to the said property; the said strip of land lying between lines at right angles to said center line at Stations 43+50.52 to 66+77 which portion of center line is described as follows:

Beginning at a point which is Engineer's center line Station 43+50.52 opposite and at right angles from which point is the Westerly end of the said strip of land; said point being 329 feet South and 701 feet East of the quarter section corner common to Sections 16 and 21, Township 29 South, Range 12 West, W.M.; thence on a spiral curve left (the long chord of which bears South 25° 09' East, 499.49 feet) a distance of 500 feet; thence on a 1637.02 foot radius curve left (the long chord of which bears South 43° 11' 30" East, 692.35 feet) a distance of 697.62 feet; thence on a spiral curve left (the long chord of which bears South 61° 14' East, 499.49 feet) a distance of 500 feet; thence South 64° 09' East, a distance of 48.88 feet; thence on a 945.93 foot radius curve left (the long chord of which bears South 72° 40' East, 282.84 feet) a distance of 283.89 feet; thence South 81° 11' East, a distance of 296.09 feet to Engineer's Station 66+77 opposite which Station lies the Easterly line of said strip of land.

The widths (in feet) of the strip of land above referred to are as follows:

Station to	Station	Total Width	Width on Northerly Side of Center Line	Width on Southerly Side of Center Line
43+50.52	48+50.5	Variable	50 feet	Variable along present Southerly right of way Line.
48+50.5	66+77	Variable	100 feet	"

The parcel of land to which this description applies contains 6.80 acres, of which 2.72 acres lie within the existing right of way, title to which hereby is acknowledged to be in the public, and 4.08 acres lie outside of the existing right of way.

As an essential part of this transaction, we, the undersigned, as the owners in fee simple of the tract of land abutting on the Coos Bay-Roseburg Highway, as described in that certain deed wherein Roy F. Garrett was grantee, recorded in Volume 88, Deed Records of Coos County, Oregon, at Page 390, of which the real property covered by this deed is a part, do, for ourselves, our heirs and assigns,

sell, transfer, convey and relinquish to the State of Oregon, by and through its State Highway Commission, its successors and assigns, forever, all easement of access and all rights of ingress, egress and regress to, from and between the real property described in said recorded deed and the real property above described, including the highway to be constructed thereon.

EXCEPT, there is reserved the right to establish, maintain and use a crossing for farm purposes only of a width not to exceed 25 feet at Highway Engineer's Station 60+15; provided, however, that upon the alienation of either of the portions of the property severed by the present grant, this right of crossing shall cease.

EXCEPT, there is also reserved the right of access from said abutting land to said highway of a width not to exceed 25 feet on the South side thereof at Highway Engineer's Station 58+32; said access to be for ordinary travel to and from the abutting land only and shall not be used in connection with any commercial institution or activity established or conducted on the adjoining property, which, in any manner, caters to, invites, solicits from or is dependent upon the users of said highway.

Grantee, State of Oregon, shall have the right at its option to build at any future time at its sole cost, an outer highway or service road within the right of way. Upon construction of such outer highway, all right of access to and from the highway shall cease, but grantors, their heirs and assigns, shall have access to the outer highway. Said outer highway shall be connected to the highway only at such point or points as the State of Oregon may designate.

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of Sept, 1949.

Witnesses:

W. L. Roberts

Dorothy Ellis

J. Rose & Barrett (SEAL)

Margaret B. Palmer (SEAL)

Walter W. Palmer (SEAL)

APPROVED AS TO FORM

W. L. Roberts

STATE OF OREGON

County of Cross } ss.

On this 22nd day of Sept., 1949, personally came before me, a Notary Public in and for said county and state, the within named Rose Garrett, a widow, to me personally known to be the identical person described in, and who executed, the within instrument, and who personally acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein named.

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



E C Roberts

Notary Public for Oregon

My commission expires: May 18, 1952

STATE OF ~~OREGON~~ WASHINGTON }
County of KITSAP } ss.

On this 27 day of September, 1949, personally came before me, a Notary Public in and for said county and state the within named Margaret A. Coitner, also known as Margaret Garrett, and Ralph M. Coitner, her husband to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

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



Eileen Chubbington
Notary Public for ~~Oregon~~ WASHINGTON

My commission expires: Jan. 30, 1950.

Recorded—
L. W. Oddy, County Clerk



WARRANTY DEED

(Individual)

Know All Men by These Presents, That I, Rose Garrett, a single woman, grantor, for the consideration of the sum of One Thousand Six Hundred Thirty and No/100 (\$1,630.00) DOLLARS to me paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

PARCEL NO. 1

A parcel of land lying in Block 13, Extension of the Border and Bender Addition to Myrtle Point, Coos County, Oregon; the said parcel being described as follows:

Beginning on the Westerly line of said Block 13 at a point 90 feet Southerly (when measured along said Westerly line) of the Northwest corner of said Block 13; thence Southeasterly in a straight line to the Northwest corner of Lot 5 of said Block 13; thence Southeasterly in a straight line to the Easterly line of said Block 13 at a point 180 feet Southerly (when measured along said Easterly line) of the Northeast corner of said Block 13; thence Southerly along said Easterly line to the Southeast corner of said Block 13; thence Westerly along the Southerly line of said Block 13 to the Southwest corner of said Block 13; thence Northerly along the Westerly line of said Block 13 to the point of beginning.

EXCEPT therefrom that property described in that deed to the City of Myrtle Point, recorded in Book 108, Page 156 of Coos County Deed Records.

The parcel of land to which this description applies contains 4,100 square feet, more or less, outside of the existing right of way.

PARCEL NO. 2

A parcel of land lying in Lot 7 of Section 21, Township 29 South, Range 12 West, W. M., Coos County, Oregon; the said parcel being described as follows:

Beginning on the Southwesterly right of way line of the existing Coos Bay-Roseburg Highway at the Southeast corner of that property described in that deed to Erma May Briggs, recorded in Book 160, Page 546 of Coos County Deed Records, said corner being approximately 353 feet Southeasterly (when measured along said right of way line) from the North line of said Lot 7; thence Southeasterly along said right of way line to a point opposite Station 76+24.65 on the center line of the relocated Coos Bay-Roseburg Highway; thence Southeasterly in a straight line to a point opposite and 75 feet Southwesterly of Station 80+24.65 on said center line; thence Northwesterly in a straight line to a point opposite and 50 feet Southwesterly of Station 76+24.65 on said center line; thence Northwesterly parallel to and 50 feet Southwesterly of said center line to the Southerly line of said Briggs property; thence Easterly along said Southerly line to the place of beginning.

The center line herein referred to being described as follows:

Beginning at Engineer's center line Station 65+00, said Station being 421.15 feet North and 433.33 feet East of the North quarter corner of said Section 21; thence South 19° 00' 30" East, 1124.65 feet; thence on a spiral curve left (the long chord of which bears South 21° 40' 30" East) 400 feet to Engineer's center line Station 80+24.65.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 0.15 acre.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common, law or statutory abutter's easements of access between the parcels herein described and all of the Grantor's remaining real property.

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

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

And I the said grantor do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that I am the owner in fee simple of said premises; that they are free from all encumbrances

and that I will warrant and defend the same from all lawful claims whatsoever.

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

this 30th day of February, 1962

Done in presence of:

Loise Garrett (SEAL)
(SEAL)

Form E12 2M-10-53
Warranty Deed
(Individual)

FROM
Loise Garrett
TO
STATE OF OREGON
BY AND THROUGH ITS
STATE HIGHWAY COMMISSION

STATE OF OREGON, }
County of } ss.
I certify that the within was received at
10 o'clock a.m. on the day
of March, 1962, and duly recorded
by me in County Records,
Book of Deeds, Volume 211, Page 465.
By Notary Public for Oregon
Deputy

Return to
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon
State Printing 7812

STATE OF OREGON,
County of Coos } ss.

On this 30th day of February, 1962, personally came before me,
a Notary Public in and for said county and state, the within named

Loise Garrett, a widow, and her wife,
to me personally known to be the identical person described in, and who executed the within instrument,
and who each personally acknowledged to me that she executed the same freely and voluntarily for the uses
and purposes therein named.

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

Notary Public for Oregon

My commission expires May 31, 1963

AGREEMENT FOR EASEMENT

88 8 1827



THIS AGREEMENT, Made and entered into this 15th day of August, 1988,
by and between Tom D. Guerin
hereinafter called the first party, and Frank E. Furman and Maxian Furman, Willard W. Johnson
and Doris I. Johnson, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in
County, State of Oregon, to-wit:

NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 29 South, Range 12,
West of Willamette Meridian, Coos County, Oregon. AKA Tax Lot
900 and Tax Lot 200

1108
State of Oregon
County of Coos

2204
444
88-8-1827

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

Aug 29 3:00 pm 88

By D. Taylor Deputy

#pages 3 Fee \$ 15-2-

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;
NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second
party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

The right of ingress and egress for sole purpose of servicing Spring and
maintaining water lines. Point of Diversion- South 588', East 110' from North
 $\frac{1}{4}$ corner of Sec. 21, Twp 29S, R 12 WWM

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the
right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging
branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of
the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above de-
scribed real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of
third parties arising from second party's use of the rights herein granted. As long as property (adjacent)

The easement described above shall continue for a period of is owned by Willard
W. Johnson or Doris I. Johnson, always subject,
however, to the following specific conditions, restrictions and considerations: 1. Johnson

(11)

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

From Point of Diversion- South 588', East 110' from N 1/4 corner of Sec. 21, Twp. 29 S, R 12 W/M, to property of second party, as shown on attached map.

and second party's right of way shall be parallel with said center line and not more than 1 1/2 feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Tom D. Guerin

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.450)

STATE OF OREGON, } ss.

County of Coos

Aug 15, 1988

Personally appeared the above named

Tom D. Guerin

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

Before me:

Charles Henning

Notary Public for Oregon

My commission expires: 2-14-90

STATE OF OREGON, County of) ss.

19

Personally appeared and

who, being duly sworn,

each for himself and not one for the other, did say that the former is the

president and that the latter is the

secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, } ss. County of

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as document/tee/file/instrument/microfilm No. Record of of said County.

Witness my hand and seal of County affixed.

NAME TITLE

By Deputy

88 8 1829

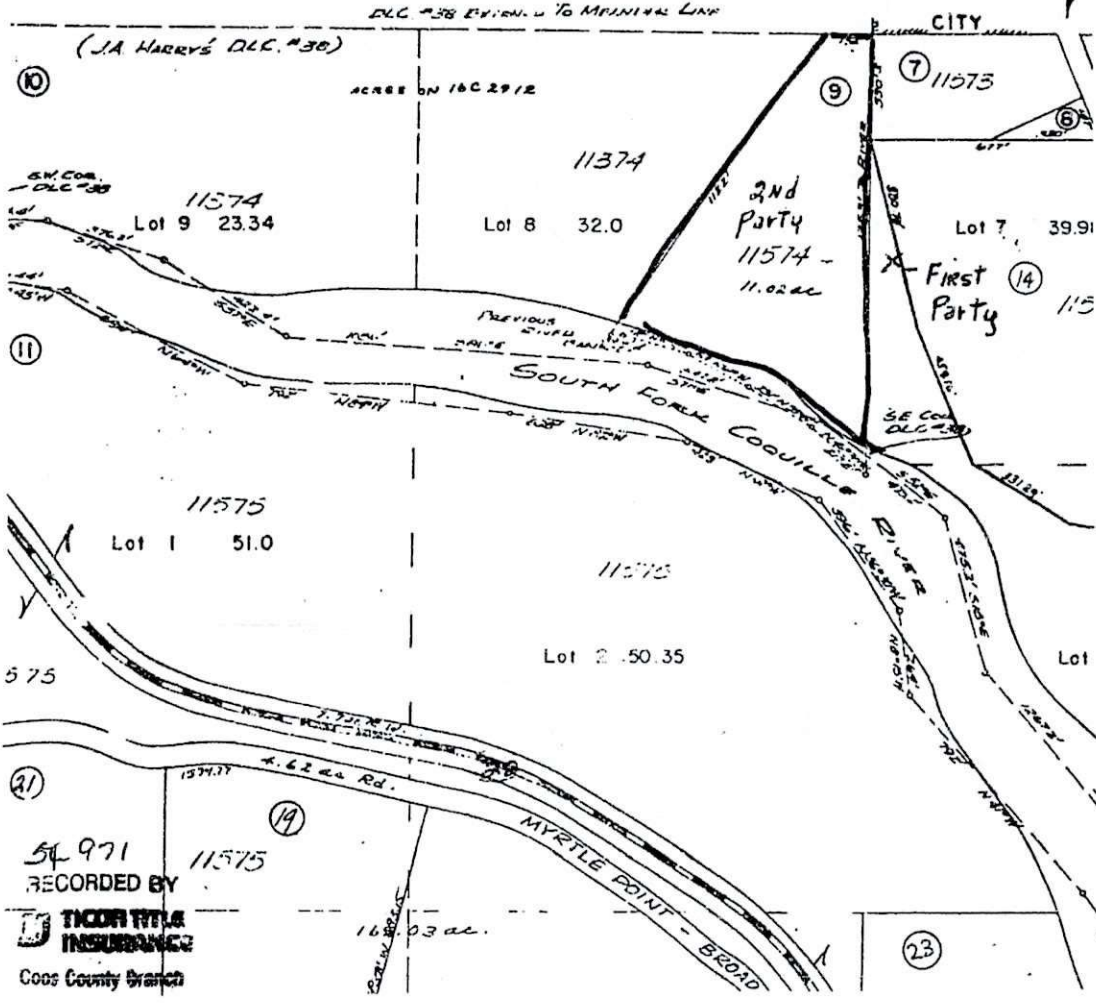
Easement dated August 15, 1988

First Party: Tom D. Guerin

Second Parties: Frank F. Furman, Marian Furman, Willard W. Johnson and Doris I. Johnson

See Map 16C 29 12

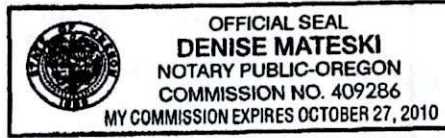
See Map 16 29 12 See



54 971
 RECORDED BY
TICOR TITLE INSURANCE
 Coos County Branch

behalf of OREGON PACIFIC BANKING COMPANY, the corporation therein named, and acknowledged to me that the corporation executed it

Denise Mateski
Notary Public for Oregon

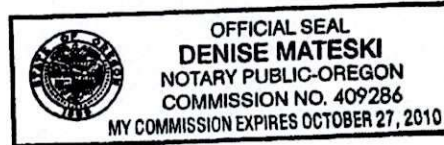


STATE OF OREGON)
) ss
County of Coos)

On this 21st day of August, 2009, before me personally appeared ARLENE GUERIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

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

Denise Mateski
Notary Public for Oregon



STATE OF OREGON)
) ss
County of Coos)

On this _____ day of _____, 2009, before me personally appeared RONALD C. LA FRANCHI and KELLY LA FRANCHI, personally known to me to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

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

Notary Public for Oregon

MEMORANDUM OF RIGHT OF FIRST REFUSAL

DATED: August 21, 2009

OWNERS: OREGON PACIFIC BANKING COMPANY, TRUSTEE OF THE
THOMAS D. GUERIN TRUST and/or
ARLENE GUERIN

GRANTEES: RONALD C. LA FRANCHI and KELLY LA FRANCHI, tenants by the
entirety

Pursuant to a Right of First Refusal dated August 21, 2009, Owners gave to
Grantees a Right of First Refusal on the following described real property located in Coos
County, Oregon.

DESCRIPTION OF REALTY:

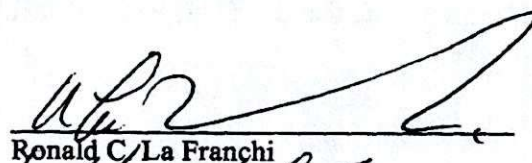
ATTACHED EXHIBITS "A" & "B"

The true and actual consideration for this conveyance stated in dollars is the sum
of \$200,000.00.

**THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE
PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO
LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT
AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS
AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES.
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING
FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS
197.352. 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, THE
EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF
NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352**

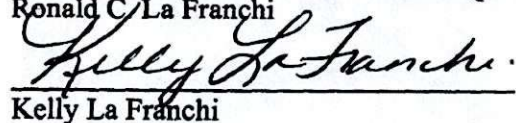
Oregon Pacific Banking Company

By: _____



Ronald C. La Franchi

Arlene Guerin



Kelly La Franchi

STATE OF OREGON)
)ss
County of Coos)

On this ___ day of August, 2009, before me personally appeared _____,
personally known to me (or proved to me on the oath of _____ who is personally
known to me) to be the person who executed the within instrument as _____ on

MEMORANDUM OF RIGHT OF FIRST REFUSAL

COOS COUNTY CLERK, OREGON TOTAL \$51.00
TERRI L. TURI, CCC, COUNTY CLERK

08/24/2009 #2009-8658
03:07PM 3 OF 6

behalf of OREGON PACIFIC BANKING COMPANY, the corporation therein named, and acknowledged to me that the corporation executed it.

Notary Public for Oregon

STATE OF OREGON)
) ss
County of Coos)

On this ____ day of _____, 2009, before me personally appeared ARLENE GUERIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

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

Notary Public for Oregon

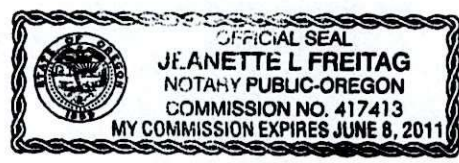
STATE OF OREGON)
) ss
County of Coos)

On this 1st day of August, 2009, before me personally appeared RONALD C. LA FRANCHI and KELLY LA FRANCHI, personally known to me to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

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

Jeanette L. Freitag

Notary Public for Oregon



Description 86.5 Acre Parcel

A parcel of land located in the Southeast quarter of Section 22, and the West half of the Southwest quarter of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at a point on the east boundary of the Northwest quarter of the Southwest quarter of said Section 23, from which the brass cap marking the Center-West sixteenth corner of said Section 23 bears N 0°45'23" W a distance of 410.35 feet; thence N 88°47'21" W a distance of 50.03 feet to a 5/8 inch iron rod; thence continuing N 88°47'21" W a distance of 2019.02 feet to a 5/8 inch iron rod; thence S 49°47'49" W a distance of 782.49 feet to a 5/8 inch iron rod; thence S 4°06'11" W a distance of 767.84 feet to the northerly boundary of Guerin Lane, from which point a 5/8 inch iron rod bears S 4°06'11" W a distance of 3.93 feet; thence southeasterly along said boundary a distance of 1988.57 feet, more or less, to a point 10 feet easterly of Mill Creek measured at a right angle to the creek center line, thence upstream along a line 10 feet easterly of Mill Creek measured at a right angle to its center line to a point on the north boundary of the Southwest quarter of the Southwest quarter of said Section 23, from which point a Witness corner marked by a 5/8 inch iron rod bears N 42°17'30" W a distance of 20.11 feet; thence N 89°23'34" E a distance of 132.72 feet to a 5/8 inch iron rod marking the Southwest sixteen corner of said Section 23; thence N 0°45'23" W a distance of 914.43 feet to the point of beginning. Said parcel contains 86.5 acres, more or less.

EXHIBIT "A"

COOS COUNTY CLERK, OREGON
TERRI L. TURI, CCC, COUNTY CLERK

TOTAL \$51.00

08/24/2009
03:07PM

#2009-8658
5 OF 6

EXHIBIT 1

PARCEL A:

Government Lots 1, 2 and the N ½ of the SW ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land located in Government Lots 1, 2 and the NW ¼ of the SW ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at a point on the South right of way edge of the said County Road at a point on the existing Section line between Sections 20 and 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence following the said South right of way edge of the County Road around eight curves to a point the chord of which bears South 83° 09' 35" East 1374.77 feet from the point of beginning; thence South 14° 38' West 693.15 feet; thence South 1031.71 feet to a point which lies 1.4 feet, more or less, North of the old fence line which marks the ownership boundary between parcels 11575 and 11576; thence North 89° 29' 41" West 1184.75 feet along the said North side of the old fence line to the South 1/16th corner on the said Section line between Sections 20 and 21; thence North 00° 13' 46" West 1333.53 feet along said Section line to the existing 1 ½ inch pipe marking the quarter corner between said Sections 20 and 21; thence continue along the existing Section line North 00° 01' 14" East 522.15 feet to the point of beginning.

A strip of land 100 feet in width, lying 50 feet on each side of the following described center line: Beginning at a point on the West line of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon 1290 feet North of the quarter corner on the West line of said Section 21 at Station 414+35; thence South 34° 36' ½ East 408.9 feet; thence by a 6° curve to the left 712.4 feet; thence South 77° 21' East 640 feet; thence by a 6° curve to the right 339.6 feet; thence South 56° 58' ½ East 533.9 feet; thence by a 6° curve to the right 651.9 feet; thence South 17° 51' ½ East 143.3 feet to Station 448+65 which is 1885 feet North of the quarter corner on the South line of said Section 21.

EXHIBIT "B"

COOS COUNTY CLERK, OREGON
TERRI L. TURI, CCC, COUNTY CLERK

TOTAL \$51.00

08/24/2009 #2009-8658
03:07PM 6 OF 6



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	14413 UMPQUA BANK
CT Lien Solutions	28412284
P.O. Box 29071	OROR
Glendale, CA 91209-9071	FIXTURE
File with: CC OR Coos, OR	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
	LaFranchi		Kelly		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
580 N Central St		Coquille	OR	97423-1248	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
	LaFranchi		Ronald	C.	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
580 N CENTRAL ST		COQUILLE	OR	97423	USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
Umpqua Bank					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
C/O Loan Support Services		Roseburg	OR	97470	USA

4. This FINANCING STATEMENT covers the following collateral:

1. DEFINITIONS. As used in this Collateral description, the following words have the meanings stated below: 1.1 Grantor and Debtor. The word "Grantor" also includes the Debtor named in any related UCC Financing Statement. 1.2 Real Property. The term "Real Property" means the property at 95811 GUERIN LANE, MYRTLE POINT, OR, 97458 more particularly described below, including all of Grantor's rights of ingress and egress to the Real Property: SEE ATTACHED EXHIBIT ONE 1.3 Improvements. The word "Improvements" means all buildings, structures, fixtures and other improvements of every kind and nature now or hereafter located on or about the Real Property. 1.4 Premises. The word "Premises" means the Real Property and the Improvements. 2. PERSONAL PROPERTY. All personal property, except personal property owned by tenants occupying the Improvements, and all fixtures of every kind and nature now owned and/or hereafter acquired and situated upon and/or used in connection with the operation, ownership, use or enjoyment of the Premises including, without limitation, the following: 2.1 All accounts, chattel paper, contracts for sale, deposit accounts, documents, documents of title, contract rights, general intangibles, payment intangibles, letters of credit, goods, instruments and assumed business names of Grantor relating to the Premises; 2.2 All equipment, inventory, furnishings, appliances, machinery, tools, building materials, supplies, maintenance or service equipment and other raw materials or supplies, component parts and work in progress relating to the Premises; 2.3 All warranties, licenses, franchises, plats, as-built plans, approvals, permits, drawings, specifications and construction contracts relating to the Premises or Grantor's business operations on the Premises; 2.4 All commercial tort claims with respect to the Premises and other legal and equitable claims, judgments and awards now or hereafter accruing to the benefit of Grantor and/or the Premises; 2.5 All bonding, construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, reports, studies, agreements; insurance policies and bonds relating to the Premises; 2.6 All deposits, reserves, prepayments, deferred Continued on addendum.

5. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

28412284

68695025

DOC PREP FEE



FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR		
9b. INDIVIDUAL'S LAST NAME LaFranchi	FIRST NAME Kelly	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

28412284-OR-11

14413 UMPQUA BANK

File with: CC OR Coos, OR DOC PREP FEE 68695025

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR					
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral or is filed as a fixture filing.

14. Description of real estate:

Description: SEE ATTACHED EXHIBIT ONE

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

payments, rebates, refunds and returns of money or property paid to or deposited with any governmental body, agency or authority, any public or private utility, district or company, insurance companies, or any other person in connection with the Premises. 3. INCOME FROM OPERATIONS. All leases, rental agreements, income, room rates, revenues, rents, issues, profits, accounts, accounts receivable, security deposits, rent deposits, general intangibles, contract rights or any other revenues related to the Premises or generated from operations conducted on the Premises, whether now or hereafter existing and whether characterized as being derived from real or personal property, including, without limitation, income from inventory sales, tenant or guest occupancy of the Premises, personal services, amenities, concessions, vendors, food and bar services; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction
- Filed in connection with a Public-Finance Transaction



EXHIBIT "ONE"

PARCEL B:

Parcel B: A parcel of land situated in Government Lot 3 and the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point which is 237.9 feet North and 681.7 feet East of the Southwest corner of said Government Lot 3; thence South 00° 15' West and 12.9 feet passing through a ¾ inch pipe post and continue the same course a total distance of 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence North 00° 15' East and at 128.0 feet passing through a ¾ inch pipe post and continue the same course a total distance of 146.3 feet; thence along the center of the County Road North 46° 01' West 241.0 feet; thence along said center North 56° 46' West 133.3 feet; thence along said center South 89° 31' West 51.9 feet to the point of beginning.

Parcel C: The E ½ of the E ½ of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying between the North boundary of the above described parcel and the South boundary of the County Road.

SAVING AND EXCEPTING THEREFROM: That certain parcel of land conveyed by Wesley Guy and Laura Lee Guy to Cecil Ligons and Phyllis Ligons, husband and wife, by Deed recorded April 3, 1953 in Book 226, Page 50, Deed Records of Coos County, Oregon.

Parcel D: Beginning at a point on the South boundary of the County Road in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, which point is North of the Northwest corner of the E ½ of the E ½ of the SE ¼ of the NW ¼ of said Section 15 and which point is the Northwest corner of a parcel of land conveyed by A. T. Train and Iva Train, husband and wife, to Wesley Guy and Laura Lee Guy, husband and wife, by Deed recorded July 14, 1951 in Book 210, Page 680, Deed Records of Coos County, Oregon; thence South along the West line of said parcel of land 115 feet; thence East 172 feet; thence North 102 feet, more or less, to the South boundary of the County Road; thence in a Westerly direction along the South boundary of the County Road to the point of beginning.

Parcel E: A parcel of land situated in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a ¾ inch pipe post which is 271.3 feet North 00° 15' East from the Southwest corner of said Government Lot 3; thence North 00° 15' East 180.9 feet along the West boundary of said Government Lot 3 to a ¾ inch pipe; thence South 71° 07' East 179.6 feet to a 1 inch pipe post; thence South 01° 12' East 103.5 feet to a ¾ inch pipe post; thence North 89° 45' West 172.9 feet to the point of beginning.

Beginning at a ¾ inch pipe post which is 53.30 feet North 00° 15' East from the Southwest corner of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 00° 15' East 220.00 feet to a ¾ inch pipe post; thence South 89° 45' East 172.80 feet to a ¾ inch pipe post; thence South 34° 58' East 47.60 feet to a ¾ inch pipe post; thence South 00° 15' West 181.00 feet to a 1 ½ inch pipe post; thence North 89° 45' West 200.00 feet to the point of beginning.

Parcel F: Beginning at the Southeast corner of the NW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 795 feet along the South boundary of the NW ¼ of the NW ¼ of said Section 15; thence Northerly 270 feet, more or less, to the Southwest corner of a parcel conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 203, Deed Records of Coos County, Oregon; thence North 88° 51' East 170 feet; thence North 21° 09' West 160.3 feet; thence North 72° 11' East 29 feet; thence Northerly 57 feet along the East boundary of a parcel of land conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 480, Deed Records of Coos County, Oregon; thence Easterly along the South boundary of the County Road to the East boundary of the NW ¼ of the NW ¼ of said Section 15; thence South 585 feet to the point of beginning.

Parcel G: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 16' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 653.6 feet to an iron rod post; thence along the East boundary of the West 5/6 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.8 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

Parcel H: A parcel of land situated in Government Lot 3; the SE ¼ of the NW ¼ and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Government Lot 3; thence North 00° 15' East 51.3 feet to a ¼ inch pipe post; thence South 89° 46' East 200 feet to a 1 ¼ inch pipe post; thence North 00° 15' East 181 feet; thence North 34° 58' West 47.5 feet to a ¼ inch pipe post; thence North 01° 12' West 103.5 feet to a 1 inch pipe post; thence South 80° 59' East 95.3 feet; thence South 89° 03' East 340.9 feet; thence North 89° 31' East 97.5 feet; thence South 00° 15' West 379.7 feet to a ¼ inch pipe post; thence South 88° 50' East 340.4 feet to a ¼ inch pipe post; thence South 00° 15' West 1192.0 feet to the East and West quarter Section line; thence North 88° 50' West 1021.4 feet to the Southwest corner of the SE ¼ of the NW ¼ of said Section 15; thence North 00° 15' East 1320 feet to the point of beginning.

The East 1/6 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel K: A parcel of land situated in the SW ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SW ¼ of the NE ¼; thence South 02° 46' East 562.4 feet; thence along the North boundary of a road on the following courses: South 66° 59' West 90.0 feet; North 89° 10' West 125.0 feet; South 78° 37' West 220.0 feet; South 51° 37' West 108.9 feet; thence North 01° 06' West 700.0 feet to a pipe post; thence North 89° 16' East 495.24 feet to the point of beginning.

The following portion of Lot 1, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 482.32 feet; thence South 72° 52' West 186.8 feet; thence North 02° 46' West 515.1 feet to the point of beginning.



The following portion of Lot 2, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 2; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 107.3 feet; thence South 72° 52' West 75.0 feet; thence North 02° 46' West 449.1 feet to the point of beginning.

The following portion of Lot 3, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 3; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 180.0 feet; thence North 02° 46' West 427.4 feet to the point of beginning.

Together with any vacated streets or portions thereof which would inure to the above by reason of the vacation thereof.

A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land 10.00 feet in width lying and adjacent to the Southerly boundary of that certain parcel as described in Book 207, Page 694, Deed Records of Coos County, Oregon, being the Southerly 10.00 feet of the said parcel.

SAVING AND EXCEPTING THEREFROM: Beginning at the NE 1/16th corner of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being a ¾ inch iron pipe level with the ground and located along side a 4 feet by 4 feet concrete structure; thence South 88° 04' 03" East along the 1/16th line running through the center of the NE ¼ of said Section 16 a distance of 325.25 feet to a 5/8 inch iron rod, said iron rod being the true point of beginning; thence South 03° 04' 03" West 94.13 feet to a 5/8 inch iron rod; thence South 76° 57' 37" East 234.56 feet to a 5/8 inch iron rod; thence South 62° 00' 24" East 101.58 feet to a 5/8 inch iron rod; thence North 60° 17' 39" East 114.79 feet to a 5/8 inch iron rod; thence North 69° 43' 32" East 146.98 feet to a 5/8 inch iron rod; thence North 89° 06' 28" East 200.13 feet to a 5/8 inch iron rod; thence North 88° 38' 09" East 96.46 feet to a 5/8 inch iron rod; thence North 27° 53' 11" East 54.7 feet, more or less, to the 1/16th line running through the center of the said NE ¼ of Section 16; thence Westerly along said 1/16th line 848 feet, more or less, to the true point of beginning.

Parcel C:

Parcel A: The SW ¼ of the SW ¼; the W 5/8 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The E ¼ of the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16,

Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence along the West boundary of said Section 15 South $01^{\circ} 44'$ East 220.0 feet to a pipe post; thence North $88^{\circ} 28'$ West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South $02^{\circ} 15'$ East 210.9 feet to a pipe post; thence North $79^{\circ} 44'$ East 529.1 feet to an iron rod post; thence North $81^{\circ} 42'$ East 646.4 feet to an iron rod post; thence South $72^{\circ} 49'$ East 653.6 feet to an iron rod post; thence along the East boundary of the West $\frac{5}{8}$ of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 North $01^{\circ} 10'$ West 375.6 feet; thence along the North boundary of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ North $87^{\circ} 48'$ West 1108.2 feet to the point of beginning.

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning 17 feet West of the Northeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence East 17 feet; thence South along the Section line 17 feet; thence in a Northwesterly direction 24 feet, more or less, to the point of beginning.

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 29 South Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

The E $\frac{1}{2}$ of the NE $\frac{1}{4}$; Government Lots 5, 6 and 7 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at an iron rod post which is 843.1 feet East and 355.0 feet South $21^{\circ} 52'$ East from the Northwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence East 230.2 feet to an iron rod post; thence South $21^{\circ} 52'$ East 331.7 feet to an iron rod post; thence South $68^{\circ} 06'$ West 200.0 feet to an iron rod post; thence along the East boundary of the State Highway No. 42 on a curve the long chord of which bears North $23^{\circ} 44'$ West 417.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South $14^{\circ} 06'$ East 580.78 feet; thence South $21^{\circ} 30'$ East 459.16 feet; thence South $57^{\circ} 46'$ East 331.29 feet; thence South $81^{\circ} 29'$ East 432.46 feet; thence North $28^{\circ} 23' 20''$ East 310.80 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North $37^{\circ} 24'$ West 369.66 feet; thence North $18^{\circ} 40'$ West 410.55 feet; thence North $22^{\circ} 23'$ West 297.82 feet; thence due West 696.04 feet to the point of beginning.

EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

Parcel B: The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 29 South, Range 12 West of the



Willamette Meridian, Coos County, Oregon.

Parcel C: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.76 feet; thence South 21° 30' East 459.16 feet; thence South 57° 48' East 331.29 feet; thence South 81° 29' East 432.48 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

Parcel D: The NW ¼ of the SW ¼ and the S ½ of the SW ¼ of Section 14, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel E: The NW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The NE ¼; the NE ¼ of the SE ¼ and the E ½ of the NW ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The SE ¼; the E ½ of the SW ¼; the NW ¼ of the SW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the NW ¼ of the NE ¼ of Section 27, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Middle Fork of the Coquille River.

That portion of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille-Roseburg Highway.

The NW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the SE ¼ of the SE ¼ and that portion of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille River.

SAVING AND EXCEPTING THEREFROM: That parcel of land heretofore deeded to James W. Carlisle by Deed recorded in Book 82, Page 527, Deed Records of Coos County, Oregon, described as follows: 15 acres lying in the Eastern part of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point where the Section line between Sections 23 and 26 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the Eastern boundary of the County Road, being the road generally known as the Myrtle Point-Roseburg County Road near Sugarloaf and the particular thereof known as the Pickthorn-Breuer Change, where the same was located during December 16, 1916 by the official road survey records of Coos County, Oregon; thence along the boundary of said road, right of way Northerly to the point where said boundary line intersects the thread of that same stream commonly known as Mill Creek, stopping however short of said point, at a point on said road boundary line which is 10 feet away from the thread of said stream and at right angles thereto; thence Northerly and parallel with the thread of said stream and at a distance of 10 feet Easterly from the thread thereof to the North line of that 40 acre tract described as the SW ¼ of the SW ¼ of said Section 23; thence East along said North line of said 40 acre tract to the Northeast corner thereof; thence South along the East boundary of said 40 acre

fourth of a mile, more or less, to the Southeast corner of said 40; thence West along the South boundary of said tract to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a 1 inch iron pipe driven in the ground at a point where the Section line between Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the South boundary line of the right of way of the Coos Bay-Roseburg Highway; thence Southwesterly along said boundary line of said highway 356 feet to a 1 inch iron pipe driven in the ground on said side of said right of way of said highway; thence South to the center of the Middle Fork of the Coquille River; thence up the center of said stream in a Southeasterly direction crossing said North and South Section line between said Sections 22 and 23 to the East and West Section line between Sections 23 and 26 of said Township and Range; thence East on said Section line between Sections 23 and 26 to the Southwesterly side of said right of way of the Coos Bay-Roseburg Highway; thence along the Southwesterly boundary line of said right of way to the point of beginning, said property being located in Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying with the County Road and the State Highway right of way.

SAVING AND EXCEPTING THEREFROM: Beginning at the quarter Section corner at the Southwest corner of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North on the quarter Section line 1080 feet; thence East 128 feet; thence South 29° 45' East 710 feet to the middle of the County Road; thence South 52° 45' West 280 feet; thence South 35° 40' West 360 feet to the Section line; thence West on the Section line 50 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land in the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and in the W ½ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the East boundary of the NW ¼ of the SW ¼ of said Section 23 from which the brass cap marking the center-west 1/16th corner of said Section 23 bears North 0° 45' 23" West a distance of 410.35 feet; thence North 88° 47' 21" West a distance of 50.03 feet to a 5/8 inch iron rod; thence continuing North 88° 47' 21" West a distance of 2010.02 feet to a 5/8 inch iron rod; thence South 40° 47' 49" West a distance of 782.49 feet to a 5/8 inch iron rod; thence South 4° 06' 11" West a distance of 787.84 feet to the Northerly boundary of Guerin Lane from which point a 5/8 inch iron rod bears South 4° 06' 11" West a distance of 3.93 feet; thence Southeasterly along said boundary a distance of 1988.57 feet, more or less, to a point 10 feet Easterly of Mill Creek measured at a right angle to the creek center line; thence upstream along a line 10 feet Easterly of Mill Creek measured at a right angle to its center line to a point on the North boundary of the SW ¼ of the SW ¼ of said Section 23 from which point a Witness Corner marked by a 5/8 inch iron rod bears North 42° 17' 30" West a distance of 20.11 feet; thence North 89° 23' 34" East a distance of 132.72 feet to a 5/8 inch iron rod marking the SW 1/16th corner of said Section 23; thence North 0° 45' 23" West a distance of 914.43 feet to the point of beginning.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 14413 - UMPQUA BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	44720035 OROR FIXTURE
File with: Coos, OR	

COOS COUNTY, OREGON **2014-06978**

\$51.00 **09/03/2014 11:15:48 AM**

Pgs=2



Terri L. Turi, Coos County Clerk

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2011-3958 5/24/2011 CC OR Coos	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13
---	--

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME LaFranchi	FIRST PERSONAL NAME Kelly	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME LaFranchi	INDIVIDUAL'S FIRST PERSONAL NAME Kelly	INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S) Reni	SUFFIX

7c. MAILING ADDRESS 580 N Central St	CITY Coquille	STATE OR	POSTAL CODE 97423-1248	COUNTRY USA
---	------------------	-------------	---------------------------	----------------

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:
Debtor Name and Address:
LaFranchi, Kelly Reni - 580 N Central St, Coquille, OR 97423-1248
LaFranchi, Ronald C. - 580 N CENTRAL ST, COQUILLE, OR 97423

Secured Party Name and Address:
Umpqua Bank - C/O Loan Support Services, Roseburg, OR 97470

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Umpqua Bank				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: LaFranchi, Kelly Reni
44720035 DOC PREP 68695025

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form
2011-3958 5/24/2011 CC OR Coos

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form	
12a. ORGANIZATION'S NAME Umpqua Bank	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME			
OR			
13b. INDIVIDUAL'S SURNAME LaFranchi	FIRST PERSONAL NAME Kelly	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

17. Description of real estate:
SEE ATTACHED EXHIBIT ONE

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

18. MISCELLANEOUS: 44720035-OR-11 14413 - UMPQUA BANK

Umpqua Bank

File with: Coos, OR

DOC PREP 68695025

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 14413 - UMPQUA BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	44720071 OROR FIXTURE
File with: Coos, OR	

COOS COUNTY, OREGON **2014-07014**
\$51.00 **09/04/2014 01:02:28 PM**
 Pgs=2



Terri L. Turl, Coos County Clerk

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2011-3958 5/24/2011 CC OR Coos

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record

CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
	LaFranchi	Ronald	C.

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	
	LaFranchi	Ronald	
		INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
		Charles	

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
580 N CENTRAL ST	COQUILLE	OR	97423	USA

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

Debtor Name and Address:

LaFranchi, Kelly Reni - 580 N Central St , Coquille, OR 97423-1248
 LaFranchi, Ronald Charles - 580 N CENTRAL ST , COQUILLE, OR 97423

Secured Party Name and Address:

Umpqua Bank - C/O Loan Support Services , Roseburg, OR 97470

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
Umpqua Bank			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: LaFranchi, Kelly Reni
 44720071 DOC PREP

68695025

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form
2011-3958 5/24/2011 CC OR Coos

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form

12a. ORGANIZATION'S NAME Umpqua Bank	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME			
OR			
13b. INDIVIDUAL'S SURNAME LaFranchi	FIRST PERSONAL NAME Ronald	ADDITIONAL NAME(S)/INITIAL(S) C.	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

17. Description of real estate:
SEE ATTACHED EXHIBIT ONE

16. Name and address of a RECORD OWNER of real estate described in Item 17
(if Debtor does not have a record interest):

18. MISCELLANEOUS: 44720071-OR-11 14413 - UMPQUA BANK

Umpqua Bank

File with: Coos, OR

DOC PREP 68695025



Terri L. Turi, Coos County Clerk

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 14413 - UMPQUA BANK -	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	53918419 OROR FIXTURE

File with: Coos, OR

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

2011-3958 5/24/2011 CC OR Coos

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects Debtor or Secured Party of record

AND Check one of these three boxes to:

 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
	LaFranchi	Kelly	Reni
			SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		
			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

Debtor Name and Address:

LaFranchi, Kelly Reni - 580 N Central St , Coquille, OR 97423-1248

LaFranchi, Ronald Charles - 580 N CENTRAL ST , COQUILLE, OR 97423

Secured Party Name and Address:

Umpqua Bank - C/O Loan Support Services , Roseburg, OR 97470

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
	Umpqua Bank		
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: LaFranchi, Kelly Reni

53918419

DOC PREP

068695025

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form
2011-3958 5/24/2011 CC OR Coos

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME Umpqua Bank	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME			
OR			
13b. INDIVIDUAL'S SURNAME LaFranchi	FIRST PERSONAL NAME Kelly	ADDITIONAL NAME(S)/INITIAL(S) Reni	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

SEE ATTACHED EXHIBIT ONE

18. MISCELLANEOUS: 83918419-OR-11 14413 - UMPQUA BANK - COMMER Umpqua Bank

File with: Coos, OR DOC PREP 068695025

RECORDATION REQUESTED BY:

Umpqua Bank
Coastal Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Umpqua Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Ronald C. LaFranchi
Kelly LaFranchi
580 N Central St
Coquille, OR 97423-1248

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

9171

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is \$2,000,000.00. (C) The term of the Note commences on the date of this Deed of Trust and ends on August 27, 2014.

THIS DEED OF TRUST is dated September 3, 2013, among Ronald C. LaFranchi and Kelly LaFranchi, as tenants by the entirety, whose address is 580 N Central St, Coquille, OR 97423-1248 ("Grantor"); Umpqua Bank, whose address is Coastal Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Ticor Title Company, whose address is 300 W. Anderson, Coos Bay, OR 97420 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Note dated September 3, 2013, in the original principal amount of \$2,000,000.00, from Borrower 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 95811 Guerin Lane, Myrtle Point, OR 97458. The Real Property tax identification number is 1132100, 1134300, 1134200, 1134290, 1134100, 1133300, 1133390, 1133380, 1134500, 1135981, 1134502, 1157200, 1157100, 1157190, 1157101, 1159000, 1159090, 1158200, 1158290, 1157901, 1157991.

Cross-Collateralization. In addition to the Note, this Deed of Trust secures the following described additional indebtedness: this Agreement (including any Deed of Trust in which this provision appears) secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Notwithstanding the foregoing, this Agreement (including any Deed of Trust in which this provision appears) does not secure a Ready Expressline or other line of credit of \$5,000 or less that is extended to Grantor in conjunction with opening a deposit account.

(Initial Here *RL*)

Revolving Line of Credit. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

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 (1) PAYMENT OF THE INDEBTEDNESS AND (2) 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:

Grantor's Representations and Warranties. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon

**DEED OF TRUST
(Continued)**

Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

Grantor's Waivers. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

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

Possession and Maintenance of the Property. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Duty to Maintain. Grantor shall maintain the Property in tenantable 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: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any breach or violation of any Environmental Laws, (ii) 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 (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation 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 (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (b) agrees to indemnify, 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.

**DEED OF TRUST
(Continued)**

Page 3

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 permissible 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 \$25,000.00. 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 fair value 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 Director 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 \$1,000.00. 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: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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 (1) be payable on demand; (2) be added to the balance of

DEED OF TRUST
(Continued)

the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) 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 Borrower'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, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

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

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

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, 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,

DEED OF TRUST
(Continued)

Page 5

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 (a) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or 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 Borrower and Grantor pay all the Indebtedness when due, and Grantor 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.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

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

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

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of 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 Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower 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

DEED OF TRUST
(Continued)

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 Borrower or 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 Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

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

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. 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 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

DEED OF TRUST
(Continued)

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.

Waive Jury. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding and, upon request of either party, shall be arbitrated pursuant to the rules of (and by filing a claim with) Arbitration Service of Portland, Inc., in effect at the time the claim is filed. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

Suretyship Waivers. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower for reimbursement; any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the indebtedness, which is made without Grantor's consent.

ERRORS AND OMISSIONS. Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

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

**DEED OF TRUST
(Continued)**

Page 8

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 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.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

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 person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or 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 Umpqua Bank, and its successors and assigns.

Borrower. The word "Borrower" means Ronald C. LaFranchi 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 Line of Credit Instrument 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.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Ronald C. LaFranchi and Kelly LaFranchi.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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

DEED OF TRUST
(Continued)

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. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust. However, "Indebtedness" shall not include any liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, unless otherwise agreed in writing by Grantor and Lender.

Lender. The word "Lender" means Umpqua Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated September 3, 2013, in the original principal amount of \$2,000,000.00 from Borrower 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 August 27, 2014.

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 Company, whose address is 300 W. Anderson, Coos Bay, OR 97420 and any substitute or successor trustees.

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

GRANTOR:

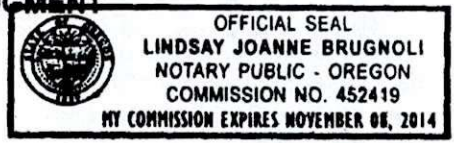
x [Signature]
Ronald C. LaFranchi

x [Signature]
Kelly LaFranchi

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Coos

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared Ronald C. LaFranchi, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of September, 2013.
By [Signature] Residing at Oregon
Notary Public in and for the State of Oregon My commission expires 11-8-2014

DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Coos

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared Kelly LaFranchi, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of September, 2013.
By Lindsay Joanne Brugnoli Residing at Oregon
Notary Public in and for the State of Oregon My commission expires 11-8-2014

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: _____

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCOO06

EXHIBIT "ONE"

PARCEL B:

Parcel B: A parcel of land situated in Government Lot 3 and the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point which is 237.9 feet North and 681.7 feet East of the Southwest corner of said Government Lot 3; thence South 00° 15' West and 12.9 feet passing through a ¾ inch pipe post and continue the same course a total distance of 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence North 00° 15' East and at 128.0 feet passing through a ¾ inch pipe post and continue the same course a total distance of 146.3 feet; thence along the center of the County Road North 46° 01' West 241.0 feet; thence along said center North 56° 46' West 133.3 feet; thence along said center South 89° 31' West 51.9 feet to the point of beginning.

Parcel C: The E ½ of the E ½ of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying between the North boundary of the above described parcel and the South boundary of the County Road.

SAVING AND EXCEPTING THEREFROM: That certain parcel of land conveyed by Wesley Guy and Laura Lee Guy to Cecil Lignons and Phyllis Lignons, husband and wife, by Deed recorded April 3, 1953 in Book 226, Page 50, Deed Records of Coos County, Oregon.

Parcel D: Beginning at a point on the South boundary of the County Road in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, which point is North of the Northwest corner of the E ½ of the E ½ of the SE ¼ of the NW ¼ of said Section 15 and which point is the Northwest corner of a parcel of land conveyed by A. T. Train and Iva Train, husband and wife, to Wesley Guy and Laura Lee Guy, husband and wife, by Deed recorded July 14, 1951 in Book 210, Page 680, Deed Records of Coos County, Oregon; thence South along the West line of said parcel of land 115 feet; thence East 172 feet; thence North 102 feet, more or less, to the South boundary of the County Road; thence in a Westerly direction along the South boundary of the County Road to the point of beginning.

Parcel E: A parcel of land situated in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a ¾ inch pipe post which is 271.3 feet North 00° 15' East from the Southwest corner of said Government Lot 3; thence North 00° 15' East 160.9 feet along the West boundary of said Government Lot 3 to a ¾ inch pipe; thence South 71° 07' East 179.6 feet to a 1 inch pipe post; thence South 01° 12' East 103.5 feet to a ¾ inch pipe post; thence North 89° 45' West 172.9 feet to the point of beginning.

Beginning at a ¾ inch pipe post which is 53.30 feet North 00° 15' East from the Southwest corner of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 00° 15' East 220.00 feet to a ¾ inch pipe post; thence South 89° 45' East 172.80 feet to a ¾ inch pipe post; thence South 34° 58' East 47.50 feet to a ¾ inch pipe post; thence South 00° 15' West 181.00 feet to a 1 ½ inch pipe post; thence North 89° 45' West 200.00 feet to the point of beginning.

Parcel F: Beginning at the Southeast corner of the NW ¼ of the NW ¼ of Section 15, Township 29 South,

FDOR0212.rdw

PRELIMINARY REPORT

(Continued)

Order No.: 360613009171-TTCOO06

Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 795 feet along the South boundary of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence Northerly 270 feet, more or less, to the Southwest corner of a parcel conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 203, Deed Records of Coos County, Oregon; thence North $68^{\circ} 51'$ East 170 feet; thence North $21^{\circ} 09'$ West 160.3 feet; thence North $72^{\circ} 11'$ East 29 feet; thence Northerly 57 feet along the East boundary of a parcel of land conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 480, Deed Records of Coos County, Oregon; thence Easterly along the South boundary of the County Road to the East boundary of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence South 595 feet to the point of beginning.

Parcel G: A parcel of land situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence along the West boundary of said Section 15 South $01^{\circ} 44'$ East 220.0 feet to a pipe post; thence North $88^{\circ} 28'$ West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South $02^{\circ} 15'$ East 210.9 feet to a pipe post; thence North $79^{\circ} 44'$ East 529.1 feet to an iron rod post; thence North $81^{\circ} 42'$ East 646.4 feet to an iron rod post; thence South $72^{\circ} 49'$ East 653.6 feet to an iron rod post; thence along the East boundary of the West $\frac{5}{6}$ of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 North $01^{\circ} 10'$ West 375.6 feet; thence along the North boundary of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ North $87^{\circ} 49'$ West 1108.2 feet to the point of beginning.

Parcel H: A parcel of land situated in Government Lot 3; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Government Lot 3; thence North $00^{\circ} 15'$ East 51.3 feet to a $\frac{3}{4}$ inch pipe post; thence South $89^{\circ} 45'$ East 200 feet to a $1 \frac{1}{4}$ inch pipe post; thence North $00^{\circ} 15'$ East 181 feet; thence North $34^{\circ} 58'$ West 47.5 feet to a $\frac{3}{4}$ inch pipe post; thence North $01^{\circ} 12'$ West 103.5 feet to a 1 inch pipe post; thence South $80^{\circ} 59'$ East 95.3 feet; thence South $69^{\circ} 03'$ East 340.9 feet; thence North $89^{\circ} 31'$ East 97.5 feet; thence South $00^{\circ} 15'$ West 379.7 feet to a $\frac{3}{4}$ inch pipe post; thence South $88^{\circ} 50'$ East 340.4 feet to a $\frac{3}{4}$ inch pipe post; thence South $00^{\circ} 15'$ West 1192.0 feet to the East and West quarter Section line; thence North $88^{\circ} 50'$ West 1021.4 feet to the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence North $00^{\circ} 15'$ East 1320 feet to the point of beginning.

The East $\frac{1}{6}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel K: A parcel of land situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence South $02^{\circ} 46'$ East 562.4 feet; thence along the North boundary of a road on the following courses: South $66^{\circ} 59'$ West 90.0 feet; North $89^{\circ} 10'$ West 125.0 feet; South $78^{\circ} 37'$ West 220.0 feet; South $51^{\circ} 37'$ West 108.9 feet; thence North $01^{\circ} 06'$ West 700.0 feet to a pipe post; thence North $89^{\circ} 16'$ East 495.24 feet to the point of beginning.

The following portion of Lot 1, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 1; thence North $89^{\circ} 16'$ East 180.0 feet; thence South $02^{\circ} 46'$ East 462.32 feet; thence South $72^{\circ} 52'$ West 186.8 feet; thence North $02^{\circ} 46'$ West 515.1 feet to the point of beginning.

The following portion of Lot 2, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 2; thence North $89^{\circ} 16'$ East 180.0 feet; thence South $02^{\circ} 46'$ East 427.82 feet; thence South $89^{\circ} 24'$ West 107.3 feet; thence South $72^{\circ} 52'$ West 75.0 feet; thence North $02^{\circ} 46'$

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCOO06

West 449.1 feet to the point of beginning.

The following portion of Lot 3, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 3; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 180.0 feet; thence North 02° 46' West 427.4 feet to the point of beginning.

Together with any vacated streets or portions thereof which would inure to the above by reason of the vacation thereof.

A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land 10.00 feet in width lying and adjacent to the Southerly boundary of that certain parcel as described in Book 207, Page 694, Deed Records of Coos County, Oregon, being the Southerly 10.00 feet of the said parcel.

SAVING AND EXCEPTING THEREFROM: Beginning at the NE 1/16th corner of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being a ¾ inch iron pipe level with the ground and located along side a 4 feet by 4 feet concrete structure; thence South 88° 04' 03" East along the 1/16th line running through the center of the NE ¼ of said Section 16 a distance of 325.25 feet to a 5/8 inch iron rod, said iron rod being the true point of beginning; thence South 03° 04' 03" West 94.13 feet to a 5/8 inch iron rod; thence South 76° 57' 37" East 234.56 feet to a 5/8 inch iron rod; thence South 62° 00' 24" East 101.58 feet to a 5/8 inch iron rod; thence North 60° 17' 39" East 114.79 feet to a 5/8 inch iron rod; thence North 69° 43' 32" East 146.98 feet to a 5/8 inch iron rod; thence North 89° 06' 28" East 200.13 feet to a 5/8 inch iron rod; thence North 86° 38' 09" East 96.46 feet to a 5/8 inch iron rod; thence North 27° 53' 11" East 54.7 feet, more or less, to the 1/16th line running through the center of the said NE ¼ of Section 16; thence Westerly along said 1/16th line 848 feet, more or less, to the true point of beginning.

Parcel C:

Parcel A: The SW ¼ of the SW ¼; the W 5/6 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The E ½ of the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post;

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCOO06

thence North 88° 28' West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 15' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 653.6 feet to an iron rod post; thence along the East boundary of the West 5/6 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.6 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

The NE ¼ of the SE ¼ and that portion of the SE ¼ of the SE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning 17 feet West of the Northeast corner of said SE ¼ of the SE ¼; thence East 17 feet; thence South along the Section line 17 feet; thence in a Northwesterly direction 24 feet, more or less, to the point of beginning.

The W ½ of the NW ¼ and the NW ¼ of the SW ¼ of Section 22, Township 29 South Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

The E ½ of the NE ¼; Government Lots 5, 6 and 7 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: The N ½ of the N ½ of the N ½ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the NW ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at an iron rod post which is 643.1 feet East and 355.0 feet South 21° 52' East from the Northwest corner of said NW ¼ of the NE ¼; thence East 230.2 feet to an iron rod post; thence South 21° 52' East 331.7 feet to an iron rod post; thence South 68° 08' West 200.0 feet to an iron rod post; thence along the East boundary of the State Highway No. 42 on a curve the long chord of which bears North 23° 44' West 417.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.78 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

Parcel B: The N ½ of the N ½ of the NE ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel C: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.76 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCOO06

Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

Parcel D: The NW ¼ of the SW ¼ and the S ½ of the SW ¼ of Section 14, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel E: The NW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The NE ¼; the NE ¼ of the SE ¼ and the E ½ of the NW ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The SE ¼; the E ½ of the SW ¼; the NW ¼ of the SW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the NW ¼ of the NE ¼ of Section 27, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Middle Fork of the Coquille River.

That portion of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille-Roseburg Highway.

The NW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the SE ¼ of the SE ¼ and that portion of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille River.

SAVING AND EXCEPTING THEREFROM: That parcel of land heretofore deeded to James W. Carlisle by Deed recorded in Book 82, Page 527, Deed Records of Coos County, Oregon, described as follows: 15 acres lying in the Eastern part of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point where the Section line between Sections 23 and 26 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the Eastern boundary of the County Road, being the road generally known as the Myrtle Point-Roseburg County Road near Sugarloaf and the particular thereof known as the Pickthorn-Breuer Change, where the same was located during December 16, 1916 by the official road survey records of Coos County, Oregon; thence along the boundary of said road right of way Northerly to the point where said boundary line intersects the thread of that small stream commonly known as Mill Creek, stopping however short of said point, at a point on said road boundary line which is 10 feet away from the thread of said stream and at right angles thereto; thence Northerly and parallel with the thread of said stream and at a distance of 10 feet Easterly from the thread thereof to the North line of that 40 acre tract described as the SW ¼ of the SW ¼ of said Section 23; thence East along said North line of said 40 acre tract to the Northeast corner thereof; thence South along the East boundary of said 40 one fourth of a mile, more or less, to the Southeast corner of said 40; thence West along the South boundary of said tract to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a 1 inch iron pipe driven in the ground at a point where the Section line between Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the South boundary line of the right of way of the Coos Bay-Roseburg Highway; thence Southwesterly along said boundary line of said highway 356 feet to a 1 inch iron pipe driven in the ground on said side of said right of way of said highway; thence South to the center of the Middle Fork of the Coquille

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCCOO06

River; thence up the center of said stream in a Southeasterly direction crossing said North and South Section line between said Sections 22 and 23 to the East and West Section line between Sections 23 and 26 of said Township and Range; thence East on said Section line between Sections 23 and 26 to the Southwesterly side of said right of way of the Coos Bay-Roseburg Highway; thence along the Southwesterly boundary line of said right of way to the point of beginning, said property being located in Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying with the County Road and the State Highway right of way.

SAVING AND EXCEPTING THEREFROM: Beginning at the quarter Section corner at the Southwest corner of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North on the quarter Section line 1060 feet; thence East 126 feet; thence South 29° 45' East 710 feet to the middle of the County Road; thence South 52° 45' West 260 feet; thence South 35° 40' West 360 feet to the Section line; thence West on the Section line 50 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land in the SE 1/4 of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon. and in the W 1/2 of the SW 1/4 of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the East boundary of the NW 1/4 of the SW 1/4 of said Section 23 from which the brass cap marking the center-west 1/16th corner of said Section 23 bears North 0° 45' 23" West a distance of 410.35 feet; thence North 88° 47' 21" West a distance of 50.03 feet to a 5/8 inch iron rod; thence continuing North 88° 47' 21" West a distance of 2019.02 feet to a 5/8 inch iron rod; thence South 49° 47' 49" West a distance of 782.49 feet to a 5/8 inch iron rod; thence South 4° 06' 11" West a distance of 767.84 feet to the Northerly boundary of Guerin Lane from which point a 5/8 inch iron rod bears South 4° 06' 11" West a distance of 3.93 feet; thence Southeasterly along said boundary a distance of 1988.57 feet, more or less, to a point 10 feet Easterly of Mill Creek measured at a right angle to the creek center line; thence upstream along a line 10 feet Easterly of Mill Creek measured at a right angle to its center line to a point on the North boundary of the SW 1/4 of the SW 1/4 of said Section 23 from which point a Witness Corner marked by a 5/8 inch iron rod bears North 42° 17' 30" West a distance of 20.11 feet; thence North 89° 23' 34" East a distance of 132.72 feet to a 5/8 inch iron rod marking the SW 1/16th corner of said Section 23; thence North 0° 45' 23" West a distance of 914.43 feet to the point of beginning.

FDOR0212.rdw

**AFTER RECORDING
RETURN TO**

**Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233
RECORDATION REQUESTED BY:**

**Umpqua Bank
Coastal Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470**

COOS COUNTY, OREGON

2014-06830

\$86.00

08/29/2014 03:13:06 PM

Pgs=9



Terri L. Turl, Coos County Clerk

WHEN RECORDED MAIL TO:

**Umpqua Bank
PO Box 1580
Roseburg, OR 97470**

SEND TAX NOTICES TO:

**Ronald C. LaFranchi
Kelly LaFranchi
580 N Central
Coquille, OR 97423-1248**

"Recorded by Ticor Title Company as an accommodation only. NO liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document."

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 28, 2014, is made and executed between Ronald C. LaFranchi and Kelly LaFranchi, as tenants by the entirety, whose address is 580 N Central, Coquille, OR 97423-1248 ("Grantor") and Umpqua Bank, whose address is Coastal Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 3, 2013 (the "Deed of Trust") which has been recorded in Coos County, State of Oregon, as follows:

Recorded on September 23, 2013 as Instrument no. 2013 9376 in the official records of Coos County, Oregon. The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Coos County, State of Oregon:

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

The Real Property or its address is commonly known as 95811 Guerin Lane, Myrtle Point, OR 97458. The Real Property tax identification number is 1132100, 1134300, 1134200, 1134290, 1134100, 1133300, 1133390, 1133380, 1134500, 1135981, 1134502, 1157200, 1157100, 1157101, 1159000, 1159090, 1158200, 1158290, 1157901, 1157991.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend maturity date to August 27, 2016.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them, arising from this Note or otherwise,

**MODIFICATION OF DEED OF TRUST
(Continued)**

including without limitation contract and tort disputes, shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding and, upon request of either party, shall be arbitrated pursuant to the rules of (and by filing a claim with) Arbitration Service of Portland, Inc., in effect at the time the claim is filed. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 28, 2014.

GRANTOR:

X 
Ronald C. LaFranchi

X 
Kelly LaFranchi

LENDER:

UMPQUA BANK

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared Ronald C. LaFranchi, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of August, 2014.
By Krystle Lynn Harris Residing at Cook Bay OR
Notary Public in and for the State of Oregon My commission expires 11-5-16

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared Kelly LaFranchi, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of August, 2014.
By Krystle Lynn Harris Residing at Cook Bay OR
Notary Public in and for the State of Oregon My commission expires 11-5-16

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Cook)



On this 28 day of August, 2014 before me, the undersigned Notary Public, personally appeared Don Summer and known to me to be the CBC Manager, authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Umpqua Bank.

By Krystle Lynn Harris Residing at Cook Bay OR
Notary Public in and for the State of Oregon My commission expires 11-5-16

EXHIBIT "ONE"

PARCEL B:

Parcel B: A parcel of land situated in Government Lot 3 and the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point which is 237.9 feet North and 681.7 feet East of the Southwest corner of said Government Lot 3; thence South 00° 15' West and 12.9 feet passing through a ¾ inch pipe post and continue the same course a total distance of 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence North 00° 15' East and at 128.0 feet passing through a ¾ inch pipe post and continue the same course a total distance of 146.3 feet; thence along the center of the County Road North 46° 01' West 241.0 feet; thence along said center North 56° 46' West 133.3 feet; thence along said center South 89° 31' West 51.9 feet to the point of beginning.

Parcel C: The E ½ of the E ½ of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying between the North boundary of the above described parcel and the South boundary of the County Road.

SAVING AND EXCEPTING THEREFROM: That certain parcel of land conveyed by Wesley Guy and Laura Lee Guy to Cecil Ligons and Phyllis Ligons, husband and wife, by Deed recorded April 3, 1953 in Book 226, Page 50, Deed Records of Coos County, Oregon.

Parcel D: Beginning at a point on the South boundary of the County Road in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, which point is North of the Northwest corner of the E ½ of the E ½ of the SE ¼ of the NW ¼ of said Section 15 and which point is the Northwest corner of a parcel of land conveyed by A. T. Train and Iva Train, husband and wife, to Wesley Guy and Laura Lee Guy, husband and wife, by Deed recorded July 14, 1951 in Book 210, Page 680, Deed Records of Coos County, Oregon; thence South along the West line of said parcel of land 115 feet; thence East 172 feet; thence North 102 feet, more or less, to the South boundary of the County Road; thence in a Westward direction along the South boundary of the County Road to the point of beginning.

Parcel E: A parcel of land situated in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a ¾ inch pipe post which is 271.3 feet North 00° 15' East from the Southwest corner of said Government Lot 3; thence North 00° 15' East 160.9 feet along the West boundary of said Government Lot 3 to a ¾ inch pipe; thence South 71° 07' East 179.6 feet to a 1 inch pipe post; thence South 01° 12' East 103.5 feet to a ¾ inch pipe post; thence North 89° 45' West 172.9 feet to the point of beginning.

Beginning at a ¾ inch pipe post which is 53.30 feet North 00° 15' East from the Southwest corner of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 00° 15' East 220.00 feet to a ¾ inch pipe post; thence South 89° 45' East 172.80 feet to a ¾ inch pipe post; thence South 34° 58' East 47.50 feet to a ¾ inch pipe post; thence South 00° 15' West 181.00 feet to a 1 ½ inch pipe post; thence North 89° 45' West 200.00 feet to the point of beginning.

(Continued)

Parcel F: Beginning at the Southeast corner of the NW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 795 feet along the South boundary of the NW ¼ of the NW ¼ of said Section 15; thence Northerly 270 feet, more or less, to the Southwest corner of a parcel conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 203, Deed Records of Coos County, Oregon; thence North 68° 51' East 170 feet; thence North 21° 09' West 160.3 feet; thence North 72° 11' East 29 feet; thence Northerly 57 feet along the East boundary of a parcel of land conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 480, Deed Records of Coos County, Oregon; thence Easterly along the South boundary of the County Road to the East boundary of the NW ¼ of the NW ¼ of said Section 15; thence South 595 feet to the point of beginning.

Parcel G: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 15' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 653.6 feet to an iron rod post; thence along the East boundary of the West 5/6 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.6 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

Parcel H: A parcel of land situated in Government Lot 3; the SE ¼ of the NW ¼ and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Government Lot 3; thence North 00° 15' East 51.3 feet to a ¾ inch pipe post; thence South 89° 45' East 200 feet to a 1 ¼ inch pipe post; thence North 00° 15' East 181 feet; thence North 34° 58' West 47.5 feet to a ¾ inch pipe post; thence North 01° 12' West 103.5 feet to a 1 inch pipe post; thence South 80° 59' East 95.3 feet; thence South 89° 03' East 340.9 feet; thence North 89° 31' East 97.5 feet; thence South 00° 15' West 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence South 00° 15' West 1192.0 feet to the East and West quarter Section line; thence North 88° 50' West 1021.4 feet to the Southwest corner of the SE ¼ of the NW ¼ of said Section 15; thence North 00° 15' East 1320 feet to the point of beginning.

The East 1/6 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel K: A parcel of land situated in the SW ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SW ¼ of the NE ¼; thence South 02° 46' East 562.4 feet; thence along the North boundary of a road on the following courses: South 66° 59' West 90.0 feet; North 89° 10' West 125.0 feet; South 78° 37' West 220.0 feet; South 51° 37' West 108.9 feet; thence North 01° 06' West 700.0 feet to a pipe post; thence North 89° 16' East 495.24 feet to the point of beginning.

The following portion of Lot 1, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 462.32 feet; thence South 72° 52' West 186.8 feet; thence North 02° 46' West 515.1 feet to the point of beginning.

(Continued)

The following portion of Lot 2, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 2; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 107.3 feet; thence South 72° 52' West 75.0 feet; thence North 02° 46' West 449.1 feet to the point of beginning.

The following portion of Lot 3, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 3; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 180.0 feet; thence North 02° 46' West 427.4 feet to the point of beginning.

Together with any vacated streets or portions thereof which would inure to the above by reason of the vacation thereof.

A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land 10.00 feet in width lying and adjacent to the Southerly boundary of that certain parcel as described in Book 207, Page 694, Deed Records of Coos County, Oregon, being the Southerly 10.00 feet of the said parcel.

SAVING AND EXCEPTING THEREFROM: Beginning at the NE 1/16th corner of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being a ¼ inch iron pipe level with the ground and located along side a 4 feet by 4 feet concrete structure; thence South 83° 04' 03" East along the 1/16th line running through the center of the NE ¼ of said Section 16 a distance of 325.25 feet to a 5/8 inch iron rod, said iron rod being the true point of beginning; thence South 03° 04' 03" West 94.13 feet to a 5/8 inch iron rod; thence South 76° 57' 37" East 234.58 feet to a 5/8 inch iron rod; thence South 62° 00' 24" East 101.58 feet to a 5/8 inch iron rod; thence North 60° 17' 39" East 114.79 feet to a 5/8 inch iron rod; thence North 69° 43' 32" East 146.98 feet to a 5/8 inch iron rod; thence North 89° 06' 28" East 200.13 feet to a 5/8 inch iron rod; thence North 86° 38' 09" East 96.46 feet to a 5/8 inch iron rod; thence North 27° 53' 11" East 54.7 feet, more or less, to the 1/16th line running through the center of the said NE ¼ of Section 16; thence Westerly along said 1/16th line 848 feet, more or less, to the true point of beginning.

Parcel C:

Parcel A: The SW ¼ of the SW ¼; the W 5/8 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The E ½ of the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16,

(Continued).

Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence along the West boundary of said Section 15 South $01^{\circ} 44'$ East 220.0 feet to a pipe post; thence North $88^{\circ} 28'$ West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South $02^{\circ} 15'$ East 210.9 feet to a pipe post; thence North $79^{\circ} 44'$ East 529.1 feet to an iron rod post; thence North $81^{\circ} 42'$ East 846.4 feet to an iron rod post; thence South $72^{\circ} 49'$ East 653.6 feet to an iron rod post; thence along the East boundary of the West $\frac{5}{6}$ of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 North $01^{\circ} 10'$ West 375.6 feet; thence along the North boundary of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ North $87^{\circ} 49'$ West 1108.2 feet to the point of beginning.

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning 17 feet West of the Northeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence East 17 feet; thence South along the Section line 17 feet; thence in a Northwesterly direction 24 feet, more or less, to the point of beginning.

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 29 South Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

The E $\frac{1}{2}$ of the NE $\frac{1}{4}$; Government Lots 5, 6 and 7 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at an iron rod post which is 843.1 feet East and 355.0 feet South $21^{\circ} 52'$ East from the Northwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence East 230.2 feet to an iron rod post; thence South $21^{\circ} 52'$ East 331.7 feet to an iron rod post; thence South $68^{\circ} 08'$ West 200.0 feet to an iron rod post; thence along the East boundary of the State Highway No. 42 on a curve the long chord of which bears North $23^{\circ} 44'$ West 417.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South $14^{\circ} 06'$ East 580.78 feet; thence South $21^{\circ} 30'$ East 459.16 feet; thence South $57^{\circ} 46'$ East 331.29 feet; thence South $81^{\circ} 29'$ East 432.48 feet; thence North $28^{\circ} 23' 20''$ East 310.80 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North $37^{\circ} 24'$ West 369.68 feet; thence North $18^{\circ} 40'$ West 410.55 feet; thence North $22^{\circ} 23'$ West 297.82 feet; thence due West 696.04 feet to the point of beginning.

EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

Parcel B: The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 29 South, Range 12 West of the

(Continued)

Willamette Meridian, Coos County, Oregon.

Parcel C: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.76 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 23° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

Parcel D: The NW ¼ of the SW ¼ and the S ½ of the SW ¼ of Section 14, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel E: The NW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The NE ¼; the NE ¼ of the SE ¼ and the E ½ of the NW ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The SE ¼; the E ½ of the SW ¼; the NW ¼ of the SW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the NW ¼ of the NE ¼ of Section 27, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Middle Fork of the Coquille River.

That portion of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille-Roseburg Highway.

The NW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the SE ¼ of the SE ¼ and that portion of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille River.

SAVING AND EXCEPTING THEREFROM: That parcel of land heretofore deeded to James W. Carlisle by Deed recorded in Book 82, Page 527, Deed Records of Coos County, Oregon, described as follows: 15 acres lying in the Eastern part of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point where the Section line between Sections 23 and 26 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the Eastern boundary of the County Road, being the road generally known as the Myrtle Point-Roseburg County Road near Sugarloaf and the particular thereof known as the Pickthorn-Brauer Change, where the same was located during December 16, 1916 by the official road survey records of Coos County, Oregon; thence along the boundary of said road right of way Northerly to the point where said boundary line intersects the thread of that small stream commonly known as Mill Creek, stopping however short of said point, at a point on said road boundary line which is 10 feet away from the thread of said stream and at right angles thereto; thence Northerly and parallel with the thread of said stream and at a distance of 10 feet Easterly from the thread thereof to the North line of that 40 acre tract described as the SW ¼ of the SW ¼ of said Section 23; thence East along said North line of said 40 acre tract to the Northeast corner thereof; thence South along the East boundary of said 40 acre

(Continued)

fourth of a mile, more or less, to the Southeast corner of said 40; thence West along the South boundary of said tract to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a 1 inch iron pipe driven in the ground at a point where the Section line between Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the South boundary line of the right of way of the Coos Bay-Roseburg Highway; thence Southwesterly along said boundary line of said highway 356 feet to a 1 inch iron pipe driven in the ground on said side of said right of way of said highway; thence South to the center of the Middle Fork of the Coquille River; thence up the center of said stream in a Southeasterly direction crossing said North and South Section line between said Sections 22 and 23 to the East and West Section line between Sections 23 and 26 of said Township and Range; thence East on said Section line between Sections 23 and 26 to the Southwesterly side of said right of way of the Coos Bay-Roseburg Highway; thence along the Southwesterly boundary line of said right of way to the point

of beginning, said property being located in Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying with the County Road and the State Highway right of way.

SAVING AND EXCEPTING THEREFROM: Beginning at the quarter Section corner at the Southwest corner of the SW 1/4 of the SE 1/4 of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North on the quarter Section line 1060 feet; thence East 128 feet; thence South 29° 45' East 710 feet to the middle of the County Road; thence South 52° 45' West 260 feet; thence South 35° 40' West 360 feet to the Section line; thence West on the Section line 50 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land in the SE 1/4 of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and in the W 1/2 of the SW 1/4 of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the East boundary of the NW 1/4 of the SW 1/4 of said Section 23 from which the brass cap marking the center-west 1/16th corner of said Section 23 bears North 0° 45' 23" West a distance of 410.35 feet; thence North 88° 47' 21" West a distance of 50.03 feet to a 5/8 inch iron rod; thence continuing North 88° 47' 21" West a distance of 2019.02 feet to a 5/8 inch iron rod; thence South 49° 47' 49" West a distance of 782.49 feet to a 5/8 inch iron rod; thence South 4° 06' 11" West a distance of 767.84 feet to the Northerly boundary of Guerin Lane from which point a 5/8 inch iron rod bears South 4° 06' 11" West a distance of 3.93 feet; thence Southeasterly along said boundary a distance of 1988.57 feet, more or less, to a point 10 feet Easterly of Mill Creek measured at a right angle to the creek center line; thence upstream along a line 10 feet Easterly of Mill Creek measured at a right angle to its center line to a point on the North boundary of the SW 1/4 of the SW 1/4 of said Section 23 from which point a Witness Corner marked by a 5/8 inch iron rod bears North 42° 17' 30" West a distance of 20.11 feet; thence North 89° 23' 34" East a distance of 132.72 feet to a 5/8 inch iron rod marking the SW 1/16th corner of said Section 23; thence North 0° 45' 23" West a distance of 914.43 feet to the point of beginning.

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

Umpqua Bank
CBC Lane Co
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

COOS COUNTY, OREGON **2019-01581**
\$131.00 02/27/2019 11:49:00 AM
DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=10

WHEN RECORDED MAIL TO:

Umpqua Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Ronald C. LaFranchi
Kelly LaFranchi
95667 Guerin Ln
Myrtle Point, OR 97458

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated February 20, 2019, is made and executed between Ronald C. LaFranchi and Kelly LaFranchi, as tenants by the entirety, whose address is 95667 Guerin Ln, Myrtle Point, OR 97458 ("Grantor") and Umpqua Bank, whose address is CBC Lane Co, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 3, 2013 (the "Deed of Trust") which has been recorded in Coos County, State of Oregon, as follows:

Recorded on September 23, 2013 as Instrument no. 2013 9376 in the official records of Coos County, Oregon. The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Coos County, State of Oregon:

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

The Real Property or its address is commonly known as 95811 Guerin Lane, Myrtle Point, OR 97458. The Real Property tax identification number is 1132100, 1134300, 1134200, 1134290, 1134100, 1133300, 1133390, 1133380, 1134500, 1135981, 1134502, 1157200, 1157100, 1157190, 1157101, 1159000, 1159090, 1158200, 1158290, 1157901, 1157991.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend maturity date to February 27, 2022

Modify Cross-Collateralization. In addition to the Note, this Agreement (including any Deed of Trust in which this provision appears) secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Notwithstanding the foregoing, this Agreement (including any Deed of Trust in which this provision appears) does not secure a consumer purpose transaction or any leasing products or loans through the Multi-Family Lending Division of Lender between Grantor and Lender. Additionally, no indebtedness under a Credit Card Agreement between Grantor and Lender shall be secured by any real property collateral under this Agreement (including any Deed of Trust in which this provision appears).

(Initial Here *R.C. K.L.*)

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any

**MODIFICATION OF DEED OF TRUST
(Continued)**

other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

SURETYSHIP WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

ERRORS AND OMISSIONS. Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

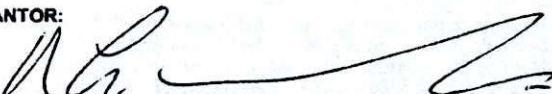
VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 20, 2019.

GRANTOR:

x 
Ronald C. LaFranchi

x 
Kelly LaFranchi

MODIFICATION OF DEED OF TRUST
(Continued)

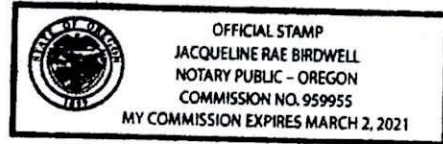
LENDER:

UMPQUA BANK


Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF COOS)



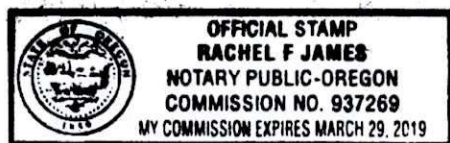
On this day before me, the undersigned Notary Public, personally appeared Ronald C. LaFranchi, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of February, 2019.
By Jacqueline Rae Birdwell Residing at Cosville OR
Notary Public in and for the State of Oregon My commission expires 3-2-2021



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF COOS)



On this day before me, the undersigned Notary Public, personally appeared Kelly LaFranchi, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of February, 2019.
By Rachel James Residing at Cosville OR
Notary Public in and for the State of Oregon My commission expires March 29, 2019



MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Cook

)
) SS
)



On this 27th day of February, 20 19, before me, the undersigned Notary Public, personally appeared Jan M. Moberg and known to me to be the SVP Relationship Manager authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Umpqua Bank.

By Carly Spalding
Notary Public in and for the State of Oregon

Residing at 7005 Broadway Missoula MT 59720
My commission expires November 20, 2022

EXHIBIT "ONE"

PARCEL B:

Parcel B: A parcel of land situated in Government Lot 3 and the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point which is 237.9 feet North and 681.7 feet East of the Southwest corner of said Government Lot 3; thence South 00° 15' West and 12.9 feet passing through a ¾ inch pipe post and continue the same course a total distance of 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence North 00° 15' East and at 128.0 feet passing through a ¾ inch pipe post and continue the same course a total distance of 148.3 feet; thence along the center of the County Road North 48° 01' West 241.0 feet; thence along said center North 88° 48' West 133.3 feet; thence along said center South 89° 31' West 51.9 feet to the point of beginning.

Parcel C: The E ½ of the E ½ of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying between the North boundary of the above described parcel and the South boundary of the County Road.

SAVING AND EXCEPTING THEREFROM: That certain parcel of land conveyed by Wesley Guy and Laura Lee Guy to Cecil Ligons and Phyllis Ligons, husband and wife, by Deed recorded April 3, 1953 in Book 228, Page 50, Deed Records of Coos County, Oregon.

Parcel D: Beginning at a point on the South boundary of the County Road in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, which point is North of the Northwest corner of the E ½ of the E ½ of the SE ¼ of the NW ¼ of said Section 15 and which point is the Northwest corner of a parcel of land conveyed by A. T. Train and Iva Train, husband and wife, to Wesley Guy and Laura Lee Guy, husband and wife, by Deed recorded July 14, 1951 in Book 210, Page 880, Deed Records of Coos County, Oregon; thence South along the West line of said parcel of land 115 feet; thence East 172 feet; thence North 102 feet, more or less, to the South boundary of the County Road; thence in a Westerly direction along the South boundary of the County Road to the point of beginning.

Parcel E: A parcel of land situated in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a ¾ inch pipe post which is 271.3 feet North 00° 15' East from the Southwest corner of said Government Lot 3; thence North 00° 15' East 180.9 feet along the West boundary of said Government Lot 3 to a ¾ inch pipe; thence South 71° 07' East 179.5 feet to a 1 inch pipe post; thence South 01° 12' East 103.6 feet to a ¾ inch pipe post; thence North 89° 45' West 172.9 feet to the point of beginning.

Beginning at a ¾ inch pipe post which is 53.30 feet North 00° 15' East from the Southwest corner of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 00° 15' East 220.00 feet to a ¾ inch pipe post; thence South 89° 45' East 172.80 feet to a ¾ inch pipe post; thence South 34° 58' East 47.60 feet to a ¾ inch pipe post; thence South 00° 15' West 181.00 feet to a 1 ½ inch pipe post; thence North 89° 45' West 200.00 feet to the point of beginning.

Parcel F: Beginning at the Southeast corner of the NW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 795 feet along the South boundary of the NW ¼ of the NW ¼ of said Section 15; thence Northerly 270 feet, more or less, to the Southwest corner of a parcel conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 203, Deed Records of Coos County, Oregon; thence North 68° 51' East 170 feet; thence North 21° 08' West 160.3 feet; thence North 72° 11' East 29 feet; thence Northerly 57 feet along the East boundary of a parcel of land conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 480, Deed Records of Coos County, Oregon; thence Easterly along the South boundary of the County Road to the East boundary of the NW ¼ of the NW ¼ of said Section 15; thence South 595 feet to the point of beginning.

Parcel G: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 15' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 853.8 feet to an iron rod post; thence along the East boundary of the West 5/8 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.8 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

Parcel H: A parcel of land situated in Government Lot 3; the SE ¼ of the NW ¼ and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Government Lot 3; thence North 00° 15' East 51.3 feet to a ¾ inch pipe post; thence South 89° 45' East 200 feet to a 1 ¼ inch pipe post; thence North 00° 15' East 181 feet; thence North 34° 58' West 47.5 feet to a ¾ inch pipe post; thence North 01° 12' West 103.5 feet to a 1 inch pipe post; thence South 80° 59' East 95.3 feet; thence South 89° 03' East 340.9 feet; thence North 89° 31' East 97.5 feet; thence South 00° 15' West 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence South 00° 15' West 1192.0 feet to the East and West quarter Section line; thence North 88° 50' West 1021.4 feet to the Southwest corner of the SE ¼ of the NW ¼ of said Section 15; thence North 00° 15' East 1320 feet to the point of beginning.

The East 1/8 of the SW ¼ of the NW ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel K: A parcel of land situated in the SW ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SW ¼ of the NE ¼; thence South 02° 46' East 582.4 feet; thence along the North boundary of a road on the following courses: South 66° 58' West 80.0 feet; North 89° 10' West 125.0 feet; South 78° 37' West 220.0 feet; South 51° 37' West 108.9 feet; thence North 91° 08' West 700.0 feet to a pipe post; thence North 89° 16' East 495.24 feet to the point of beginning.

The following portion of Lot 1, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 482.32 feet; thence South 72° 52' West 186.8 feet; thence North 02° 46' West 515.1 feet to the point of beginning.

The following portion of Lot 2, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 2; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 107.3 feet; thence South 72° 52' West 75.0 feet; thence North 02° 46' West 449.1 feet to the point of beginning.

The following portion of Lot 3, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 3; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 180.0 feet; thence North 02° 46' West 427.4 feet to the point of beginning.

Together with any vacated streets or portions thereof which would inure to the above by reason of the vacation thereof.

A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land 10.00 feet in width lying and adjacent to the Southerly boundary of that certain parcel as described in Book 207, Page 694, Deed Records of Coos County, Oregon, being the Southerly 10.00 feet of the said parcel.

SAVING AND EXCEPTING THEREFROM: Beginning at the NE 1/16th corner of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being a ¾ inch iron pipe level with the ground and located along side a 4 feet by 4 feet concrete structure; thence South 88° 04' 03" East along the 1/16th line running through the center of the NE ¼ of said Section 16 a distance of 325.25 feet to a 5/8 inch iron rod, said iron rod being the true point of beginning; thence South 03° 04' 03" West 94.13 feet to a 5/8 inch iron rod; thence South 76° 57' 37" East 234.56 feet to a 5/8 inch iron rod; thence South 62° 00' 24" East 101.58 feet to a 5/8 inch iron rod; thence North 60° 17' 39" East 114.79 feet to a 5/8 inch iron rod; thence North 89° 43' 32" East 148.98 feet to a 5/8 inch iron rod; thence North 89° 06' 28" East 200.13 feet to a 5/8 inch iron rod; thence North 86° 38' 09" East 98.46 feet to a 5/8 inch iron rod; thence North 27° 53' 11" East 54.7 feet, more or less, to the 1/16th line running through the center of the said NE ¼ of Section 16; thence Westerly along said 1/16th line 848 feet, more or less, to the true point of beginning.

Parcel C:

Parcel A: The SW ¼ of the SW ¼; the W 5/8 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The E ½ of the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16,

Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.6 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 15' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 648.4 feet to an iron rod post; thence South 72° 49' East 853.8 feet to an iron rod post; thence along the East boundary of the West 5/8 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.6 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

The NE ¼ of the SE ¼ and that portion of the SE ¼ of the SE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning 17 feet West of the Northeast corner of said SE ¼ of the SE ¼; thence East 17 feet; thence South along the Section line 17 feet; thence in a Northwesterly direction 24 feet, more or less, to the point of beginning.

The W ½ of the NW ¼ and the NW ¼ of the SW ¼ of Section 22, Township 29 South Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

The E ½ of the NE ¼; Government Lots 5, 6 and 7 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: The N ½ of the N ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the NW ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at an iron rod post which is 843.1 feet East and 356.0 feet South 21° 52' East from the Northwest corner of said NW ¼ of the NE ¼; thence East 230.2 feet to an iron rod post; thence South 21° 52' East 331.7 feet to an iron rod post; thence South 68° 06' West 200.0 feet to an iron rod post; thence along the East boundary of the State Highway No. 42 on a curve the long chord of which bears North 23° 44' West 417.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a point located due South 329.60 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.78 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 389.86 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

Parcel B: The N ½ of the N ¼ of the NE ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the

Willamette Meridian, Coos County, Oregon.

Parcel C: Beginning at a point located due South 329.80 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.78 feet; thence South 21° 30' East 458.18 feet; thence South 57° 48' East 331.29 feet; thence South 81° 29' East 432.48 feet; thence North 28° 23' 20" East 310.80 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1607.39 feet, the long chord of which bears North 37° 24' West 389.68 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 287.82 feet; thence due West 886.04 feet to the point of beginning.

Parcel D: The NW ¼ of the SW ¼ and the S ½ of the SW ¼ of Section 14, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel E: The NW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The NE ¼; the NE ¼ of the SE ¼ and the E ½ of the NW ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The SE ¼; the E ½ of the SW ¼; the NW ¼ of the SW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the NW ¼ of the NE ¼ of Section 27, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Middle Fork of the Coquille River.

That portion of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille-Roseburg Highway.

The NW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the SE ¼ of the SE ¼ and that portion of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille River.

SAVING AND EXCEPTING THEREFROM: That parcel of land heretofore deeded to James W. Carlisle by Deed recorded in Book 82, Page 527, Deed Records of Coos County, Oregon, described as follows: 16 acres lying in the Eastern part of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point where the Section line between Sections 23 and 26 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the Eastern boundary of the County Road, being the road generally known as the Myrtle Point-Roseburg County Road near Sugarloaf and the particular thereof known as the Pickthorn-Breuer Change, where the same was located during December 16, 1918 by the official road survey records of Coos County, Oregon; thence along the boundary of said road right of way Northerly to the point where said boundary line intersects the thread of that area stream commonly known as Mill Creek, stopping however short of said point, at a point on said road boundary line which is 10 feet away from the thread of said stream and at right angles thereto; thence Northerly and parallel with the thread of said stream and at a distance of 10 feet Easterly from the thread thereof to the North line of that 40 acre tract described as the SW ¼ of the SW ¼ of said Section 23; thence East along said North line of said 40 acre tract to the Northeast corner thereof; thence South along the East boundary of said 40 one

fourth of a mile, more or less, to the Southeast corner of said 40; thence West along the South boundary of said tract to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a 1 inch iron pipe driven in the ground at a point where the Section line between Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the South boundary line of the right of way of the Coos Bay-Roseburg Highway; thence Southwesterly along said boundary line of said highway 366 feet to a 1 inch iron pipe driven in the ground on said side of said right of way of said highway; thence South to the center of the Middle Fork of the Coquille River; thence up the center of said stream in a Southeasterly direction crossing said North and South Section line between said Sections 22 and 23 to the East and West Section line between Sections 23 and 28 of said Township and Range; thence East on said Section line between Sections 23 and 28 to the Southwesterly side of said right of way of the Coos Bay-Roseburg Highway; thence along the Southwesterly boundary line of said right of way to the point of beginning, said property being located in Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying with the County Road and the State Highway right of way.

SAVING AND EXCEPTING THEREFROM: Beginning at the quarter Section corner at the Southwest corner of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North on the quarter Section line 1080 feet; thence East 128 feet; thence South 29° 45' East 710 feet to the middle of the County Road; thence South 52° 45' West 260 feet; thence South 35° 40' West 360 feet to the Section line; thence West on the Section line 60 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land in the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and in the W ½ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the East boundary of the NW ¼ of the SW ¼ of said Section 23 from which the brass cap marking the center-west 1/16th corner of said Section 23 bears North 0° 45' 23" West a distance of 410.35 feet; thence North 88° 47' 21" West a distance of 80.03 feet to a 5/8 inch iron rod; thence continuing North 88° 47' 21" West a distance of 2019.02 feet to a 5/8 inch iron rod; thence South 40° 47' 49" West a distance of 782.49 feet to a 5/8 inch iron rod; thence South 4° 06' 11" West a distance of 767.84 feet to the Northerly boundary of Guerin Lane from which point a 5/8 inch iron rod bears South 4° 06' 11" West a distance of 3.93 feet; thence Southeasterly along said boundary a distance of 1988.57 feet, more or less, to a point 10 feet Easterly of Mill Creek measured at a right angle to the creek center line; thence upstream along a line 10 feet Easterly of Mill Creek measured at a right angle to its center line to a point on the North boundary of the SW ¼ of the SW ¼ of said Section 23 from which point a Witness Corner marked by a 5/8 inch iron rod bears North 42° 17' 30" West a distance of 20.11 feet; thence North 89° 23' 34" East a distance of 132.72 feet to a 5/8 inch iron rod marking the SW 1/16th corner of said Section 23; thence North 0° 48' 23" West a distance of 914.43 feet to the point of beginning.

RECORDATION REQUESTED BY:

Umpqua Bank
Coastal Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

**AFTER RECORDING
RETURN TO**

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

9171

WHEN RECORDED MAIL TO:

Umpqua Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Ronald C. LaFranchi
Kelly LaFranchi
580 N Central St
Coquille, OR 97423-1248

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated September 3, 2013, is made and executed between Ronald C. LaFranchi and Kelly LaFranchi, as tenants by the entirety, whose address is 580 N Central St, Coquille, OR 97423-1248 (referred to below as "Grantor") and Umpqua Bank, whose address is C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 (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 95811 Guerin Lane, Myrtle Point, OR 97458. The Property tax identification number is 1132100, 1134300, 1134200, 1134290, 1134100, 1133300, 1133390, 1133380, 1134500, 1135981, 1134502, 1157200, 1157100, 1157190, 1157101, 1159000, 1159090, 1158200, 1158290, 1157901, 1157991.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures the following described additional indebtedness: this Agreement (including any Deed of Trust in which this provision appears) secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Notwithstanding the foregoing, this Agreement (including any Deed of Trust in which this provision appears) does not secure a Ready Expressline or other line of credit of \$5,000 or less that is extended to Grantor in conjunction with opening a deposit account.

(Initial Here RLK)

REVOLVING LINE OF CREDIT. This Assignment secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

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

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

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:

**ASSIGNMENT OF RENTS
(Continued)**

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 and 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.

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. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

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

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**ASSIGNMENT OF RENTS
(Continued)**

Page 3

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, borrowed against, levied upon, seized, or attached.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of 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 Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or 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.

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. 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 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.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding and, upon request of either party, shall be arbitrated pursuant to the rules of (and by filing a claim with) Arbitration Service of Portland, Inc., in effect at the time the claim is filed. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining

**ASSIGNMENT OF RENTS
(Continued)**

Page 4

injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed 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.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment.

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

**ASSIGNMENT OF RENTS
(Continued)**

person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or 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 Ronald C. LaFranchi.

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

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Ronald C. LaFranchi and Kelly LaFranchi.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment. However, "Indebtedness" shall not include any liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, unless otherwise agreed in writing by Grantor and Lender.

Lender. The word "Lender" means Umpqua Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated September 3, 2013, in the original principal amount of **\$2,000,000.00** from Borrower 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, 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. THIS DOCUMENT IS EXECUTED ON SEPTEMBER 3, 2013.

GRANTOR:

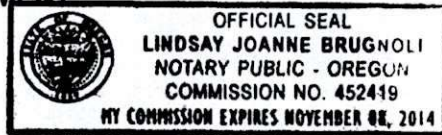
X 
Ronald C. LaFranchi

X 
Kelly LaFranchi

ASSIGNMENT OF RENTS
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF COOS)

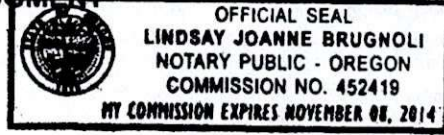


On this day before me, the undersigned Notary Public, personally appeared Ronald C. LaFranchi, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of September, 2013.
By Lindsay Joanne Brugnoli Residing at Oregon
Notary Public in and for the State of Oregon My commission expires 11-8-2014

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF COOS)



On this day before me, the undersigned Notary Public, personally appeared Kelly LaFranchi, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of September, 2013.
By Lindsay Joanne Brugnoli Residing at Oregon
Notary Public in and for the State of Oregon My commission expires 11-8-2014

PRELIMINARY REPORT

(Continued)

Order No.: 360613009171-TTCOO06

EXHIBIT "ONE"

PARCEL B:

Parcel B: A parcel of land situated in Government Lot 3 and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point which is 237.9 feet North and 681.7 feet East of the Southwest corner of said Government Lot 3; thence South $00^{\circ} 15'$ West and 12.9 feet passing through a $\frac{1}{4}$ inch pipe post and continue the same course a total distance of 379.7 feet to a $\frac{1}{4}$ inch pipe post; thence South $88^{\circ} 50'$ East 340.4 feet to a $\frac{1}{4}$ inch pipe post; thence North $00^{\circ} 15'$ East and at 128.0 feet passing through a $\frac{1}{4}$ inch pipe post and continue the same course a total distance of 146.3 feet; thence along the center of the County Road North $46^{\circ} 01'$ West 241.0 feet; thence along said center North $56^{\circ} 46'$ West 133.3 feet; thence along said center South $89^{\circ} 31'$ West 51.9 feet to the point of beginning.

Parcel C: The E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying between the North boundary of the above described parcel and the South boundary of the County Road.

SAVING AND EXCEPTING THEREFROM: That certain parcel of land conveyed by Wesley Guy and Laura Lee Guy to Cecil Ligons and Phyllis Ligons, husband and wife, by Deed recorded April 3, 1953 in Book 226, Page 50, Deed Records of Coos County, Oregon.

Parcel D: Beginning at a point on the South boundary of the County Road in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, which point is North of the Northwest corner of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 and which point is the Northwest corner of a parcel of land conveyed by A. T. Train and Iva Train, husband and wife, to Wesley Guy and Laura Lee Guy, husband and wife, by Deed recorded July 14, 1951 in Book 210, Page 680, Deed Records of Coos County, Oregon; thence South along the West line of said parcel of land 115 feet; thence East 172 feet; thence North 102 feet, more or less, to the South boundary of the County Road; thence in a Westerly direction along the South boundary of the County Road to the point of beginning.

Parcel E: A parcel of land situated in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a $\frac{1}{4}$ inch pipe post which is 271.3 feet North $00^{\circ} 15'$ East from the Southwest corner of said Government Lot 3; thence North $00^{\circ} 15'$ East 160.9 feet along the West boundary of said Government Lot 3 to a $\frac{1}{4}$ inch pipe; thence South $71^{\circ} 07'$ East 179.6 feet to a 1 inch pipe post; thence South $01^{\circ} 12'$ East 103.5 feet to a $\frac{1}{4}$ inch pipe post; thence North $89^{\circ} 45'$ West 172.9 feet to the point of beginning.

Beginning at a $\frac{1}{4}$ inch pipe post which is 53.30 feet North $00^{\circ} 15'$ East from the Southwest corner of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North $00^{\circ} 15'$ East 220.00 feet to a $\frac{1}{4}$ inch pipe post; thence South $89^{\circ} 45'$ East 172.80 feet to a $\frac{1}{4}$ inch pipe post; thence South $34^{\circ} 58'$ East 47.50 feet to a $\frac{1}{4}$ inch pipe post; thence South $00^{\circ} 15'$ West 181.00 feet to a 1 $\frac{1}{2}$ inch pipe post; thence North $89^{\circ} 45'$ West 200.00 feet to the point of beginning.

Parcel F: Beginning at the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 795 feet along the South boundary of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence Northerly 270 feet, more or less, to the

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCC006

Southwest corner of a parcel conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 203, Deed Records of Coos County, Oregon; thence North 68° 51' East 170 feet; thence North 21° 09' West 160.3 feet; thence North 72° 11' East 29 feet; thence Northerly 57 feet along the East boundary of a parcel of land conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 480, Deed Records of Coos County, Oregon; thence Easterly along the South boundary of the County Road to the East boundary of the NW ¼ of the NW ¼ of said Section 15; thence South 595 feet to the point of beginning.

Parcel G: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 15' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 653.6 feet to an iron rod post; thence along the East boundary of the West 5/6 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.6 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

Parcel H: A parcel of land situated in Government Lot 3; the SE ¼ of the NW ¼ and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Government Lot 3; thence North 00° 15' East 51.3 feet to a ¾ inch pipe post; thence South 89° 45' East 200 feet to a 1 ¼ inch pipe post; thence North 00° 15' East 181 feet; thence North 34° 58' West 47.5 feet to a ¾ inch pipe post; thence North 01° 12' West 103.5 feet to a 1 inch pipe post; thence South 80° 59' East 95.3 feet; thence South 69° 03' East 340.9 feet; thence North 89° 31' East 97.5 feet; thence South 00° 15' West 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence South 00° 15' West 1192.0 feet to the East and West quarter Section line; thence North 88° 50' West 1021.4 feet to the Southwest corner of the SE ¼ of the NW ¼ of said Section 15; thence North 00° 15' East 1320 feet to the point of beginning.

The East 1/6 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel K: A parcel of land situated in the SW ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SW ¼ of the NE ¼; thence South 02° 46' East 562.4 feet; thence along the North boundary of a road on the following courses: South 66° 59' West 90.0 feet; North 89° 10' West 125.0 feet; South 78° 37' West 220.0 feet; South 51° 37' West 108.9 feet; thence North 01° 06' West 700.0 feet to a pipe post; thence North 89° 16' East 495.24 feet to the point of beginning.

The following portion of Lot 1, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 462.32 feet; thence South 72° 52' West 186.8 feet; thence North 02° 46' West 515.1 feet to the point of beginning.

The following portion of Lot 2, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 2; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 107.3 feet; thence South 72° 52' West 75.0 feet; thence North 02° 46' West 449.1 feet to the point of beginning.

The following portion of Lot 3, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows:

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCOO06

Beginning at the Northwest corner of said Lot 3; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 180.0 feet; thence North 02° 46' West 427.4 feet to the point of beginning.

Together with any vacated streets or portions thereof which would inure to the above by reason of the vacation thereof.

A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land 10.00 feet in width lying and adjacent to the Southerly boundary of that certain parcel as described in Book 207, Page 694, Deed Records of Coos County, Oregon, being the Southerly 10.00 feet of the said parcel.

SAVING AND EXCEPTING THEREFROM: Beginning at the NE 1/16th corner of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being a ¼ inch iron pipe level with the ground and located along side a 4 feet by 4 feet concrete structure; thence South 88° 04' 03" East along the 1/16th line running through the center of the NE ¼ of said Section 16 a distance of 325.25 feet to a 5/8 inch iron rod, said iron rod being the true point of beginning; thence South 03° 04' 03" West 94.13 feet to a 5/8 inch iron rod; thence South 76° 57' 37" East 234.56 feet to a 5/8 inch iron rod; thence South 62° 00' 24" East 101.58 feet to a 5/8 inch iron rod; thence North 60° 17' 39" East 114.79 feet to a 5/8 inch iron rod; thence North 69° 43' 32" East 146.98 feet to a 5/8 inch iron rod; thence North 89° 06' 28" East 200.13 feet to a 5/8 inch iron rod; thence North 86° 38' 09" East 96.46 feet to a 5/8 inch iron rod; thence North 27° 53' 11" East 54.7 feet, more or less, to the 1/16th line running through the center of the said NE ¼ of Section 16; thence Westerly along said 1/16th line 848 feet, more or less, to the true point of beginning.

Parcel C:

Parcel A: The SW ¼ of the SW ¼; the W 5/6 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The E ½ of the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 15' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 653.6 feet to an iron rod post; thence along the East boundary of the West 5/6 of the said SW ¼ of the NW ¼ of said

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCC006

Section 15 North 01° 10' West 375.6 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

The NE ¼ of the SE ¼ and that portion of the SE ¼ of the SE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning 17 feet West of the Northeast corner of said SE ¼ of the SE ¼; thence East 17 feet; thence South along the Section line 17 feet; thence in a Northwesterly direction 24 feet, more or less, to the point of beginning.

The W ½ of the NW ¼ and the NW ¼ of the SW ¼ of Section 22, Township 29 South Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

The E ½ of the NE ¼; Government Lots 5, 6 and 7 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: The N ½ of the N ½ of the N ½ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the NW ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at an iron rod post which is 643.1 feet East and 355.0 feet South 21° 52' East from the Northwest corner of said NW ¼ of the NE ¼; thence East 230.2 feet to an iron rod post; thence South 21° 52' East 331.7 feet to an iron rod post; thence South 68° 08' West 200.0 feet to an iron rod post; thence along the East boundary of the State Highway No. 42 on a curve the long chord of which bears North 23° 44' West 417.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.78 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

Parcel B: The N ½ of the N ½ of the NE ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel C: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.76 feet; thence South 21° 30' East 459.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.60 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 369.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

Parcel D: The NW ¼ of the SW ¼ and the S ½ of the SW ¼ of Section 14, Township 29 South, Range 12 West

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCOO06

of the Willamette Meridian, Coos County, Oregon.

Parcel E: The NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The NE $\frac{1}{4}$; the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The SE $\frac{1}{4}$; the E $\frac{1}{2}$ of the SW $\frac{1}{4}$; the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Middle Fork of the Coquille River.

That portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille-Roseburg Highway.

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille River.

SAVING AND EXCEPTING THEREFROM: That parcel of land heretofore deeded to James W. Carlisle by Deed recorded in Book 82, Page 527, Deed Records of Coos County, Oregon, described as follows: 15 acres lying in the Eastern part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point where the Section line between Sections 23 and 26 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the Eastern boundary of the County Road, being the road generally known as the Myrtle Point-Roseburg County Road near Sugarloaf and the particular thereof known as the Pickthorn-Breuer Change, where the same was located during December 16, 1916 by the official road survey records of Coos County, Oregon; thence along the boundary of said road right of way Northerly to the point where said boundary line intersects the thread of that small stream commonly known as Mill Creek, stopping however short of said point, at a point on said road boundary line which is 10 feet away from the thread of said stream and at right angles thereto; thence Northerly and parallel with the thread of said stream and at a distance of 10 feet Easterly from the thread thereof to the North line of that 40 acre tract described as the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 23; thence East along said North line of said 40 acre tract to the Northeast corner thereof; thence South along the East boundary of said 40 one fourth of a mile, more or less, to the Southeast corner of said 40; thence West along the South boundary of said tract to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a 1 inch iron pipe driven in the ground at a point where the Section line between Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the South boundary line of the right of way of the Coos Bay-Roseburg Highway; thence Southwesterly along said boundary line of said highway 356 feet to a 1 inch iron pipe driven in the ground on said side of said right of way of said highway; thence South to the center of the Middle Fork of the Coquille River; thence up the center of said stream in a Southeasterly direction crossing said North and South Section line between said Sections 22 and 23 to the East and West Section line between Sections 23 and 26 of said Township and Range; thence East on said Section line between Sections 23 and 26 to the Southwesterly side of said right of way of the Coos Bay-Roseburg Highway; thence along the Southwesterly boundary line of said right of way to the point of beginning, said property being located in Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

FDOR0212.rdw

PRELIMINARY REPORT
(Continued)

Order No.: 360613009171-TTCCOO06

SAVING AND EXCEPTING THEREFROM: Any portion lying with the County Road and the State Highway right of way.

SAVING AND EXCEPTING THEREFROM: Beginning at the quarter Section corner at the Southwest corner of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North on the quarter Section line 1060 feet; thence East 126 feet; thence South 29° 45' East 710 feet to the middle of the County Road; thence South 52° 45' West 260 feet; thence South 35° 40' West 360 feet to the Section line; thence West on the Section line 50 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land in the SE 1/4 of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and in the W 1/2 of the SW 1/4 of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the East boundary of the NW 1/4 of the SW 1/4 of said Section 23 from which the brass cap marking the center-west 1/16th corner of said Section 23 bears North 0° 45' 2 3" West a distance of 410.35 feet; thence North 88° 47' 21" West a distance of 50.03 feet to a 5/8 inch iron rod; thence continuing North 88° 47' 21" West a distance of 201 9.02 feet to a 5/8 inch iron rod; thence South 49° 47' 49" West a distance of 782.49 feet to a 5/8 inch iron rod; thence South 4° 06' 11" West a distance of 767.84 feet to the Northerly boundary of Guerin Lane from which point a 5/8 inch iron rod bears South 4° 06' 11" West a distance of 3.93 feet; thence Southeasterly along said boundary a distance of 1988.57 feet, more or less, to a point 10 feet Easterly of Mill Creek measured at a right angle to the creek center line; thence upstream along a line 10 feet Easterly of Mill Creek measured at a right angle to its center line to a point on the North boundary of the SW 1/4 of the SW 1/4 of said Section 23 from which point a Witness Corner marked by a 5/8 inch iron rod bears North 42° 17' 30" West a distance of 20.11 feet; thence North 89° 23' 34" East a distance of 132.72 feet to a 5/8 inch iron rod marking the SW 1/16th corner of said Section 23; thence North 0° 45' 23" West a distance of 914.43 feet to the point of beginning.

FDOR0212.rdw



1014363111



8794966
05/24/11 11:36 AM
OR Sec. of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone:(800) 331-3282 Fax: (818) 662-4141		COOS COUNTY, OREGON 2019-01582	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071		14413 UMPQUA BANK	\$116.00 02/27/2019 11:49:00 AM DEBBIE HELLER, CCC, COOS COUNTY CLERK Pgs=7
		28412276	
		OROR	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

300 West Anderson Ave. - Box 1075
Ticor Title Company
Cops Bay OR 97420-0233

AFTER RECORDING
RETURN TO

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME
LaFranchi

FIRST NAME
Kelly

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
580 N Central St

CITY
Coquille

STATE
OR

POSTAL CODE
97423-1248

COUNTRY
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any
 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME
LaFranchi

FIRST NAME
Ronald

MIDDLE NAME
C.

SUFFIX

2c. MAILING ADDRESS
580 N Central St

CITY
Coquille

STATE
OR

POSTAL CODE
97423

COUNTRY
USA

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Umpqua Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
C/O Loan Support Services

CITY
Roseburg

STATE
OR

POSTAL CODE
97470

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

Inventory, Chattel Paper, Accounts, General Intangibles and Fixtures, together with all Timber, Logs, Chips and Wood Products; all contracts, permits, licenses, access agreements, deposits, road credits and other contract rights relating in any way to logging, sale, purchase and/or removal of timber from the following described property: See Exhibit "One"; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds)

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

28412276

68695025

DOC PREP FEE

EXHIBIT "ONE"

PARCEL B:

Parcel B: A parcel of land situated in Government Lot 3 and the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point which is 237.9 feet North and 681.7 feet East of the Southwest corner of said Government Lot 3; thence South 00° 15' West and 12.9 feet passing through a ¾ inch pipe post and continue the same course a total distance of 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence North 00° 15' East and at 128.0 feet passing through a ¾ inch pipe post and continue the same course a total distance of 146.3 feet; thence along the center of the County Road North 48° 01' West 241.0 feet; thence along said center North 56° 48' West 133.3 feet; thence along said center South 88° 31' West 51.9 feet to the point of beginning.

Parcel C: The E ½ of the E ½ of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying between the North boundary of the above described parcel and the South boundary of the County Road.

SAVING AND EXCEPTING THEREFROM: That certain parcel of land conveyed by Wesley Guy and Laura Lee Guy to Cecil Ligons and Phyllis Ligons, husband and wife, by Deed recorded April 3, 1953 in Book 228, Page 60, Deed Records of Coos County, Oregon.

Parcel D: Beginning at a point on the South boundary of the County Road in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, which point is North of the Northwest corner of the E ½ of the E ½ of the SE ¼ of the NW ¼ of said Section 15 and which point is the Northwest corner of a parcel of land conveyed by A. T. Train and Iva Train, husband and wife, to Wesley Guy and Laura Lee Guy, husband and wife, by Deed recorded July 14, 1951 in Book 210, Page 680, Deed Records of Coos County, Oregon; thence South along the West line of said parcel of land 116 feet; thence East 172 feet; thence North 102 feet, more or less, to the South boundary of the County Road; thence in a Westerly direction along the South boundary of the County Road to the point of beginning.

Parcel E: A parcel of land situated in Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a ¾ inch pipe post which is 271.3 feet North 00° 15' East from the Southwest corner of said Government Lot 3; thence North 00° 15' East 180.9 feet along the West boundary of said Government Lot 3 to a ¾ inch pipe; thence South 71° 07' East 179.5 feet to a 1 inch pipe post; thence South 01° 12' East 103.5 feet to a ¾ inch pipe post; thence North 89° 45' West 172.9 feet to the point of beginning.

Beginning at a ¾ inch pipe post which is 63.30 feet North 00° 15' East from the Southwest corner of Government Lot 3 of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 00° 15' East 220.00 feet to a ¾ inch pipe post; thence South 89° 45' East 172.80 feet to a ¾ inch pipe post; thence South 34° 58' East 47.60 feet to a ¾ inch pipe post; thence South 00° 15' West 181.00 feet to a 1 ½ inch pipe post; thence North 89° 45' West 200.00 feet to the point of beginning.

Parcel F: Beginning at the Southeast corner of the NW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence Westerly 795 feet along the South boundary of the NW ¼ of the NW ¼ of said Section 15; thence Northerly 270 feet, more or less, to the Southwest corner of a parcel conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 203, Deed Records of Coos County, Oregon; thence North 88° 51' East 170 feet; thence North 21° 09' West 180.3 feet; thence North 72° 11' East 29 feet; thence Northerly 57 feet along the East boundary of a parcel of land conveyed to the City of Myrtle Point, by Deed recorded in Book 40, Page 480, Deed Records of Coos County, Oregon; thence Easterly along the South boundary of the County Road to the East boundary of the NW ¼ of the NW ¼ of said Section 15; thence South 595 feet to the point of beginning.

Parcel G: A parcel of land situated in the SE ¼ of the NE ¼ of Section 18, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.5 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 16' East 210.9 feet to a pipe post; thence North 79° 44' East 528.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 663.8 feet to an iron rod post; thence along the East boundary of the West 5/8 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.8 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

Parcel H: A parcel of land situated in Government Lot 3; the SE ¼ of the NW ¼ and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Government Lot 3; thence North 00° 15' East 61.3 feet to a ¾ inch pipe post; thence South 89° 45' East 200 feet to a 1 ¼ inch pipe post; thence North 00° 15' East 181 feet; thence North 34° 58' West 47.5 feet to a ¾ inch pipe post; thence North 01° 12' West 103.5 feet to a 1 inch pipe post; thence South 80° 59' East 85.3 feet; thence South 69° 03' East 340.9 feet; thence North 89° 31' East 97.5 feet; thence South 00° 15' West 379.7 feet to a ¾ inch pipe post; thence South 88° 50' East 340.4 feet to a ¾ inch pipe post; thence South 00° 15' West 1192.0 feet to the East and West quarter Section line; thence North 88° 50' West 1021.4 feet to the Southwest corner of the SE ¼ of the NW ¼ of said Section 15; thence North 00° 15' East 1320 feet to the point of beginning.

The East 1/8 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel K: A parcel of land situated in the SW ¼ of the NE ¼ of Section 18, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SW ¼ of the NE ¼; thence South 02° 46' East 562.4 feet; thence along the North boundary of a road on the following courses: South 86° 59' West 80.0 feet; North 88° 10' West 125.0 feet; South 78° 37' West 220.0 feet; South 51° 37' West 108.9 feet; thence North 91° 06' West 700.0 feet to a pipe post; thence North 88° 16' East 496.24 feet to the point of beginning.

The following portion of Lot 1, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 462.32 feet; thence South 72° 52' West 186.8 feet; thence North 02° 46' West 515.1 feet to the point of beginning.

The following portion of Lot 2, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 2; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 107.3 feet; thence South 72° 52' West 75.0 feet; thence North 02° 46' West 449.1 feet to the point of beginning.

The following portion of Lot 3, Wimer's Addition to Myrtle Point, Coos County, Oregon, described as follows: Beginning at the Northwest corner of said Lot 3; thence North 89° 16' East 180.0 feet; thence South 02° 46' East 427.82 feet; thence South 89° 24' West 180.0 feet; thence North 02° 46' West 427.4 feet to the point of beginning.

Together with any vacated streets or portions thereof which would inure to the above by reason of the vacation thereof.

A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land 10.00 feet in width lying and adjacent to the Southerly boundary of that certain parcel as described in Book 207, Page 694, Deed Records of Coos County, Oregon, being the Southerly 10.00 feet of the said parcel.

SAVING AND EXCEPTING THEREFROM: Beginning at the NE 1/16th corner of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being a ¼ inch iron pipe level with the ground and located along side a 4 feet by 4 feet concrete structure; thence South 88° 04' 03" East along the 1/16th line running through the center of the NE ¼ of said Section 16 a distance of 325.25 feet to a 5/8 inch iron rod, said iron rod being the true point of beginning; thence South 03° 04' 03" West 94.13 feet to a 5/8 inch iron rod; thence South 76° 57' 37" East 234.58 feet to a 5/8 inch iron rod; thence South 62° 00' 24" East 101.58 feet to a 5/8 inch iron rod; thence North 60° 17' 39" East 114.79 feet to a 5/8 inch iron rod; thence North 89° 43' 32" East 146.98 feet to a 5/8 inch iron rod; thence North 89° 06' 28" East 200.13 feet to a 5/8 inch iron rod; thence North 86° 38' 09" East 98.48 feet to a 5/8 inch iron rod; thence North 27° 53' 11" East 54.7 feet, more or less, to the 1/16th line running through the center of the said NE ¼ of Section 16; thence Westerly along said 1/16th line 848 feet, more or less, to the true point of beginning.

Parcel C:

Parcel A: The SW ¼ of the SW ¼; the W 5/8 of the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The E ½ of the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northeast corner of the said SE ¼ of the NE ¼; thence along the 1/16th line West 40 rods; thence South 13.33 rods; thence East 40 rods; thence North 13.33 rods to the point of beginning.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the SE ¼ of the NE ¼ of Section 16,

Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and the SW ¼ of the NW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of the said SW ¼ of the NW ¼ of said Section 15; thence along the West boundary of said Section 15 South 01° 44' East 220.0 feet to a pipe post; thence North 88° 28' West 684.6 feet to a pipe post; thence along the East boundary of Wimer's Addition to Myrtle Point, Coos County, Oregon South 02° 15' East 210.9 feet to a pipe post; thence North 79° 44' East 529.1 feet to an iron rod post; thence North 81° 42' East 646.4 feet to an iron rod post; thence South 72° 49' East 853.8 feet to an iron rod post; thence along the East boundary of the West 5/8 of the said SW ¼ of the NW ¼ of said Section 15 North 01° 10' West 375.6 feet; thence along the North boundary of the said SW ¼ of the NW ¼ North 87° 49' West 1108.2 feet to the point of beginning.

The NE ¼ of the SE ¼ and that portion of the SE ¼ of the SE ¼ of Section 16, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning 17 feet West of the Northeast corner of said SE ¼ of the SE ¼; thence East 17 feet; thence South along the Section line 17 feet; thence in a Northwesterly direction 24 feet, more or less, to the point of beginning.

The W ½ of the NW ¼ and the NW ¼ of the SW ¼ of Section 22, Township 29 South Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

The E ½ of the NE ¼; Government Lots 5, 6 and 7 of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: The N ½ of the N ¼ of the N ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: A parcel of land situated in the NW ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at an iron rod post which is 843.1 feet East and 356.0 feet South 21° 52' East from the Northwest corner of said NW ¼ of the NE ¼; thence East 230.2 feet to an iron rod post; thence South 21° 52' East 331.7 feet to an iron rod post; thence South 68° 08' West 200.0 feet to an iron rod post; thence along the East boundary of the State Highway No. 42 on a curve the long chord of which bears North 23° 44' West 417.7 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 08' East 580.78 feet; thence South 21° 30' East 462.16 feet; thence South 57° 46' East 331.29 feet; thence South 81° 29' East 432.46 feet; thence North 28° 23' 20" East 310.80 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 389.66 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 696.04 feet to the point of beginning.

EXCEPTING THEREFROM: Any portion lying within the Coos Bay-Roseburg Highway right of way.

Parcel B: The N ½ of the N ¼ of the NE ¼ of the NE ¼ of Section 21, Township 29 South, Range 12 West of the

Willamette Meridian, Coos County, Oregon.

Parcel C: Beginning at a point located due South 329.50 feet from the iron pipe at the North quarter corner of Section 21, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 14° 06' East 580.78 feet; thence South 21° 30' East 458.18 feet; thence South 57° 48' East 331.29 feet; thence South 81° 29' East 432.48 feet; thence North 28° 23' 20" East 310.80 feet to the right of way line of the State Highway; thence along said highway right of way along a curve to the right having a radius of 1507.39 feet, the long chord of which bears North 37° 24' West 389.58 feet; thence North 18° 40' West 410.55 feet; thence North 22° 23' West 297.82 feet; thence due West 806.04 feet to the point of beginning.

Parcel D: The NW ¼ of the SW ¼ and the S ½ of the SW ¼ of Section 14, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel E: The NW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The NE ¼; the NE ¼ of the SE ¼ and the E ½ of the NW ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

The SE ¼; the E ½ of the SW ¼; the NW ¼ of the SW ¼ of Section 15, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the NW ¼ of the NE ¼ of Section 27, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Middle Fork of the Coquille River.

That portion of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille-Roseburg Highway.

The NW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

That portion of the SE ¼ of the SE ¼ and that portion of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying North of the Coquille River.

SAVING AND EXCEPTING THEREFROM: That parcel of land heretofore deeded to James W. Carlisle by Deed recorded in Book 82, Page 527, Deed Records of Coos County, Oregon, described as follows: 15 acres lying in the Eastern part of the SW ¼ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, being more particularly described as follows: Beginning at a point where the Section line between Sections 23 and 26 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the Eastern boundary of the County Road, being the road generally known as the Myrtle Point-Roseburg County Road near Sugarcof and the particular thereof known as the Pickthorn-Brauer Change, where the same was located during December 16, 1918 by the official road survey records of Coos County, Oregon; thence along the boundary of said road, right of way Northerly to the point where said boundary line intersects the thread of that same stream commonly known as Mill Creek, stopping however short of said point, at a point on said road boundary line which is 10 feet away from the thread of said stream and at right angles thereto; thence Northerly and parallel with the thread of said stream and at a distance of 10 feet Easterly from the thread thereof to the North line of that 40 acre tract described as the SW ¼ of the SW ¼ of said Section 23; thence East along said North line of said 40 acre tract to the Northeast corner thereof; thence South along the East boundary of said 40 one

fourth of a mile, more or less, to the Southeast corner of said 40; thence West along the South boundary of said tract to the point of beginning.

SAVING AND EXCEPTING THEREFROM: Beginning at a 1 inch iron pipe driven in the ground at a point where the Section line between Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon intersects the South boundary line of the right of way of the Coos Bay-Roseburg Highway; thence Southwesterly along said boundary line of said highway 366 feet to a 1 inch iron pipe driven in the ground on said side of said right of way of said highway; thence South to the center of the Middle Fork of the Coquille River; thence up the center of said stream in a Southeasterly direction crossing said North and South Section line between said Sections 22 and 23 to the East and West Section line between Sections 23 and 26 of said Township and Range; thence East on said Section line between Sections 23 and 28 to the Southwesterly side of said right of way of the Coos Bay-Roseburg Highway; thence along the Southwesterly boundary line of said right of way to the point

of beginning, said property being located in Sections 22 and 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Any portion lying with the County Road and the State Highway right of way.

SAVING AND EXCEPTING THEREFROM: Beginning at the quarter Section corner at the Southwest corner of the SW ¼ of the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North on the quarter Section line 1060 feet; thence East 126 feet; thence South 29° 45' East 710 feet to the middle of the County Road; thence South 82° 45' West 260 feet; thence South 35° 40' West 360 feet to the Section line; thence West on the Section line 60 feet to the point of beginning.


SAVING AND EXCEPTING THEREFROM: A parcel of land in the SE ¼ of Section 22, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, and in the W ½ of the SW ¼ of Section 23, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the East boundary of the NW ¼ of the SW ¼ of said Section 23 from which the brass cap marking the center-west 1/16th corner of said Section 23 bears North 0° 45' 23" West a distance of 410.35 feet; thence North 88° 47' 21" West a distance of 50.03 feet to a 5/8 inch iron rod; thence continuing North 88° 47' 21" West a distance of 2019.02 feet to a 5/8 inch iron rod; thence South 40° 47' 49" West a distance of 782.49 feet to a 5/8 inch iron rod; thence South 4° 06' 11" West a distance of 757.84 feet to the Northerly boundary of Guerin Lane from which point a 5/8 inch iron rod bears South 4° 06' 11" West a distance of 3.83 feet; thence Southeasterly along said boundary a distance of 1988.57 feet, more or less, to a point 10 feet Easterly of Mill Creek measured at a right angle to the creek center line; thence upstream along a line 10 feet Easterly of Mill Creek measured at a right angle to its center line to a point on the North boundary of the SW ¼ of the SW ¼ of said Section 23 from which point a Witness Corner marked by a 5/8 inch iron rod bears North 42° 17' 30" West a distance of 20.11 feet; thence North 89° 23' 34" East a distance of 132.72 feet to a 5/8 inch iron rod marking the SW 1/16th corner of said Section 23; thence North 0° 45' 23" West a distance of 914.43 feet to the point of beginning.

After recording return to:
Tonia L Casady
1785 Oak St
W.A. OR 97148

State of Oregon for the County of Coos
I certify that this is a true and correct copy of
a document in the possession of the court
administrator for the Coos County Circuit Court.
Dated 12-17-19 [Signature]
Court Administrator or Designee

FILED
3 JUN 15 10:59
COOS COUNTY COURT
111 1st Street

IN THE CIRCUIT COURT OF THE STATE OREGON
FOR THE COUNTY OF COOS

10	JAMES SMITH,	)	Case No.: 10CV0837
11	Plaintiff,)	
12	v.	)	LIMITED JUDGMENT REGARDING
13		)	DEFENDANTS LA FRANCHI AND
14	RONALD C. LA FRANCHI, KELLY LA	)	DEFENDANTS BARONE SETTLEMENT
15	FRANCHI, GARY J. BARONE, DALINDA	)	OF ALL CLAIMS AGAINST EACH OTHER
16	BARONE, SANDRA MILLER-RYAN,	)	Coos County, Oregon 2019-11470
17	DONALD W. RYAN, STEVEN L. HEBERT,	)	\$156.00 12/18/2019 09:30 AM
18	KATHY A. HEBERT, LAURIE SUE	)	Pgs=15
19	POWRIE, and ARLENE GUERIN)	
	Defendants.	)	00106878201900114700150158
		)	Debbie Heller, CCC, Coos County Clerk

This matter came before the Honorable Paula Bechtold at trial consisting of six days on March 21, 22, 26-29, 2012. Appearing for Defendants La Franchi was Gilbert B. Feibleman, Ronald Yockim, and Frederick J. Carleton, appearing for Defendant Powrie was Sarah Liljefelt and Laura Schroeder, for Defendants Hebert was William McDaniel, appearing for pro-se Defendants Barone was Dalinda Barone, and pro-se Defendant Donald Ryan was present.

Defendants BARONE and Defendants LA FRANCHI reached a settlement of their mutual claims during the trial in the above matter and have reduced that settlement to a written document. The court having been presented with this form of Limited Judgment, having reviewed the records and documents on file herein, and being fully advised in the premises, makes the following findings:

I. Defendants Gary J. Barone and Dalinda Barone (hereafter referred to as "BARONES") have fully settled any and all claims, known or unknown, they have against

LIMITED JUDGMENT REGARDING DEFENDANTS LA
FRANCHI AND DEFENDANTS BARONES
SETTLEMENT OF ALL CLAIMS AGAINST EACH
OTHER- 1

Carleton Law Offices
Attorneys at Law
P.O. Box 38, Bandon, OR 97411
(541) 347-2468, FAX: (541) 347-6198

1 Defendants Ronald C. La Franchi and Kelly La Franchi (hereafter referred to as "LA
2 FRANCHIS").

3 2. Any and all claims BARONES have against LA FRANCHIS in this litigation
4 are dismissed. In particular BARONES have no easement, license or similar rights to the LA
5 FRANCHIS property now or in the future, nor do they have any rights to the white LA
6 FRANCHI spur line. Nor do they have any damage claims.

7 3. Defendants LA FRANCHI shall provide water to Defendants BARONE under
8 the terms and conditions of their written Settlement Agreement attached hereto. Said right to
9 water goes with the land. In other words, should BARONE sell their property, the only rights
10 to water a purchaser would have would be those rights afforded herein.

11 4. BARONES have disclaimed all interest, known or unknown, in the Kern/T.M.
12 Stover Pipeline and all licenses or easements of any kind, and theory, express or otherwise in
13 the Kern/T.M. Stover Pipeline over and across the LA FRANCHIS' property and all the water
14 delivery system associated with the Kern/T.M. Stover Line. In other words they have
15 disclaimed any interest in the pipeline and claims which were the subject of "the litigation"
16 described herein pertaining to the recorded 1926 Agreement.

17 5. Any and all claims LA FRANCHIS have against BARONES in this litigation
18 are dismissed. In particular LA FRANCHIS have no easement, license or similar rights to the
19 BARONES property. Nor do they have any damage claims.

20 NOW THEREFORE

21 **IT IS HEREBY ORDERED AND ADJUDGED:**

22 1. Defendants BARONES' claims against Defendants LA FRANCHI, including
23 those previously dismissed, are dismissed with prejudice and without costs to any party;

24 2. Defendants LA FRANCHIS' claims against Defendants BARONE, including
25 those previously dismissed, are dismissed with prejudice and without costs to any party;

26 3. All claims filed between the parties of LA FRANCHIS and BARONES are
27 dismissed and are resolved by the settlement attached hereto and incorporated herein by
28 reference as Exhibit A (hereafter the "Settlement Agreement");

29 4. Defendants BARONE shall have no easement, license or other similar right to
30 enter on to, over or across the LA FRANCHIS' property or to access the Kern/ T.M. Stover

LIMITED JUDGMENT REGARDING DEFENDANTS LA
FRANCHIS AND DEFENDANTS BARONES
SETTLEMENT OF ALL CLAIMS AGAINST EACH
OTHER- 2

Carlton Law Offices
Attorneys at Law
P.O. Box 38, Bandon, OR 97411
(541) 347-2468, FAX: (541) 347-6198

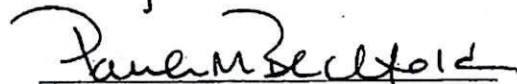
1 Pipeline, which resides on the LA FRANCHI property except as provided for in writing
2 between the parties in the future.

3 5. Defendants LA FRANCHI shall have no easement, license or other similar right
4 to enter on to the BARONE property, except as provided for in writing between the parties.

5 6. Defendants BARONE specifically disclaim any and all interest in the white LA
6 FRANCHI spur.

7 7. Defendants BARONE specifically disclaim any and all interest in the Kern/T.M.
8 Stover Pipeline.

9 DATED: this 14 day of January, ~~2012~~ 2013

10 
11 Paula M. Bechtold
12 CIRCUIT COURT JUDGE

13 **Submitted by:**

14 Carleton Law Offices
15 Frederick J. Carleton, OSB#771356
16 P.O. Box 38, Bandon, Oregon 97411
17 (541) 347-2468; Fax: (541) 347-6198
carllaw@mycomspan.com

18 /s/ Gilbert B. Feibleman
19 Gilbert B. Feibleman, OSB #761320
20 Feibleman & Case P.C.
21 Of Attorneys for Defendants La Franchi
22 Phone 503.399.9218; Fax 503.589.0159
23 gil@feiblemancase.com
24
25
26
27
28
29
30

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

IN THE CIRCUIT COURT OF THE STATE OREGON
FOR THE COUNTY OF COOS

JAMES SMITH,	) Case No.: 10CV0837
)
Plaintiff,	) SETTLEMENT AGREEMENT OF ALL
	) CLAIMS BETWEEN DEFENDANTS LA
v.	) FRANCHIS AND DEFENDANTS
	) BARONES
RONALD C. LA FRANCHIS and)
KELLY LA FRANCHIS, GARY J.)
BARONES, DALINDA BARONES,)
SANDRA MILLER-RYAN, DONALD W.)
RYAN, STEVEN L. HEBERT, KATHY A.)
HEBERT, LAURIE SUE POWRIE, and)
ARLENE GUERIN.)
)
Defendants.)

BARONES-LA FRANCHIS

RECITALS:

1. The parties to this agreement are GARY J. BARONE and DALINDA BARONE ("BARONES"), and RONALD C. LA FRANCHI and KELLY LA FRANCHI ("LA FRANCHIS").
2. BARONES and LA FRANCHIS are co-defendants in the case set out in the caption of this Settlement Agreement, Coos County Circuit Court Case No. 10CV0837 ("the litigation").

1 3. BARONES and LA FRANCHIS want to settle between each other all their claims aside
2 from the courts award, if any, of ownership interest in the OWRD Certificate No. 6424,
3 and to do this they have reached this Settlement Agreement set out herein.

4
5 4. It is the intent of the Parties that this Agreement shall remain appurtenant to the real
6 property of the parties, and shall be binding on their heirs, assigns, and successors in
7 interest, particularly to the LA FRANCHI parcel, more fully described as:

8 Beginning at the quarter section corner at the Southwest corner of the SW ¼
9 of the SE ¼ of Section 22, Township 29 South, Range 12 West of the
10 Willamette Meridian, Coos County, Oregon; and running thence North on the
11 quarter section line 1060 feet; thence East 126 feet; thence South 29 degrees
12 45' East 710 feet to the middle of the County Road; thence South 52 degrees
13 45' West 260 feet; thence South 35 degrees 40' West 360 feet to the Section
14 line; thence West on Section line 50 feet to the place of beginning; excepting
15 therefrom the following strip of land 30 feet wide lying 30 feet to the left and
16 North of the centerline of the Coos Bay-Roseburg Highway in Section 22,
17 Township 29 South, Range 12 West of the Willamette Meridian, Coos County,
18 Oregon, described as follows: Beginning at a point 25 feet North of the
19 quarter section corner between Sections 22 and 27, Township 29 South, Range
20 12 West of the Willamette Meridian, which point is station 130+62 on the
21 centerline of the Coos Bay-Roseburg Highway; thence North 46 degrees 51'
22 East a distance of 635.0 feet to a point which is station 136+97 on the Coos
23 Bay-Roseburg Highway.

24 And particularly to the BARONE parcel, more fully described as:

25 A parcel of land in the SE ¼ of the SW ¼ of Section 22 and in the NE ¼ of the
26 NW ¼ of Section 27, all in Township 29 South, Range 12 West of the
27 Willamette Meridian, Coos County, Oregon, described as follows: Beginning
28 at the Northeast corner of a parcel conveyed to Hebert Wright et ux in Book
29 273, Page 174, deed records of Coos County, Oregon, said point being North
30 00 degrees 10' West 122.7 feet from the quarter section corner between said
Sections 22 and 27; thence North 00 degrees 10' West 440 feet to a ¼ inch pipe
post; thence South 73 degrees 59' West 239.6 feet to a 3/3 inch pipe post;
thence South 58 degrees 48' West 381.5 feet to a ¼ inch pipe post; thence
South 12 degrees 41' East 630.7 feet to the North boundary of the State
Highway; thence Southeasterly 100 feet to the Northeast corner of a parcel
conveyed to Verlin R. Moore et ux in Book 304, Page 585, Deed records of
Coos County, Oregon; thence South 36 degrees 06' East 210.6 feet to the
center of Middle Fork of the Coquille River; thence North 40 degrees 19' East
156.1 feet along the center of said river; thence North 275.4 feet to the South
boundary of the State Highway and continuing North to the North boundary
of said highway and the Southwest corner of said Wright parcel; thence North

1 00 degrees 10' West 151.7 feet to Wright's Northwest corner; thence North 89
2 degrees 50' West 112 feet to the point of beginning.

3 IN EXCHANGE OF THE MUTUAL COVENANTS CONTAINED IN THIS
4 AGREEMENT THE PARTIES AGREE:

5
6 AGREEMENTS

- 7
- 8 1. The BARONE property will receive water twelve (12) months of the year from a well
9 on the LA FRANCHIS' property.
 - 10 2. BARONES will be responsible for any water lines on the BARONES' property.
11 LA FRANCHI shall be responsible for the well and any water lines on LA
12 FRANCHIS' property.
 - 13 3. LA FRANCHIS will see that BARONES' property receives water up to the
14 BARONES' property line.

15
16
17 A. BARONES and LAFRANCHIS will not allow water to run for long periods
18 of time, allowing a leaky line or tank on BARONES' property to seep water for long
19 periods of time without being repaired, etc. BARONES and LA FRANCHIS will use
20 water with caution during the summer months and cooperate with each other in
21 conserving water so there is water available for personal consumption.

22
23 B. Each party is responsible and holds the other harmless from use or injury
24 from the consumption of the water to themselves or their guests or invitees. BARONES
25 will maintain whatever filter they feel necessary for use and consumption of the water.

- 26
- 27 4. There are no third party beneficiary rights created herein under this settlement
28 agreement, it is not for third party use, it is appurtenant to BARONES' property, and it
29 is binding on their heirs, assigns, and successors in interest.
- 30

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

5. BARONES will give LA FRANCHIS first right of refusal to purchase their property in the form of Exhibit 1, attached to this Agreement.

6. LA FRANCHIS shall be responsible for any repairs to the well and any water lines running to the BARONES' property line due to malfunctions. If any problems occur, BARONES shall first check their property for the problem and make any needed repairs. If the problem is not on BARONES' property, BARONES will call LA FRANCHIS at a number designated by LA FRANCHIS. If BARONES are able to get a hold of LA FRANCHIS, LA FRANCHIS will have a 10-day period to remedy the problem. If the problem is not remedied by the 11th day, BARONES may call a professional, licensed plumber of their choice to fix the problem, at LA FRANCHIS' expense. If BARONES can not get a hold of LA FRANCHIS in a reasonable time, BARONES may call a professional, licensed Plumber to come out and find the problem and repair it, at LA FRANCHIS' expense if the problem is on LA FRANCHIS' property. If BARONES contact a professional, licensed plumber who can't come out immediately, they will call another plumber who can come out immediately.

7. BARONES shall be responsible for maintenance and repairs on their own property of any water lines or tanks.

8. BARONES shall be responsible for putting in enough holding tanks on their property to be sure they will not run out of water in the above referenced 10 day period in No. 6 above to cover the repair periods if a problem occurs.

9. The black holding tank that is on the BARONES' property, which belonged to JAMES SMITH and is now owned by LA FRANCHIS, shall become BARONES' property upon execution of this Agreement.

///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

The foregoing SETTLEMENT AGREEMENT was acknowledged before me this 1st day of November, 2012 by DALINDA L. BARONE

Racheal J. Smith

Notary Public for Oregon

STATE OF OREGON)
) ss
County of Coos)



The foregoing SETTLEMENT AGREEMENT was acknowledged before me this 31st day of October, 2012 by RONALD C. LA FRANCHI and KELLY LA FRANCHI.

Tonya L. Casady

Notary Public for Oregon



Submitted by:
Carleton Law Offices
Frederick J. Carleton, OSB#771356
P.O. Box 38
Bandon, Oregon 97411
(541) 347-2468, Fax: (541) 347-6198
carllaw@mycomspan.com

RIGHT OF FIRST REFUSAL

PARTIES: Gary J. Barone and Dalinda L. Barone ("Owners")
Ronald C. La Franchi and Kelly La Franchi ("Grantees")

RECITALS

A. Owners are the owners of a certain parcel of real property (the "Property") located in Coos County, Oregon, and more fully described as follows:

A parcel of land in the SE ¼ of the SW ¼ of Section 22 and in the NE ¼ of the NW ¼ of Section 27, all in Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at the Northeast corner of a parcel conveyed to Hebert Wright et ux in Book 273, Page 174, deed records of Coos County, Oregon, said point being North 00 degrees 10' West 122.7 feet from the quarter section corner between said Sections 22 and 27; thence North 00 degrees 10' West 440 feet to a ¼ inch pipe post; thence South 73 degrees 59' West 239.6 feet to a 3/3 inch pipe post; thence South 58 degrees 48' West 381.5 feet to a ¼ inch pipe post; thence South 12 degrees 41' East 630.7 feet to the North boundary of the State Highway; thence Southeasterly 100 feet to the Northeast corner of a parcel conveyed to Verlin R. Moore et ux in Book 304, Page 585, Deed records of Coos County, Oregon; thence South 36 degrees 06' East 210.6 feet to the center of Middle Fork of the Coquille River; thence North 40 degrees 19' East 156.1 feet along the center of said river; thence North 275.4 feet to the South boundary of the State Highway and continuing North to the North boundary of said highway and the Southwest corner of said Wright parcel; thence North 00 degrees 10' West 151.7 feet to Wright's Northwest corner; thence North 89 degrees 50' West 112 feet to the point of beginning.

B. Owners are willing to grant to Grantees the right to purchase the Property before offering the Property for sale to third parties. Owners and Grantees desire to evidence their agreement regarding this purchase right. Owners and Grantees have settled all claims either has against the other and has part of that consideration agreed to the Right of First Refusal.

AGREEMENT

Therefore, in consideration of the exchange of the mutual covenants contained herein, as part of the Settlement of all claims each has had or may have had over the other, the parties agree as follows:

1. **Right of First Refusal.** Owners agree not to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of the Property or any part of, or interest in, the Property without first offering the Property to Grantees on the terms and conditions set forth in this Agreement. As used in this Agreement, the term *sell* includes a lease of the Property with primary and renewal terms of more than 5 years in the aggregate.

1.1 When Owners receive from a third party (the "Third-Party Offeror") a bona fide offer to purchase the Property, or a part of it, or an interest in it, that Owners desire to accept, Owners must give Grantees written notice (the "Notice") of the price, terms, and conditions of the offer and deliver a copy of the executed contract evidencing the offer (the "Offer") to Grantees.

1.2 When Grantees receive the Notice and a copy of the Offer, Grantees will have the prior and preferential right to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer, except that if Grantees exercises the right of first refusal by electing to purchase the Property then the closing of the transaction contemplated by the Offer will take place on the same conditions as the offer after the acceptance period set out in 1.3 below".

1.3 Grantees will have 20 days from the date that Grantees receive the Notice and a copy of the Offer to notify Owners whether Grantees elect to purchase the Property under the terms of the Offer. If Grantees elect to exercise its right to purchase the Property, then, in addition to giving Owners written notice of the election within the 20-day period, Grantees also must tender an amount equal to the earnest money deposit, if any, specified in the Offer, which will be held and used in accordance with the terms of the Offer.

1.4 If Grantees fail to timely exercise their right to purchase the Property under the terms of this Agreement, then Owners will be entitled to sell the Property according to the terms of the Offer to the Third-Party Offeror, subject to the terms of ¶1.5.

1.5 If Grantees fail to timely exercise its right to purchase the Property under the terms of this Agreement, and for any reason Owners do not sell or convey the Property to the Third-Party Offeror on the terms contained in the Offer within six months of Grantees' election not to purchase, then Owners must resubmit the Offer as well as any other offer to Grantees before selling the Property, and such offers will be subject to Grantees' right of first refusal under this Agreement.

1.6 If Grantees elect to purchase the Property and any element of the consideration specified in the Offer is not cash or deferred purchase money (e.g., an exchange of property or performance of covenants other than the payment of money), then Grantees may elect to have the nonmonetary consideration appraised by an independent MAI appraiser and pay Owners the cash value of the nonmonetary consideration in lieu of the performance of the nonmonetary obligations specified in the Offer.

2. **Term.** The term of this Right of First Refusal commences on the date of this Agreement and terminates on the consummation of a sale of the Property to a third party within 30 days after Grantees have elected not to exercise their right of first refusal. Grantees will cooperate in providing Owners with any instruments that Owners reasonably may require for the purpose of removing from the public record any cloud on title to the Property attributable in any manner to the grant or existence of this right of first refusal.

3. **Notices.** All notices required or permitted to be given under this Agreement must be in writing and will be deemed given and received two business days after deposit in the United States mail, certified or registered form, postage prepaid, return receipt requested, addressed as follows:

To Owners: Gary & Dalinda Barone
95601 Guerin Lane
Myrtle Point, OR 97458

To Grantees: Ronald C. La Franchi and Kelly La Franchi
580 N. Central
Coquille, OR 97423

Notice given in any other manner will be effective when it is received by the party for whom it is intended. Either party may change its address by giving 10 days' notice to the other party.

4. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, successors, and assigns. Grantees may freely assign its rights under this Agreement.

5. **Entire Agreement.** This Agreement contains the final and entire understanding between Owners and Grantees with respect to its subject matter and is intended to be an integration of all prior negotiations and understandings. Owners and Grantees will not be bound by any terms, conditions, statements, warranties, or representations not contained in this Agreement. No change or modification of this Agreement will be valid unless it is in writing and is signed by both Owners and Grantees.

6. **Waiver.** A failure by Owners or Grantees to enforce any right under this Agreement will not be deemed to be a waiver of that right or of any other right.

7. **Time Is of the Essence.** Time is of the essence regarding this Agreement.

8. **Statutory Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

IN THE CIRCUIT COURT OF THE STATE OREGON
FOR THE COUNTY OF COOS

JAMES SMITH,
Plaintiff,

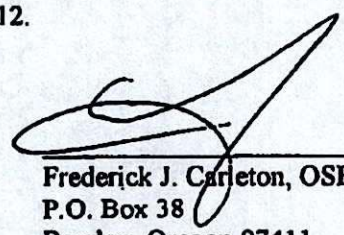
v.

RONALD C. La FRANCHI and KELLY La
FRANCHI, GARY J. BARONE, DALINDA
BARONE, SANDRA MILLER-RYAN,
DONALD W. RYAN, STEVEN L. HEBERT,
KATHY A. HEBERT, LAURIE SUE
POWRIE and ARLENE GUERIN
Defendants.

) Case No.: 10CV0837
)
)
) UTCR 5.100
) CERTIFICATE OF COMPLIANCE

I, FREDERICK J. CARLETON, certify that the proposed Limited Judgment has been served with all the parties and no changes were requested.

DATED: this 13th day of November, 2012.



Frederick J. Carleton, OSB#771356
P.O. Box 38
Bandon, Oregon 97411
(541) 347-2468, FAX: (541) 347-2468
carllaw@mycomspan.com
Of Attorneys for Defendants La Franchi

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true certified copy of the foregoing: LIMITED JUDGMENT REGARDING DEFENDANTS LA FRANCHI AND DEFENDANTS BARONE SETTLEMENT OF ALL CLAIMS AGAINST EACH OTHER, AND UTCR 5.100 on:

William A. Mc Daniel
Whitty, McDaniel, Bodkin & Combs, LLP
P.O. Box 1120
Coos Bay, Oregon 97420
Attorney for Defendants Hebert

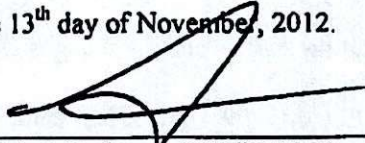
Donald W. Ryan
95586 Guerin Lane
Myrtle Point, Oregon 97458

Gary & Dalinda Barone
95601 Guerin Lane
Myrtle Point, Oregon 97458

Sarah R. Liljefelt
Schroeder Law Offices, P.C.
1915 NE Cesar E. Chavez Boulevard
Portland, Oregon 97212
Attorney for Defendant Powrie

Manuel C. Hernandez
P.O. Box 979
Bandon, Oregon 97411
Attorney for Defendant Guerin

by mailing to them a certified true copy, placed in a sealed envelope with postage fully paid and addressed to them at the address set forth above and deposited in the United States Post Office at Bandon, Oregon on the 13th day of November, 2012.



Frederick J. Carleton, OSB#771356
Carleton Law Offices
P.O. Box 38
Bandon, OR 97411
(541)347-2468, Fax: (541)347-6198
carllaw@myconspan.com

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2021

NOT OFFICIAL VALUE

April 14, 2021 10:34:42 am

Account # 1157100 Map # 29S12210000200 Code - Tax # 4111-1157100 Legal Descr See Record Mailing Name LAFRANCHI, RONALD C. & KELLY Agent In Care Of Mailing Address 580 N CENTRAL BLVD COQUILLE, OR 97423-1248 Prop Class 564 MA SA NH Unit RMV Class 500 05 21 RRF 20506-1	Tax Status ASSESSABLE Acct Status ACTIVE Subtype NORMAL Deed Reference # See Record Sales Date/Price See Record Appraiser JIM HARTER
---	---

Situs Address(s)	Situs City
ID# 1 HWY 42	MYRTLE POINT

Code Area		RMV	MAV	Value Summary		MSAV	RMV Exception	CPR %
				AV	SAV			
4111	Land	69,448					Land	0
	Impr.	9,040					Impr.	0
Code Area Total		78,488	6,580	74,308	69,448	67,728		0
Grand Total		78,488	6,580	74,308	69,448	67,728		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
4111	11	<input type="checkbox"/>		F, EFU	Farm Use Unzoned	100	A	2.80	H7-2	006*	142
4111	21	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	1.20	B3	006*	578
4111	2	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	11.00	H5	006*	2,111
4111	3	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	4.70	H6	006*	531
4111	4	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	13.80	H7	006*	1,186
4111	5	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	6.60	H7-2	006*	336
4111	6	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	0.10	K1	006*	105
4111	31	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	3.80	K2	006*	3,651
4111	7	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	45.20	K2	006*	43,437
4111	8	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	14.60	K3	006*	11,533
4111	9	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	4.60	K4	006*	3,012
4111	10	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	10.16	U8	006*	213
4111	1	<input type="checkbox"/>		F, EFU	Small Tract Forest land	100	A	16.30	STF-C	006*	2,613
Grand Total								134.86			69,448

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
4111	1	0	316	FEEDER BARN		100	1,400		9,040
Grand Total								1,400	9,040

Code Area	Type	Exemptions/Special Assessments/Potential Liability									
NOTATION(S):											
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FARM/FORST											
4111											
FIRE PATROL:											
■ FIRE PATROL GRAZING						Amount	167.07	Acres	130.55	Year	2021
■ FIRE PATROL SURCHARGE						Amount	47.50			Year	2021
■ FIRE PATROL TIMBER						Amount	5.57	Acres	3.31	Year	2021

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

14-Apr-2021

Tax Account #	1157100	Lender Name	IND - LAFRANCHI, 580 N CENTRAL, COQU
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4111
Situs Address	HWY 42 MYRTLE POINT OR 97458	Interest To	Apr 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$853.33	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$838.07	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$784.82	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$781.71	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$738.93	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$723.78	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$758.88	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$629.58	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$613.83	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$587.15	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$562.84	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$553.23	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$586.05	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$498.04	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$500.44	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$506.97	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$461.54	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$447.79	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$11,426.98	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #1157190 COMBINED INTO #1157100 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

4/14/2021 10:35:42 AM

Account # 1157100
Map 29S1221-00-00200
Owner LAFRANCHI, RONALD C. & KELLY
580 N CENTRAL BLVD
COQUILLE OR 97423-1248

Name Type	Name	Ownership Type	Own Pct
OWNER	LAFRANCHI, RONALD C. & KELLY	OWNER	100.00

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2021

NOT OFFICIAL VALUE

April 14, 2021 10:39:11 am

Account #	1158200	Tax Status	ASSESSABLE
Map #	29S12220000200	Acct Status	ACTIVE
Code - Tax #	4111-1158200	Subtype	NORMAL

Legal Descr See Record

Mailing Name LAFRANCHI, RONALD C. & KELLY

Deed Reference # See Record

Agent

Sales Date/Price See Record

In Care Of

Appraiser GORDON WEST

Mailing Address 580 N CENTRAL BLVD
COQUILLE, OR 97423-1248

Prop Class	562	MA	SA	NH	Unit
RMV Class	500	05	22	RRL	20538-1

Situs Address(s)	Situs City
ID# 10 14658 HWY 42	MYRTLE POINT

Code Area		RMV	MAV	Value Summary			RMV Exception	CPR %
				AV	SAV	MSAV		
4111	Land	61,830				Land	0	
	Impr.	143,080				Impr.	0	
Code Area Total		204,910	130,790	142,058	13,830	11,268	0	
Grand Total		204,910	130,790	142,058	13,830	11,268	0	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
4111	60	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	0.40	H4	006*	139
4111	20	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	23.90	H6	006*	2,700
4111	90	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	1.00	H6	006*	113
4111	30	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	19.10	H7	006*	1,642
4111	40	<input type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	36.40	H7-1	006*	2,620
4111	70	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	2.00	K2	006*	1,922
4111	80	<input checked="" type="checkbox"/>		F, EFU	Farm Use Zoned	100	A	0.60	K3	006*	474
4111	50	<input checked="" type="checkbox"/>		F, EFU	Rural Site	100	A	1.00	HS	003	48,000
4111	10	<input type="checkbox"/>		F, EFU	Small Tract Forest land	100	A	26.32	STF-C	006*	4,220
Grand Total								110.72			61,830

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
4111	3		316	FEEDER BARN	100		1,344		2,180	
4111	2		308	MACHINE SHED	100		1,344		11,910	
4111	1	1904	143	Two story-Class 4	100		2,288		113,830	
4111	4		302	LOFT BARN	100		4,500		15,160	
Grand Total								9,476		143,080

Code Area	Type	Exemptions/Special Assessments/Potential Liability							
NOTATION(S):									
<ul style="list-style-type: none"> ■ FARM/FOREST POT'L ADD'L TAX LIABILITY <li style="padding-left: 20px;">FARM/FORST 									
4111									
FIRE PATROL:									
■ FIRE PATROL GRAZING				Amount	89.22	Acres	69.72	Year	2021
■ FIRE PATROL TIMBER				Amount	67.43	Acres	40	Year	2021
■ FIRE PATROL SURCHARGE				Amount	47.50			Year	2021

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

14-Apr-2021

Tax Account #	1158200	Lender Name	IND - LAFRANCHI, 580 N CENTRAL, COQU
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4111
Situs Address	14658 HWY 42 MYRTLE POINT OR 97458	Interest To	Apr 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,581.58	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,503.56	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,462.78	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,430.45	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,386.12	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,365.61	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,373.72	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$226.46	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$221.56	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$218.34	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$207.84	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$204.69	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$235.33	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$170.82	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$175.20	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$185.04	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$163.91	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$162.56	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$12,275.57	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #1158290 COMBINED INTO #1158200 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

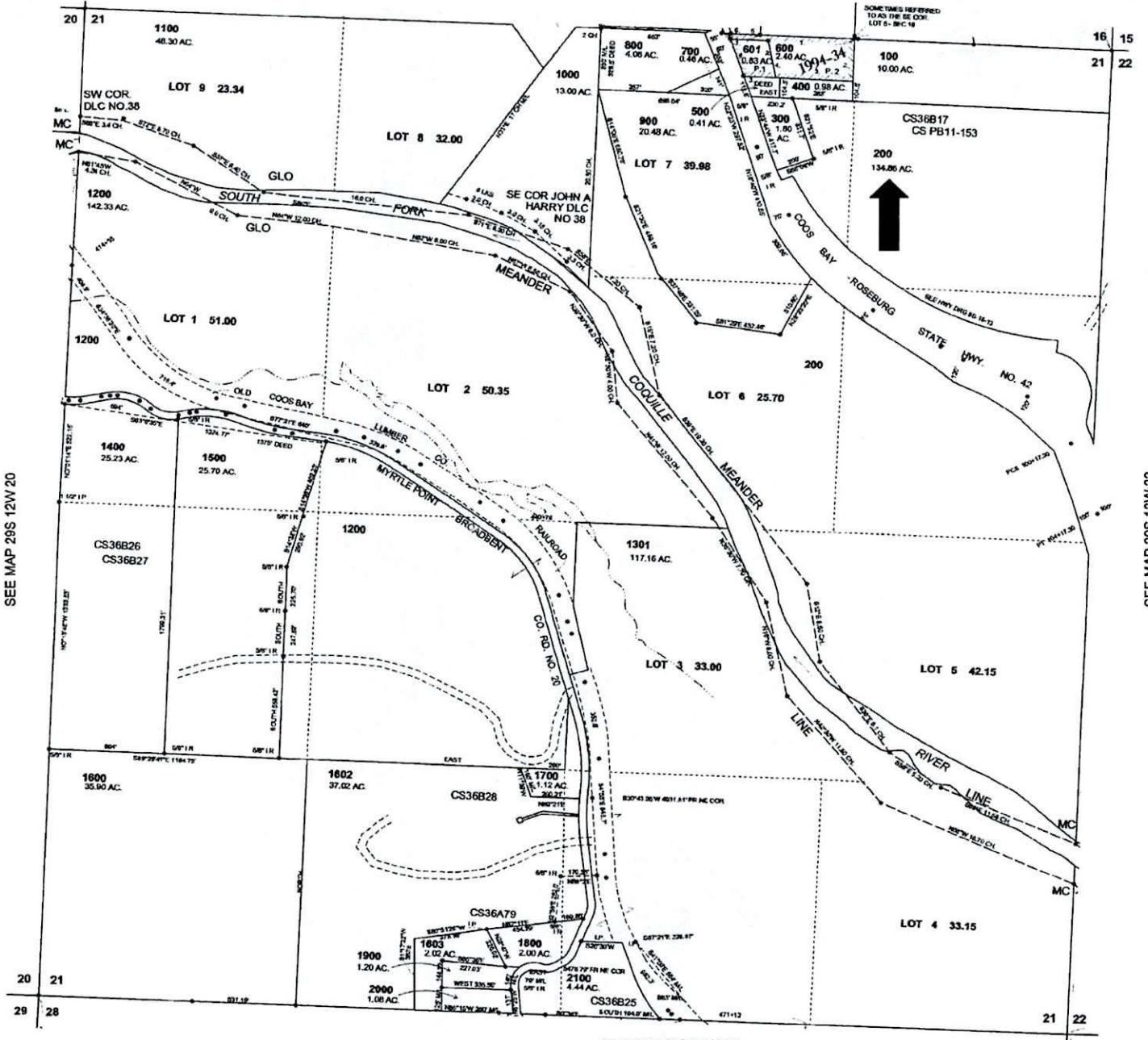
4/14/2021 10:40:15 AM

Account # 1158200
Map 29S1222-00-00200
Owner LAFRANCHI, RONALD C. & KELLY
580 N CENTRAL BLVD
COQUILLE OR 97423-1248

Name Type	Name	Ownership Type	Own Pct
OWNER	LAFRANCHI, RONALD C. & KELLY	OWNER	100.00



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



SEE MAP 29S 12W 20

SEE MAP 29S 12W 22

SEE MAP 29S 12W 20

SECTION 21 T29S R12W W.M.
COOS COUNTY

29S 12W 21

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SEE MAP 29S 12W 16

1" = 400'

SEE MAP 29S 12W 16D

SEE MAP 29S 12W 16D

CANCELLED NO.

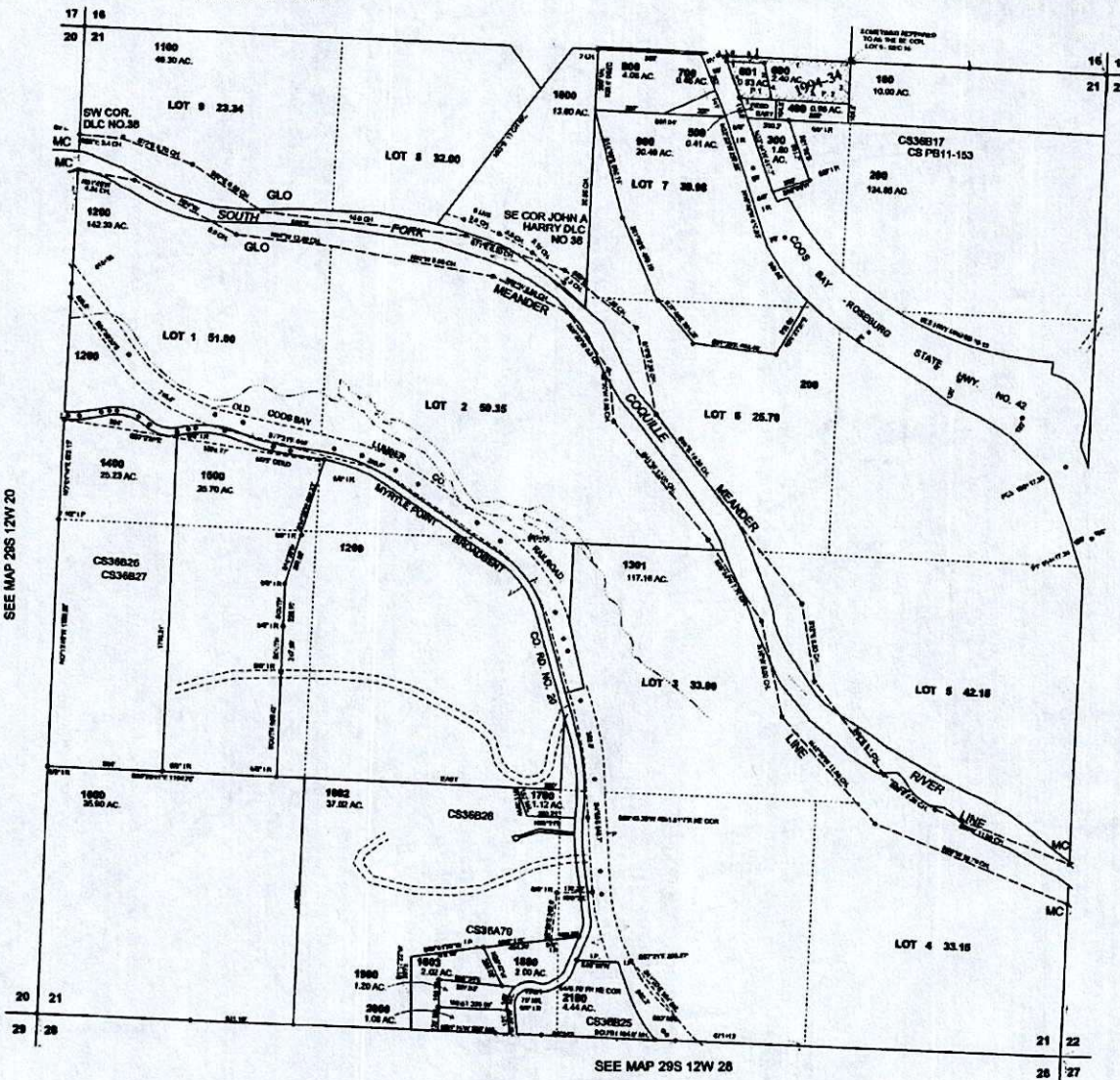
1801
300A1
1300
1101

PARCEL 800

1. 18P4231W 688.87'
2. 18P4231W 238.87'
3. 18P4231W 405.37'
4. 18P4231W 321.00'
5. 18P4231W 268.87'
6. 18P4231W 32.37'

PARCEL 601

1. 18P4231W 288.87'
2. 18P4231W 371.87'
3. 18P4231W 488.87'
4. 18P4231W 318.87'



SEE MAP 29S 12W 20

SEE MAP 29S 12W 22

SEE MAP 29S 12W 28

11-21-2016

29S 12W 21

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 22 T29S R12W W.M.
COOS COUNTY

29S 12W 22

1" = 400'

CANCELLED NO.

SEE MAP 29S 12W 15

800
103
104

