



Coos County Land Use Permit Application

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 60 E. SECOND 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: P-24-008

Date Received: 5/23/24 Receipt #: 248085 Received by: C. Carr

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) Cody and Jessica Slack

Mailing address: 93777 Green Acres Lane Coos Bay, Oregon

Phone: 541-404-2064 Email: slackattack33@hotmail.com

Township:	Range:	Section:	¼ Section:	1/16 Section:	Tax lots:
27S	13W	1	C	B	1800
Select	Select	Select	Select	Select	

Tax Account Number(s): 683902 Zone: Select Zone Rural Residential-2 (RR-2)
Tax Account Number(s) _____ Please Select

B. Applicant(s) Cody and Jessica Slack

Mailing address: 93777 Green Acres Lane Coos Bay, Oregon

Phone: 541-404-2064 slackattack33@hotmail.com

C. Consultant or Agent: Estabrook Land surveying

Mailing Address P.O. Box 778

Phone #: 541-294-6915 Email: Stephan@estabrooklands.com

Type of Application Requested

- | | | |
|--|--|---|
| <input type="checkbox"/> Comp Plan Amendment | <input type="checkbox"/> Administrative Conditional Use Review - ACU | <input checked="" type="checkbox"/> Land Division - P, SUB or PUD |
| <input type="checkbox"/> Text Amendment | <input type="checkbox"/> Hearings Body Conditional Use Review - HBCU | <input type="checkbox"/> Family/Medical Hardship Dwelling |
| <input type="checkbox"/> Map - Rezone | <input type="checkbox"/> Variance - V | <input type="checkbox"/> Home Occupation/Cottage Industry |

Special Districts and Services

Water Service Type: On-Site (Well or Spring) Sewage Disposal Type: On-Site Septic
School District: Coos Bay Fire District: Sumner RFPD

Please include the supplement application with request. If you need assistance with the application or supplemental application please contact staff. Staff is not able to provide legal advice. If you need help with findings please contact a land use attorney or consultant.

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](#)

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

Application Check List: Please make off all steps as you complete them.

- I. A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
1. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.
 2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
 3. A complete description of the request, including any new structures proposed.
 4. If applicable, documentation from sewer and water district showing availability for connection.
- II. A plot plan (map) of the property. Please indicate the following on your plot plan:
1. Location of all existing and proposed buildings and structures
 2. Existing County Road, public right-of-way or other means of legal access
 3. Location of any existing septic systems and designated repair areas
 4. Limits of 100-year floodplain elevation (if applicable)
 5. Vegetation on the property
 6. Location of any outstanding physical features
 7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- III. A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director’s decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

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

ACCESS INFORMATION

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

Property Address: 93777 Green Acres Lane Coos Bay, Oregon

Type of Access: County Road Name of Access: Green Acres Lane

Is this property in the Urban Growth Boundary? No

Is a new road created as part of this request? No

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

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

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

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

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

By signing the application I am authorizing Coos County Roadmaster or designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. Inspections should be made by calling the Road Department at 541-396-7660

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway

Parking

Access

Bonded

Date:

Receipt # _____

File Number: DR-21-

ADDRESS OF DRIVEWAY #1 CLOSEST TO YOUR
NEW DRIVEWAY: 93764 GREEN ACRES LN

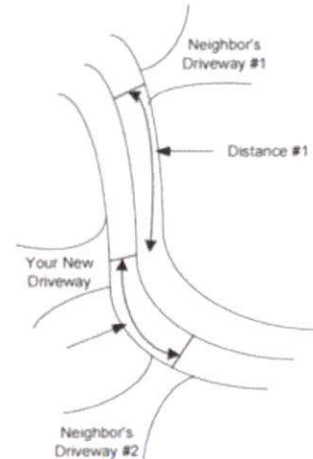
DISTANCE FROM DRIVEWAY #1 TO YOUR NEW
DRIVEWAY: Directly across the street

Is this driveway on the same side of the road as your
Driveway: No

ADDRESS OF DRIVEWAY #2 CLOSEST TO YOUR
NEW DRIVEWAY: 93777 Green Acres Lane

DISTANCE FROM DRIVEWAY #2 TO YOUR NEW
DRIVEWAY: 140'

Is this driveway on the same side of the road as your
Driveway: Yes



The distance information is important from your new driveway to the closest driveways on either side of you (doesn't matter which side of the road) and what the addresses are to those two driveways. This information is important to include in the formula used to calculate the correct address.

Staff from the County Road Department will place the stake and once the driveway stake has been placed, it must not be moved. If your stake is removed or damaged you may purchase replacements.

Additional Notes or directions:

This application is not required.

SANITATION INFORMATION

If this is a request for a recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering Coos Health and Wellness, Environmental Health Staff will be reviewing the proposal to ensure the use meets environmental health standards for sanitation and water requirements to serve the facility. If the proposal indicates that you are using a community water system a review may be required. A fee is charged for this service and shall be submitted with the application \$83.00. If you have questions about regulations regarding environmental health services please call 541-266-6720. This form is required to be signed off for any type of subdivision, recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering.

Water Service Type: On-site Well

Sewage Disposal Type: On-site septic

Please check if this request is for industrial, commercial, recreational or home base business use and complete the following questions:

- How many employees/vendors/patrons, total, will be on site?
- Will food be offered as part of the an on-site business?
- Will overnight accommodations be offered as part of an on-site business?
- What will be the hours of operation of the business?

Please check if the request is for a land division.

Coos County Environmental Health Use Only:

Staff Reviewing Application: _____

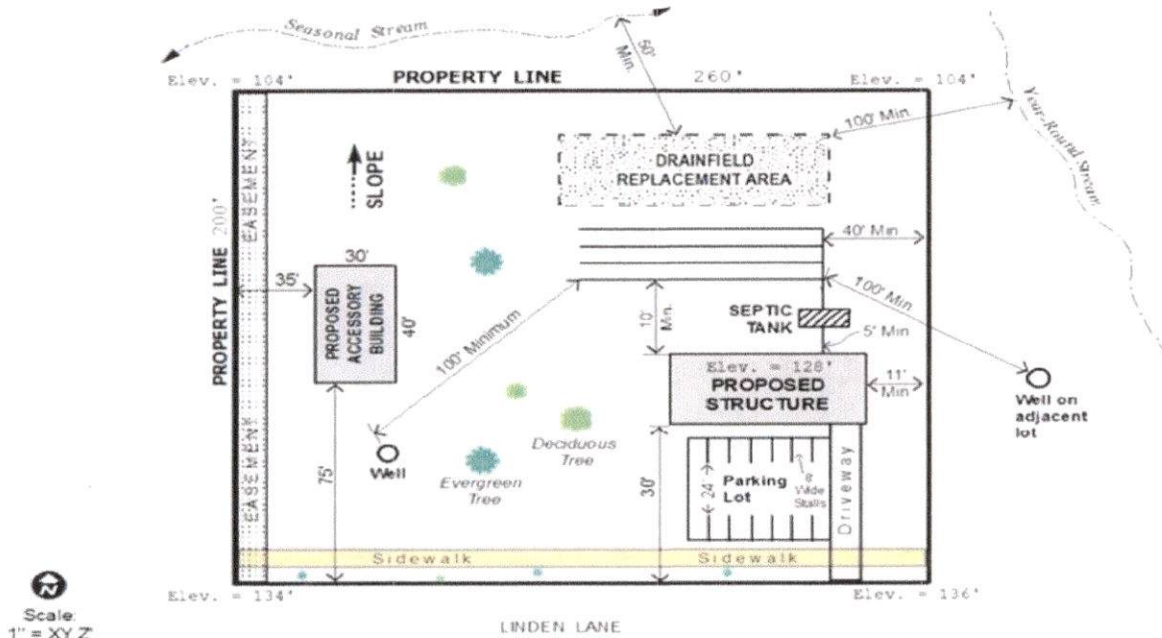
Staff Signature: _____

- This application is found to be in compliance and will require no additional inspections
- This application is found to be in compliance but will require future inspections
- This application will require inspection prior to determining initial compliance. The applicant shall contact Coos Health and Wellness, Environmental Heath Division to make an appointment.

Additional Comments:

Plot Plan
The grid for the plot plan is found on the next page

SAMPLE PLOT PLAN



ITEMS THAT MUST BE ON THE PLOT PLAN:

At a minimum, the site plan should provide information on the following items:

- Existing and proposed lot lines, lot or parcel numbers, and acreage/square footage of lots.
- Dimensions of all illustrated features (i.e. all structures, septic systems, driveways, roads, etc.)
- Significant natural features (slopes greater than 20%, geologic hazards, wetlands, drainage ways, rivers, streams, and the general location of existing trees, etc.).
- Existing easements (access, storm drainage, utility, etc.).
- Existing and proposed (structures, outbuildings, septic, etc.) on site and on adjoining properties.
- Existing and proposed road locations including widths, curbs, and sidewalks.
- Existing and proposed driveway approach locations on site, existing driveway approaches on adjoining properties on the same side of the street, and existing driveway approaches across the street from the site.
- Contiguous properties under the same ownership.
- General predevelopment topographical information (minimum 10' contour intervals).
- Location of utilities.
- If redevelopment is viable in the future, a redevelopment plan should be included.
- Preliminary site utility plan.
- Please add any additional Road or parking items from the parking form.

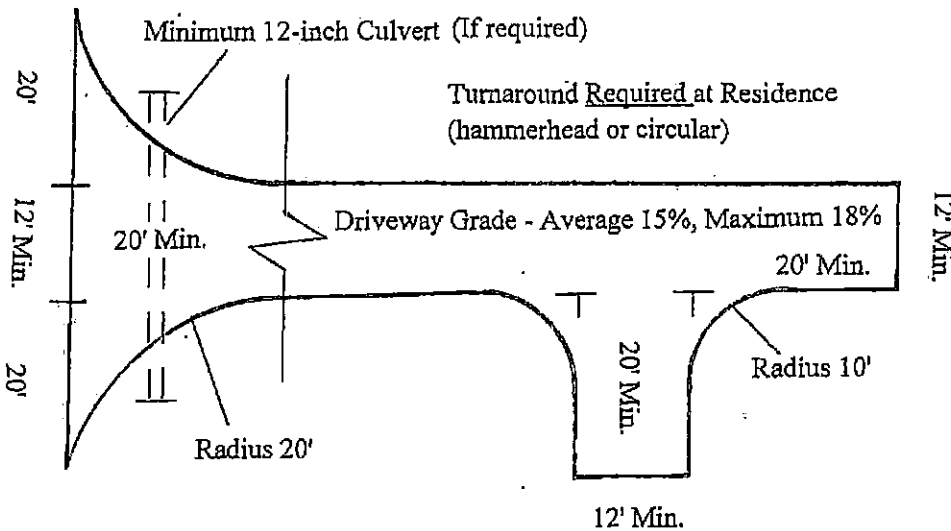
**ADDITIONAL DRIVEWAY, ROAD, PARKING STANDARDS
DRIVEWAY STANDARDS DRAWING - SINGLE RESIDENCE**

Sight Distance Requirements (at the approach entrance)

- Speed less than 35 mph - 100' both directions
- Speed greater than 35mph - 150' both directions

All Weather Surface - minimum 4 - inches aggregate base or as required by Roadmaster.

Figure 7.1.425



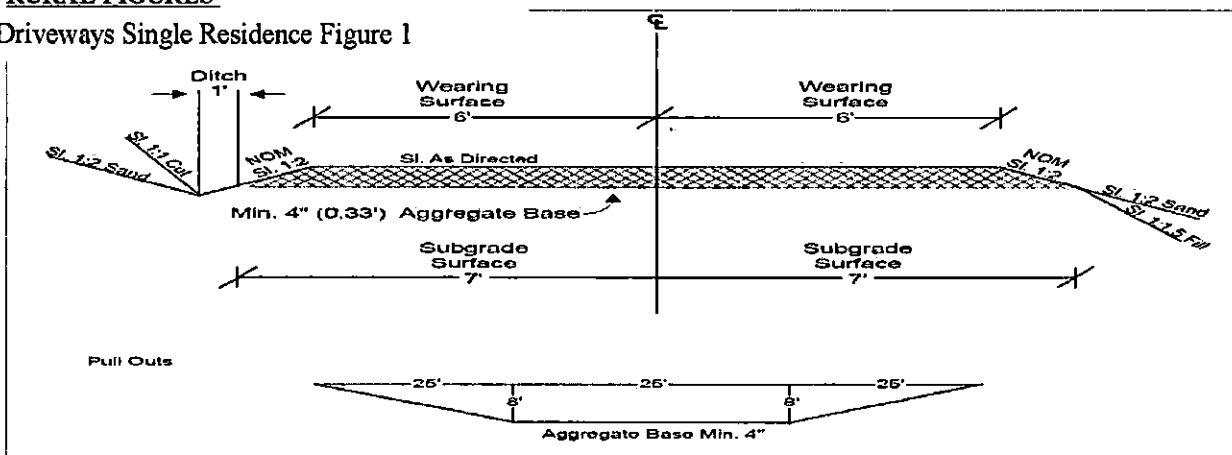
Construct appropriate ditches to prevent water runoff from discharging from the land onto a public road under county jurisdiction. Pursuant to ORS 368.256 the creation of a road hazard prohibited.

If driveway is over 1,000 ft., a pullout is required every 600 ft.

If a driveway cannot meet the maximum 18% grade then a legal agreement may be signed and recorded at the County Clerk's office releasing the County from any liability from such driveway development. This document must be referenced on the property deed to allow future purchasers know that the driveway does meet standard. A sign shall be placed at the bottom of the driveway to warn any users of the driveway that it is not built to standard. Proof must be filed with the Planning and Road Department that the documents have been filed and a sign has been placed. The form located on the following page must be completed, signed and recorded prior to any land use authorizations.

RURAL FIGURES

Driveways Single Residence Figure 1



FORESTRY, MINING OR AGRICULTURAL ACCESS:

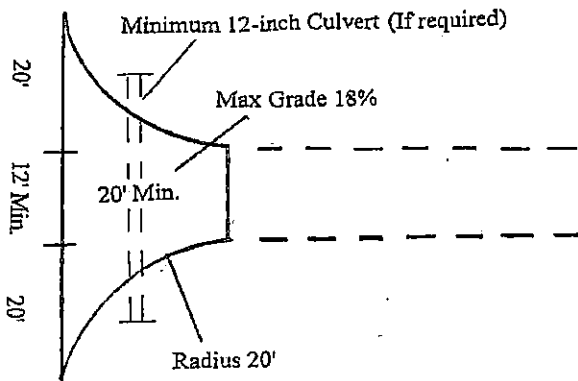
A private road which is created to provide ingress or egress in conjunction with the use of land for forestry, mining or agricultural purposes shall not be required to meet minimum road, bridge or driveway standards set forth in this ordinance, nor are such resource-related roads, bridges or driveways reviewable by the County. However, all new and re-opened forestry, mining or agricultural roads shall meet the access standards listed in this section.

Forestry, Mining or Agricultural Access Standard drawing
Sight Distance Requirements (at the approach entrance)

- Speed less than 35 mph – 100' both directions
- Speed greater than 35 mph – 150' both directions

All Weather Surfaces – minimum aggregate base as required by the Roadmaster
The access will be developed from the edge of the developed road.

Figure 7.1.450

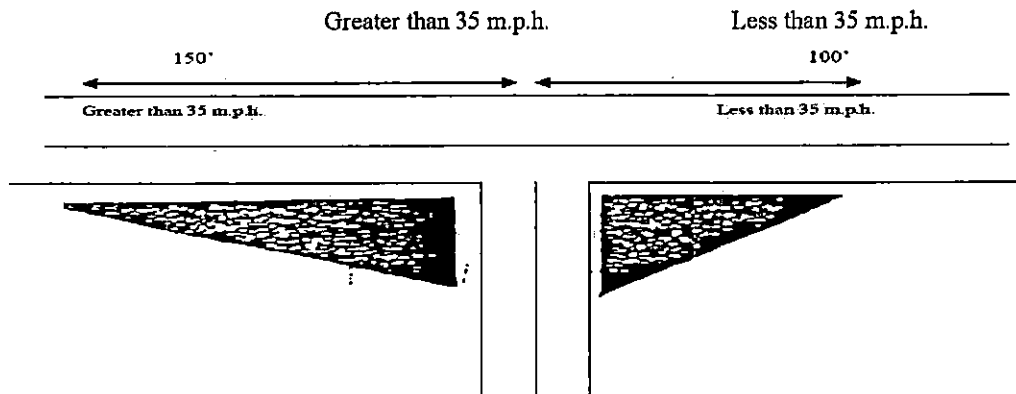


Construct appropriate ditches to prevent water runoff from discharging from the land onto a road under county jurisdiction. Pursuant to ORS 368.256 creation of a road hazard is prohibited.

VISION CLEARANCE TRIANGLE:

The following regulations shall apply to all intersections of streets and roads within all districts in order to provide adequate visibility for vehicular traffic. There shall be no visual obstructions over thirty-six (36) inches in height within the clear vision area established herein. In addition to street or road intersections, the provisions of this section shall also apply to mobile home park, recreational vehicle park, and campground accesses (entrances or exists).

The clear vision area shall extend along the right-of-way of the street for a minimum of 100 feet where the speed limit is less than 35 M.P.H.; and not less than 150 feet where the speed limit is greater than 35 m.p.h. The clear vision area shall be effective from a point in the center of the access not less than 25 feet back from the street right-of-way line.



PARKING STANDARDS

USE	STANDARD
Retail store and general commercial except as provided in subsection b. of this section.	1 space per 200 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Retail store handling bulky merchandise (furniture, appliances, automobiles, machinery, etc.)	1 space per 600 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Bank, general office, (except medical and dental).	1 space per 600 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Medical or dental clinic or office.	1 ½ space per examination room plus 1 space per employee. 1 Bicycle space
Eating or drinking establishment.	1 space per 200 square feet of floor area, plus 1 space for every 4 seats. 1 Bicycle space
Bowling Alley	5 spaces per alley plus 1 space per 2 employees. 1 Bicycle space
Dance hall, skating rink, lodge hall.	1 space per 100 square feet of floor area plus 1 space per 2 employees. 1 Bicycle space
Stadium, arena, theater, race track	1 space per 4 seats or every 8 feet of bench length or equivalent capacity if no seating is provided. 1 Bicycle space
Storage warehouse, manufacturing establishment, or trucking freight terminal	1 space per employee. 1 Bicycle space
Wholesale establishment.	1 space per employee plus 1 space per 700 square feet of patron serving area. 1 Bicycle space
Welfare or correctional institution	1 space per 5 beds for patients or inmates, plus 1 space per employee. 1 Bicycle space
Convalescent hospital, nursing home, sanitarium, rest home, home for the aged.	1 space per 5 beds for patients or residents, plus 1 space per employee. 1 Bicycle space
Church, mortuary, sports arena, theater.	1 space for 4 seats or every 8 feet of bench length in the main auditorium. 1 Bicycle space
Library, reading room.	1 space per 400 square feet of floor area plus 1 space per employee. 1 Bicycle space
Preschool nursery, kindergarten.	2 spaces per teacher; plus off-street loading and unloading facility. 1 Bicycle space per 20 students
Elementary or junior high school.	1 space per classroom plus 1 space per administrative employee or 1 space per 4 seats or every 8 feet of bench length in the auditorium or assembly room whichever is greater. 1 Bicycle space per 10 students
High school	1 space per classroom plus 1 space per administrative employee plus 1 space for each 6 students or 1 space per 4 seats or 8 feet of bench length in the main Auditorium, whichever is greater. 1 Bicycle space per 20 students

Other auditorium, meeting room.	1 space per 4 seats or every 8 feet of bench length. 1 Bicycle space
Single-family dwelling.	2 spaces per dwelling unit.
Two-family or multi-family dwellings.	1 ½ spaces per dwelling unit. 1 bicycle space per unit for buildings with 4 or more units.
Motel, hotel, rooming or boarding house.	1 space per guest accommodation plus 1 space per employee.
Mobile home or RV park.	1 ½ spaces per mobile home or RV site.

Parking lot standards – Use the table above along with the area available to calculate the number of spaces required and determine the type of parking lot that needs to be created. The table below explains the spacing and dimensions to be used.

Minimum Horizontal Parking Widths for Standard Automobiles					
	One-way Parallel	30 deg	45 deg	60 deg	90 deg
Figures	A	B	C	D	E
Single row of Parking					
Parking Aisle	9'	20'	22'	23'	20'
Driving Aisle	12'	16'	17'	20'	24'
Minimum width of module (row and aisle)	21'	36'	39'	43'	44'
Figures #'s	F	G	H	I	J
Two Rows of Parking					
Parking Aisle	18'	40'	44'	46'	40'
Driving Aisle	12'	16'	17'	20'	24'
Minimum width of module (row and aisle)	30'	56'	61'	66'	64'

For figures please see Coos County Zoning and Land Development Ordinance (CCZLDO) § 7.5.175.

Please note: If you are developing in any wetlands or floodplain please contact Department of State Lands to ensure you are not required to obtain a state permit.

Coos County Planning
Land Division Supplemental Application

VI. Additional Information Required –

1. Lien holder(s) name: **None.**

2. List of Easements and type:
Mountain States Power Company: Book 158, Page: 637

3. Covenants or Deed Restrictions that apply:

4. Legal Access and maintenance agreements:

5. Is the subject property part of an existing plat (partition or subdivision) Yes, answer the following:
 - a. What year was the plat recorded; and
 - b. Was it part of a partition or subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

6. Does the property current have water, sewer or on-site septic, Development?

7. Is the applicant requesting the Planning Director to waive the water requirements yes no, and if yes please explain why.

8. Are there natural hazards that apply to this property? **Yes**
Landslide and Liquefaction Hazards

9. Is any portion of this property located within the Coastal Shoreland Boundary or Estuary? If so this shall be indicated on the plat. If within a CSB there will be additional site development criteria that apply. **No**

10. Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. **No**

- VII. General Outline of process – If there is missing information the application will be deemed incomplete. The following is a general outline of the process for the review of land divisions in Coos County:
- a. Application is filed and reviewed for completeness pursuant to §5.0.200;
 - b. Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;

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

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

1. Application Requirements

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

2. Information required for tentative plat.

a. All Land Divisions

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

- Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.
- Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.
- Easements, together with their dimensions, purpose and restrictions on use.
- Zoning classification of the land and Comprehensive Plan map designation.
- Draft of proposed restrictions and covenants affecting the plat if applicable. If not applicable indicate that on the form.
- Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards. Applicable natural hazards may be verified with planning staff.
- A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.

b. Subdivisions – Shall include the following additional information:

- The proposed name of the subdivision must be on the plat.
- The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
- Private streets and all restrictions or reservations relating to such private streets.
- Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
- Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
- The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
- Proposed means and location of sewage disposal and water supply systems.

3. Development Phasing

a. Subdivisions shall:

- i. provide for platting in as many as three (3) phases. The preliminary plan must show each phase and be accompanied by proposed time limitations for approval of the final plat for each phase.
- ii. Time limitations for the various phases must meet the following requirements:
 1. Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
 2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
 3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.

b. Partitions shall:

- i. Provide all phasing for partitions. If phasing is proposed then road standards for subdivisions shall apply.
- ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

IX. Criteria: The following criteria will need to be addressed:

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

AFTER RECORDING RETURN TO:
Order No.: 360617020210-DM
Cody L. Slack and Jessica O. Slack
93777 Green Acres Lane
Coos Bay, OR 97420

SEND TAX STATEMENTS TO:
Cody L. Slack and Jessica O. Slack
93777 Green Acres Lane
Coos Bay, OR 97420

APN: 683902
Map: 27-13-01CTL#1800

COOS COUNTY, OREGON **2017-07001**
\$56.00 07/24/2017 02:48:11 PM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=3

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Mary E. Abruzzese, Grantor, conveys and warrants to Cody L. Slack and Jessica O. Slack, husband and wife, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

Beginning at an iron pipe on the Westerly boundary of the Greenacres-Sumner County Road, said pipe being located 3312.32 feet South and 1692.27 feet West of the North quarter corner of Section 1, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 46° 31' West 208.71 feet; thence West 885.76 feet, more or less, to the West line of the NW 1/4 of the SW 1/4 of said Section 1; thence along said West line South 440.0 feet, more or less, to the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 1; thence along the South line of said NW 1/4 of the SW 1/4 East 575.0 feet, more or less, to the Westerly boundary of the Greenacres-Sumner County Road; thence along said West line Northeasterly 553.2 feet to the point of beginning, being a portion of the NW 1/4 of the SW 1/4 of Section 1, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Beginning at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 2, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 1° 22' West along the Easterly boundary of the said NE 1/4 of the SE 1/4 of said Section 2 for a distance of 440.45 feet; thence North 89° 10' 8" East 18.50 feet; thence Southeasterly 396.68 feet in a straight line to a 2 inch iron pipe with a brass cap; thence South 80° 43' 26" West 26.78 feet to the point of beginning.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00). (See ORS 93.030).

Subject to:

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

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

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: July 17, 2017

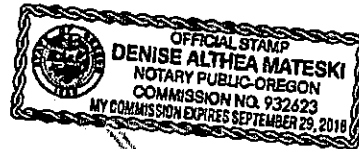
Mary E. Abruzzese
Mary E. Abruzzese

State of Oregon
County of Coos

This instrument was acknowledged before me on 7-21-17 by Mary E. Abruzzese.

[Signature]
Notary Public - State of Oregon

My Commission Expires: 9-29-18



Unofficial
Copy

EXHIBIT "A"
Exceptions

Subject to:

Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.

Tax Identification No.: 683902

Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.

Any interest in any oil, gas and/or minerals, as disclosed by document

Recording Date: October 1, 1918
Recording No: Book 79, Page 24

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

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

Recording Date: October 1, 1918
Recording No: Book 79, Page 24

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

Granted to: Mountain States Power Company
Purpose: Utilities
Recording Date: November 27, 1945
Recording No: Book 158, Page 637

Unofficial
Copy



1495 NW Garden Valley Blvd., Roseburg, OR 97471
PHONE (541) 672-6651 FAX (541) 672-5793

STATUS OF RECORD TITLE

Eastbrook Land Surveying
PO Box 778 Coos Bay, Or 97420

April 8, 2024

Title Number: 629057AM
Title Officer: Chris Watson
Fee: \$200.00

Your Reference No. Slack/Green Acres Lane

We have searched the status of record title as to the following described property:

See attached Exhibit 'A'

Vestee:

Cody L. Slack and Jessica O. Slack, husband and wife

and dated as of **March 21, 2024** at 7:30 a.m.

Said property is subject to the following on record matters:

Tax Information:

Taxes assessed under Code No. 0909 Account No. 683902 Map No. 27S1301-C0-01800

NOTE: The 2023-2024 Taxes: \$2,959.01, are Paid

1. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
2. Reservation of Mineral Rights, including the terms and provisions contained therein, in deed,
Recorded: October 1, 1918
[Book: 79, Page 24](#)
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: Mountain States Power Company
Recorded: November 27, 1945
[Book: 158, Page: 637](#)

4. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$470,085.00

Trustor/Grantor: Cody L Slack and Jessica O Slack, as tenants by the entirety

Trustee: First American Title-Oregon

Beneficiary: MERS as nominee for American Financing Corporation

Dated: January 31, 2024

Recorded: February 5, 2024

Instrument No.: [2024-00694](#)

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT 'A'

File No. 629057AM

Beginning at an iron pipe on the Westerly boundary of the Greenacres-Summer County Road, said pipe being located 3312.32 feet South and 1692.27 feet West of the North quarter corner of Section 1, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North $46^{\circ} 31'$ West 208.71 feet; thence West 885.76 feet, more or less, to the West line of the NW 1/4 of the SW 1/4 of said Section 1; thence along said West line South 440.0 feet, more or less, to the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 1; thence along the South line of said NW 1/4 of the SW 1/4 East 575.0 feet, more or less, to the Westerly boundary of the Greenacres-Summer County Road; thence along said West line Northeasterly 553.2 feet to the point of beginning, being a portion of the NW 1/4 of the SW 1/4 of Section 1, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

SAVING AND EXCEPTING THEREFROM: Beginning at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 2, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North $1^{\circ} 22'$ West along the Easterly boundary of the said NE 1/4 of the SE 1/4 of said Section 2 for a distance of 440.45 feet; thence North $89^{\circ} 10' 8''$ East 18.50 feet; thence Southeasterly 396.68 feet in a straight line to a 2 inch iron pipe with a brass cap; thence South $80^{\circ} 43' 26''$ West 26.78 feet to the point of beginning

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

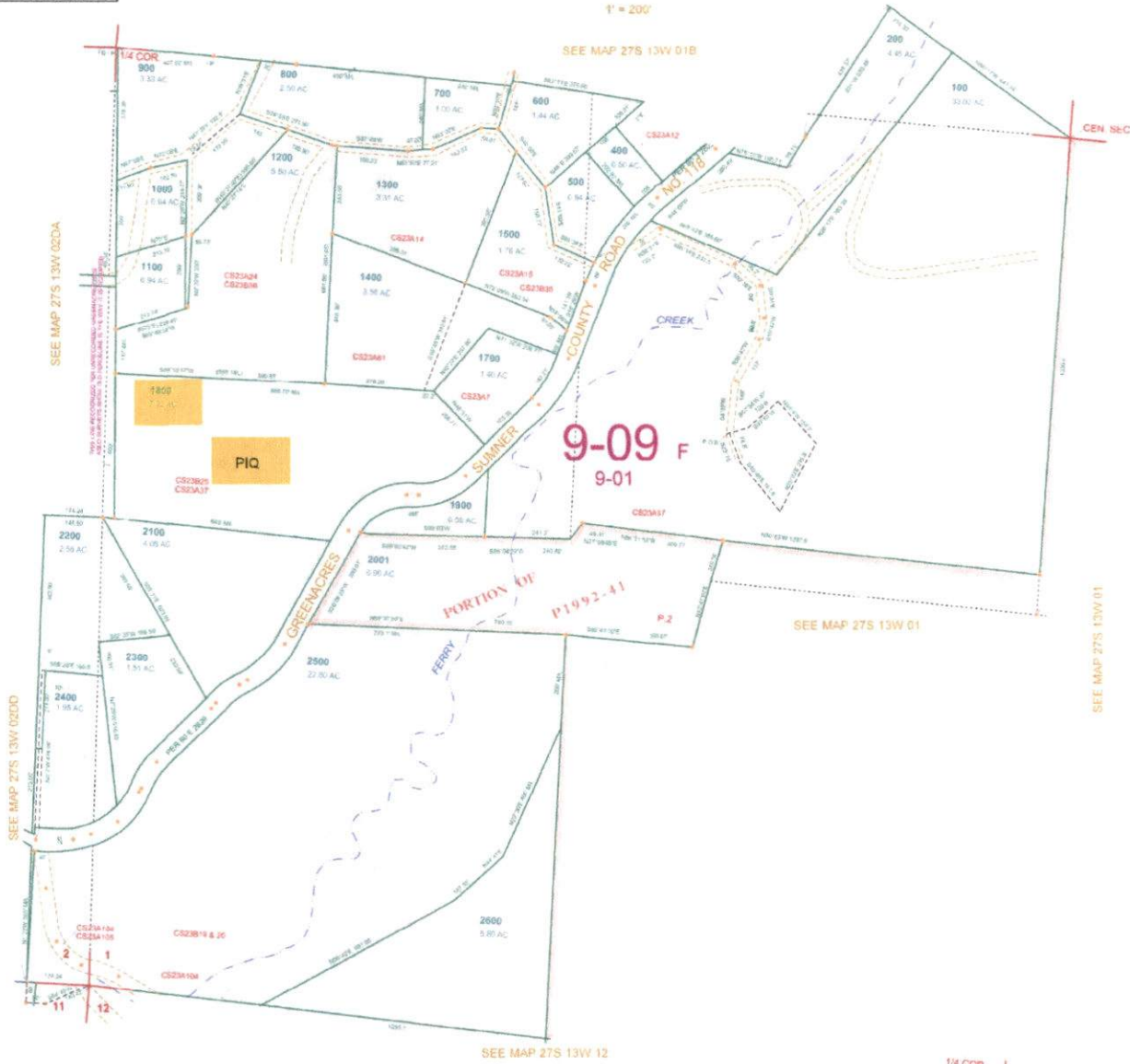
SW1/4 SEC. 01 T27S R13W W.M.
COOS COUNTY

27S 13W 01C

1" = 200'

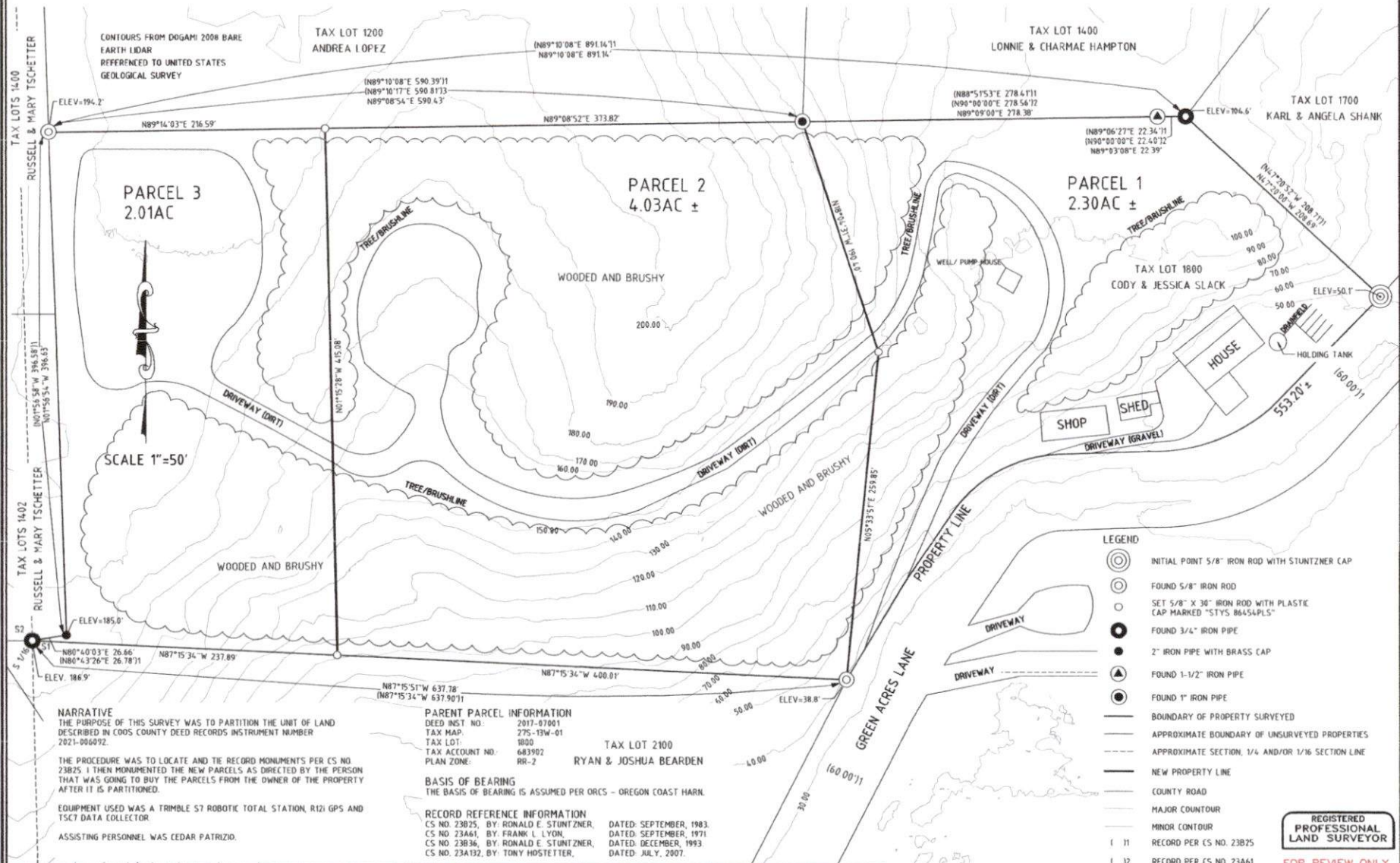
CANCELLED NO.

- 300
- 1800
- 300M1
- 1600M1
- 2000
- 2201
- 2401



12-26-2007
27S 13W 01C

TENTATIVE PARTITION PLAT LOCATED IN THE SW 1/4 OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.



- LEGEND**
- -
 -
 -
 -
 -
 -
 -
 -
 -
 -
 -
 -
 -

NARRATIVE
 THE PURPOSE OF THIS SURVEY WAS TO PARTITION THE UNIT OF LAND DESCRIBED IN COOS COUNTY DEED RECORDS INSTRUMENT NUMBER 2021-066092.
 THE PROCEDURE WAS TO LOCATE AND TIE RECORD MONUMENTS PER CS NO. 23825 I THEN MONUMENTED THE NEW PARCELS AS DIRECTED BY THE PERSON THAT WAS GOING TO BUY THE PARCELS FROM THE OWNER OF THE PROPERTY AFTER IT IS PARTITIONED.
 EQUIPMENT USED WAS A TRIMBLE S7 ROBOTIC TOTAL STATION, R12) GPS AND TSC7 DATA COLLECTOR
 ASSISTING PERSONNEL WAS CEDAR PATRIZIO.

PARENT PARCEL INFORMATION
 DEED INST. NO.: 2017-07001
 TAX MAP: 275-13W-01
 TAX LOT: 8000
 TAX ACCOUNT NO.: 683902
 PLAN ZONE: RR-2
 TAX LOT 2100
 RYAN & JOSHUA BEARDEN

BASIS OF BEARING
 THE BASIS OF BEARING IS ASSUMED PER ORCS - OREGON COAST HARN.

RECORD REFERENCE INFORMATION
 CS NO. 23825, BY: RONALD E. STUNTZNER, DATED: SEPTEMBER, 1983.
 CS NO. 23461, BY: FRANK L. LYON, DATED: SEPTEMBER, 1971
 CS NO. 23836, BY: RONALD E. STUNTZNER, DATED: DECEMBER, 1993.
 CS NO. 23A12, BY: TONY HOSTETTER, DATED: JULY, 2007.

STATEMENT OF WATER AVAILABILITY:
 NO DOMESTIC WATER SUPPLY WILL BE PROVIDED TO THE PURCHASER OF ANY PARCEL DEPICTED IN THIS PARTITION PLAT EVEN THOUGH A DOMESTIC WATER SOURCE MAY EXIST

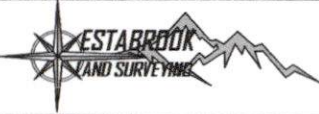
STATEMENT OF SEWAGE DISPOSAL SYSTEM:
 NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO THE PURCHASER OF ANY PARCEL DEPICTED IN THIS PARTITION PLAT EVEN THOUGH A SEWAGE DISPOSAL FACILITY MAY EXIST.

REGISTERED PROFESSIONAL LAND SURVEYOR

FOR REVIEW ONLY

OREGON NOVEMBER 8, 2022
 STEPHAN R. STYS
 86454PLS

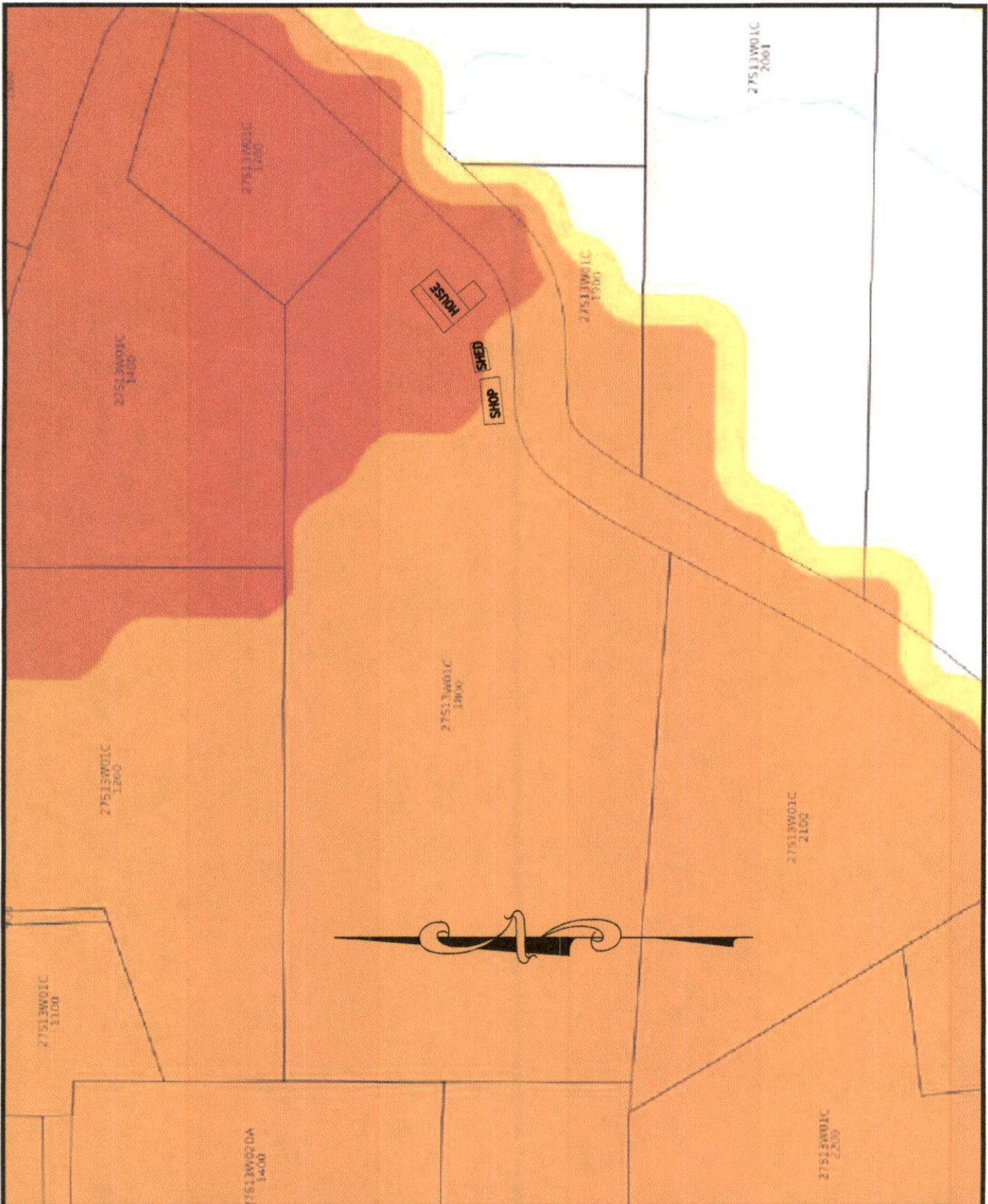
EXPIRES 06/30/24



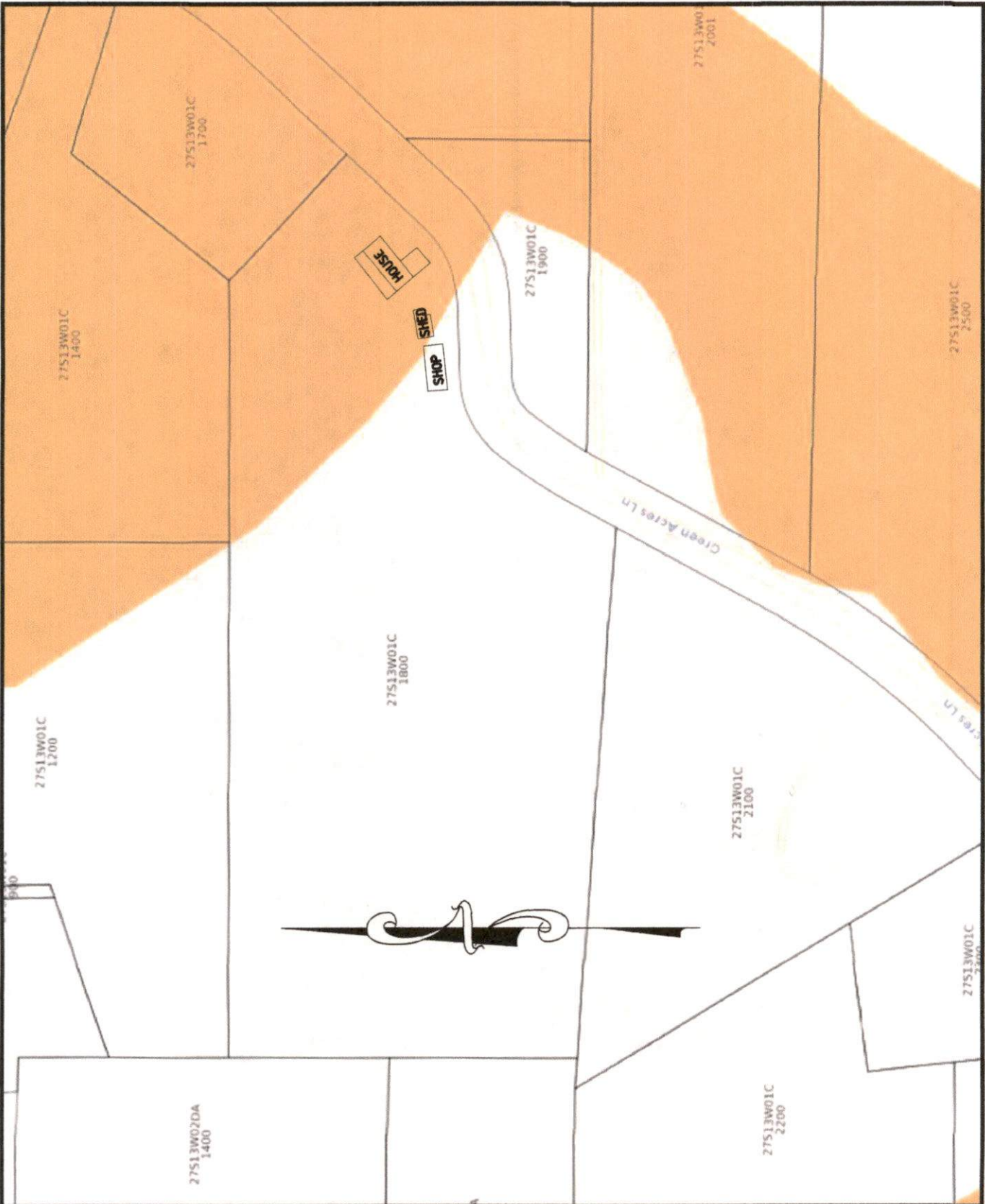
PO BOX 778
 COOS BAY, OR 97420
 541-294-6915
 WWW.ESTABROOKLANDSURVEYING.COM

PREPARED FOR:
 CODY SLACK
 93777 GREEN ACRES LANE
 COOS BAY, OREGON 97420

DRAWN BY: BAC
 CHECKED BY: SRS
 JOB NO.: 2024-024
 DATE: 4/10/2024
 SHEET: 1 OF 2



ESTABROOK LAND SURVEYING	Drawn By: BAC Date: 4/3/2024	0 1" = 150' 1" 	LANDSLIDE HAZARDS	FIGURE
	SLACK PARTITION	27S-13W-01	1	



ESTABROOK LAND SURVEYING	Drawn By: BAC Date: 4/3/2024		LIQUEFACTION HAZARDS	FIGURE
	SLACK PARTITION		27S-13W-01	1

Recorded Nov 27, 1945, 4:00 p.m.
 U. N. Oddy, County Clerk

My commission expires Nov 16, 1948
 (Notarial Seal)

19828-

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That the city of Coos Bay (formerly City of Marshfield), Oregon, a municipal corporation, in consideration of four hundred dollars (\$400.00) to it paid by Alfred J. French and Janet Stowell French, husband and wife, of Coos Bay, County of Coos and State of Oregon, has bargained and sold, and by these presents, does grant, bargain, sell and convey unto the said Alfred J. French and Janet Stowell French their heirs and assigns, all the following bounded and described real property, situated in the county of Coos and State of Oregon, to-wit:

a tract of land beginning at the Northeast corner of lot 3, block 21, Sengstackens Addition to Coos Bay (formerly Marshfield) Coos County, Oregon, according to the map and plat thereof on file and of record in the office of the county clerk of Coos County, Oregon; and running thence south 0 degrees 10 minutes east along the east boundary of the said lot 3 for a distance of 89.88 feet to a point on the northerly boundary of the East Park Roadway, the said point being on a curve of 130.0 foot radius whose tangent at the said point bears north 70 degrees 51.7 minutes west; thence along the said curve to the left through a central angle of 13 degrees 26.8 minutes for a distance of 30.51 feet; thence north 84 degrees 18 1/2 minutes west for a distance of 48.04 feet to the point of beginning of a curve to the right of 70.0 foot radius; thence along the said curve through a central angle of 81 degrees 30 1/2 minutes for a distance of 99.58 feet; thence north 2 degrees 48 minutes west for a distance of 48.89 feet to the point of beginning of a curve to the left of 330.0 foot radius; thence along the said curve through a central angle of 0 degrees 38 1/2 minutes for a distance of 3.08 feet to a point on the north boundary extended westerly of the vacated portion of Date Avenue; thence north 89 degrees 49 1/2 minutes east along the said north boundary of the vacated portion of Date Avenue for a distance of 140.69 feet; thence south 0 degrees 10 minutes east for a distance of 80.0 feet to the point of beginning. (Being a portion of lots 3 and 4, block 21, Sengstackens Addition to Coos Bay (formerly Marshfield) and all of the vacated portion of Date Avenue lying to the west of the east boundary extended north of the said lot 3, and a portion of the vacated street along the west margin of the said Sengstackens addition, and also, a portion of the unplatted southwest quarter of the northeast quarter of section 27, township 25 south, range 13 west of the Willamette Meridian.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and also all its estate, right, title and interest, in and to the same.

TO HAVE AND TO HOLD the above described and granted premises unto the said Alfred J. French and Janet Stowell French, husband and wife their heirs and assigns forever.

IN WITNESS WHEREOF, the grantor above named pursuant to a resolution duly and legally adopted by its common council has caused these presents to be executed for and on its behalf by its mayor and its recorder, and its corporate seal to be affixed, all this 2nd day of November A.D. 1945.

Executed in the presence of us as
 witnesses:
 Ruth Hoagland (corporate seal)

CITY OF COOS BAY, OREGON
 By E. E. Fitzwalter, Mayor
 By H. Oscar Gulovsen, Recorder

STATE OF OREGON
 County of Coos :ss. THIS CERTIFIES, that on this 2nd day of November A.D. 1945,
 before me the undersigned, a notary public in and for said county and state personally appeared
 E. E. Fitzwalter and H. Oscar Gulovsen both to me personally known who being each
 first duly sworn, did say that he, the said E. E. Fitzwalter is the mayor, and he the said

IN WITNESS WHEREOF, Alfred Ericsson the grantor above named hereunto sets his hand and seal this 13th day of September A.D. 1918.

Signed, sealed and delivered in:
the presence of us as witnesses:
C. A. Stone, John V. Oline,

Alfred Ericsson,

(Seal)

(50 cents Internal Revenue Stamp cancelled: A.E., Sept. 13th, 1918)

State of Montana :
County of Flathead:ss. THIS CERTIFIES, That on this 13th day of September A.D. 1918 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared the within named Alfred Ericsson, a single person, personally known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed and for the uses and purposes therein mentioned.

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

C. A. Stone,
Notary Public for the State of Montana,
residing at Polson, Montana.
My Commission expires Sept. 20th, 1919.

Recorded October 1, 1918, 10 A.M.
L. W. Oddy, County Clerk. (Seal: C. A. Stone, Notary Seal, State of Montana.)

17466. THIS INDENTURE, made this 17th day of December, in the year of our Lord one thousand nine hundred and seventeen (1917), between Coos Bay Lumber Company, a corporation duly organized and existing under and by virtue of the laws of the state of Delaware, party of the first part, and Otto Granfors of the County of Coos and State of Oregon, party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of Ten (10) Dollars, Gold Coin of the United States of America, and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain, and sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns, forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Coos, State of Oregon, described as follows, to-wit:

North Half of the Southwest Quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section One (1), Township Twenty-seven (27) South, Range Thirteen (13) West of Willamette Meridian.

EXCEPTING AND RESERVING, however, therein, and there is hereby excepted and reserved under the terms of this deed any and all minerals of whatsoever character, including coal, any mineral oil or similar substances, clay, fire-clay, and ore of every description lying on, in or under said premises or any portion thereof, and the right in said first party to enter upon any portion of said lands, examine the same, and prospect for said reserved substances, or any thereof, and to mine for and remove the same; also a right of way, and the right at any time to establish and maintain a road or roads, railroad or railroads, tramway or tramways of any kind or character in, over and across said premises without payment or compensation to said second party other than the actual damages to any buildings or structures erected thereon, or growing crops.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. And the said party of the first part, for itself and its successors, does covenant with the said party of the second part, his heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all encumbrances and the above bargained and granted lands and premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will warrant and defend.

IN TESTIMONY WHEREOF, the said party of the first part has caused these presents to be executed in its corporate name by its Vice President and its Assistant Secretary and its corporate seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered in the presence of: Coos Bay Lumber Company,
By F. A. Warner, its Vice President,
By Charles L. Trabert,
Agnes C. Nelson, Its Assistant Secretary.

(Corporate Seal: Coos Bay Lumber Company, Delaware, Corporate Seal, 1915)

State of California:
County of Alameda: ss.

On this 17th day of December, in the year of our Lord, one thousand nine hundred and seventeen (1917), before me, Marion Guyot, a Notary Public within and for said County, personally appeared F.A. Warner and Charles L. Trabert, to me personally known, who being by me duly sworn did say that they are respectively the Vice President and the Assistant Secretary of the Coos Bay Lumber Company, the corporation named in the foregoing instrument, and that the seal affixed to said 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 said F.A. Warner and Charles L. Trabert acknowledged said instrument to be the free act and deed of said corporation.

Marion Guyot,
Notary Public in and for the County of Alameda,
State of California.

Recorded October 1, 1918, 11:15 A.M.
L. W. Oddy, County Clerk. (Seal: Marion

Guyot, Notary Public, Alameda Co., Cal.)
My Commission expires September 27, 1921.

17467. THIS INDENTURE WITNESSETH: That Indianna H. Giles (a widow) for the consideration of the sum of Ten Dollars to her paid, has bargained and sold and by these presents does bargain, sell and convey unto J.H. Giles as Administrator of and for the benefit of Daniel Giles Estate the following described premises, to-wit:

Lot Three (3) of Block Thirty-Three (33) of Brown's Extension of Brown's Addition to the Town (now City) of Myrtle Point, Coos County, Oregon, as per plat of said extension of said addition on file and of record in the office of the County Clerk of and for said County and State.

(Actual consideration less than \$100.00)

Together with all the tenements, hereditaments and appurtenances thereunto belonging, and also all her estate, right, title and interest in and to same, including dower and claim of dower.

TO HAVE AND TO HOLD the said premises, unto the said J.H. Giles Administrator, successors and assigns forever. And the said grantor does hereby covenant to and with the said grantee successors and assigns that she is lawfully seized in fee simple of said premises;

D-79

After Recording Return To:
AMERICAN FINANCING CORPORATION
3045 S PARKER ROAD BUILDING B STE 100
AURORA, COLORADO 80014
Loan Number: 20130844650

Coos County, Oregon **2024-00694**
\$171.00 Pgs=18 02/05/2024 09:48 AM
eRecorded by: FIRST AMERICAN TITLE SUNNYSIDE
Julie A. Brecke, Coos County Clerk

[Space Above This Line For Recording Date]

FHA Case No: 431-7891402-703 **DEED OF TRUST**

MIN: 100339700008439957

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated January 31, 2024, together with all Riders to this document.
(B) "Borrower" is Cody L. Slack and Jessica O. Slack, as tenants by the entirety

Borrower is the trustor under this Security Instrument.

(C) "Lender" is AMERICAN FINANCING CORPORATION

Lender is a CORPORATION organized and existing under the laws of COLORADO
Lender's address is 3045 S PARKER ROAD BUILDING B STE 100, AURORA, COLORADO 80014

(D) "Trustee" is FIRST AMERICAN TITLE - OREGON
825 NE Multnomah, Ste 275, Portland, Oregon 97232

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which



First American - 4127614-SS

further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) "Note" means the promissory note signed by Borrower and dated January 31, 2024. The Note states that Borrower owes Lender **FOUR HUNDRED SEVENTY THOUSAND EIGHTY-FIVE AND 00/100** Dollars (U.S. \$ 470,085.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2054.

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

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

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Other(s) [specify]
MERS Rider |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(S) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of Coos :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE ATTACHED LEGAL
A.P.N.: 683902

which currently has the address of 93777 Green Acres Lane
[Street]
Coos Bay , Oregon 97420 ("Property Address"):
[City] [Zip Code]

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

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return



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

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and, Fifth, to late charges due under the Note.

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying



the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

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

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



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

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

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

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

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.



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

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

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

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced



by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.



If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default



of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance



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

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

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

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

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

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

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

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



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

27. **Required Evidence of Property Insurance.**

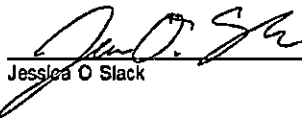
WARNING

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

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

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

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



Jessica O Slack (Seal)
-Borrower-



Cody L Slack (Seal)
-Borrower-

Witness

Witness



[Space Below This Line For Acknowledgment]

State of OREGON

County of Cros

This record was acknowledged before me on January 31 2024
(date)

by Jessica O Slack AND Cody L Slack

(name(s) of individual(s))



[Handwritten Signature]
(Signature of Notarial Officer)

Notary OR
(Title, e.g. Notary Public - State of Oregon)

My commission expires: JUL 18 2025

(STAMP if required)

Loan Originator: Jacob Storey, NMLSR ID 1611651
Loan Originator Organization: AMERICAN FINANCING CORP, NMLSR ID 182334



MIN: 100339700008439957

Loan Number: 20130844650

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 31st day of January, 2024, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to AMERICAN FINANCING CORPORATION, A CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

93777 Green Acres Lane, Coos Bay, Oregon 97420

[Property Address]

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

A. LANGUAGE PRECEDING UNIFORM COVENANTS

1. The definition of the term "MERS", which appears before the Transfer of Rights in the Property section of the Security Instrument is amended as follows:

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

2. The Security Instrument is further amended to add the following definition immediately after the paragraph defining the term "MERS", which appears before the Transfer of Rights in the Property section of said Security Instrument:

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



B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, with interest, and all renewals, extensions and modifications of the Note; (ii) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (iii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of Coos
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED LEGAL
A.P.N.: 683902

which currently has the address of 93777 Green Acres Lane

[Street]

Coos Bay OR 97420 ("Property Address")
[City] [State] [Zip Code]

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

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

C. NOTICES

Section 14 of the Security Instrument is amended to read as follows:

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice

