
The purpose of this notice is to inform you about the proposal and decision, where you may receive more information, and the requirements if you wish to appeal the decision by the Director to the Coos County Hearings Body. Any person who is adversely affected or aggrieved or who is entitled to written notice may appeal the decision by filing a written appeal in the manner and within the time period as provided below pursuant to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 5.8. If you are mailing any documents to the Coos County Planning Department the address is 250 N. Baxter, Coquille OR 97423. Mailing of this notice to you precludes an appeal directly to the Land Use Board of Appeals.

Mailed notices to owners of real property required by ORS 215 shall be deemed given to those owners named in an affidavit of mailing executed by the person designated by the governing body of a county to mail the notices. The failure of the governing body of a county to cause a notice to be mailed to an owner of a lot or parcel of property created or that has changed ownership since the last complete tax assessment roll was prepared shall not invalidate an ordinance.

The application, staff report and any conditions may be found at the following link:<http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2020.aspx>. The application and all documents and evidence contained in the record, including the staff report and the applicable criteria, are available for inspection, at no cost, in the Planning Department located at 225 North Adams Street, Coquille, Oregon; however, an appointment is required to be setup for viewing purposes. Copies may be purchased at a cost of 50 cents per page. The decision is based on the application submittal and information on record. The name of the Coos County Planning Department representative to contact is Crystal Orr, Planner I and the telephone number where more information can be obtained is (541) 396-7770.

Failure of an issue to be raised in a hearing, in person or in writing, or failure to provide statements of evidence sufficient to afford the Approval Authority an opportunity to respond to the issue precludes raising the issue in an appeal to the Land Use Board of Appeals.

Reviewed by: 
Crystal Orr, Planner I

Date: Wednesday, December 30, 2020 .

This decision is authorized by the Coos County Planning Director, Jill Rolfe based on the staff's analysis of the Findings of Fact, Conclusions, Conditions of approval, Application and all evidence associated as listed in the exhibits.

EXHIBITS

Exhibit A: Conditions of Approval

Exhibit B: Vicinity Map

Exhibit C: Adjustment Map

The following exhibits are on file at the Coos County Planning Department and may be accessed by contacting the department. All noticeable decisions are posted on the website for viewing when possible.

Exhibit D: PLA-20-028 Staff Report -**Findings of Fact and Conclusions**

Exhibit E: Comments Received

Exhibit F: Application

EXHIBIT "A"
CONDITIONS OF APPROVAL

The applicant shall comply with the following conditions of approval with the understanding that all costs associated with complying with the conditions are the responsibility of the applicants and that the applicants are not acting as an agent of the county. If the applicant fails to comply or maintain compliance with the conditions of approval the permit may be revoked as allowed by the Coos County Zoning and Land Development Ordinance. Please read the following conditions of approval and if you have any questions contact planning staff.

1. All applicable mapping and filing requirements shall be complied with as listed below. If a map is required it shall be submitted to the Surveyor's office with the deeds. The deeds shall not be filed and that map has the appropriate signatures. Copies of all recorded deeds shall be submitted as the final step in the process.
2. An after the fact Compliance Determination or proof that the Accessory Structure was built with permits will need to be provided to the Coos County Planning Department prior to Staff signing off on the Property Line Adjustment Map.

Mapping and Filing Requirements

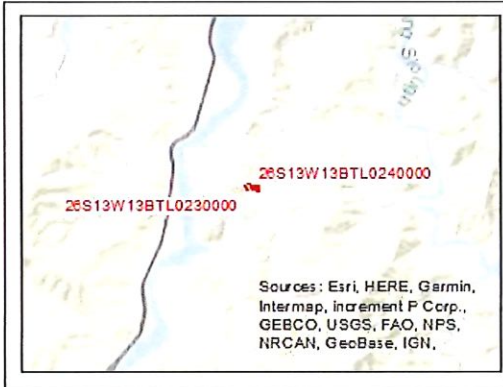
1. Map and Monuments Required:
 - a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
 - b. The survey map shall show all structures within ten (10) feet of the adjusted line;
 - c. The survey shall establish monuments to mark the adjusted line.
2. Approval and Filing Requirements:
 - a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
 - b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
 - c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
 - d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;
 - e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.
 - f. The property line adjustment deed must be submitted on the exact format found in § 6.3.175.f.

**EXHIBIT "B"
VICINITY MAP**



COOS COUNTY PLANNING DEPARTMENT

Mailing Address: 250 N. Baxter, Coos County Courthouse, Coquille, Oregon 97423
 Physical Address: 225 N. Adams, Coquille Oregon
 Phone: (541) 396-7770
 Fax: (541) 396-1022/TDD (800) 735-2900



File: PLA-20-028
 Applicant/ Owner: Breitmeyer Family Trust/ Kerry & Linda Cavanagh
 Date: December 21, 2020
 Location: Township 26S Range 13W Section 13B TL 2300 & 2400
 Proposal: Property Line Adjustment

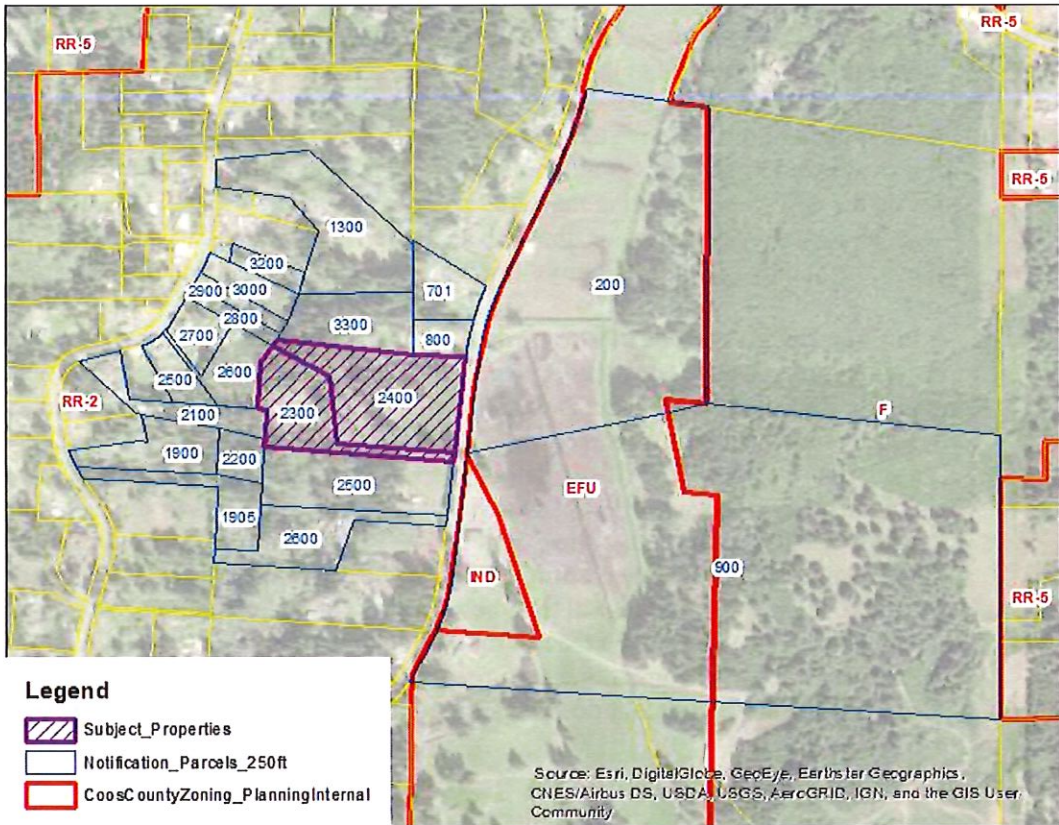
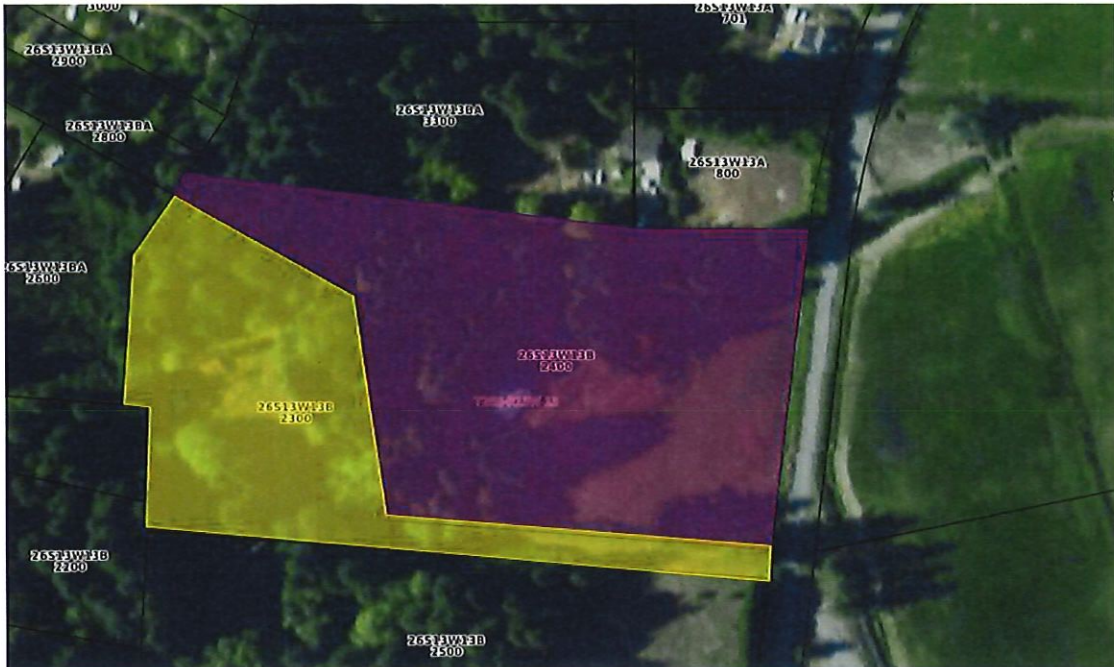


EXHIBIT "C"
ADJUSTMENT MAP
Before:



After:



EXHIBIT "D"
STAFF REPORT
FINDINGS OF FACT AND CONCLUSIONS

I. PROPOSAL AND BACKGROUND/PROPERTY HISTORY INFORMATION:

A. Proposal: The proposal is a request for Planning Director Approval of property Line Adjustment between two lawful parcels to create additional space behind the house on tax lot 2300 (to create a buffer between the parcels).

B. BACKGROUND INFORMATION:

Tax lot 2300 has a Single Family Dwelling and an Accessory Structure and contains 3.60 acres. According to Coos County Assessor's information the dwelling was sited in 1960 and the Accessory Structure was sited in 2008. The dwelling was built prior to the Coos County Zoning and Land Development Ordinance (CCZLDO), but the accessory structure was not. An after the fact Compliance Determination or proof that the Accessory Structure was built with permits will need to be provided to the Coos County Planning Department prior to Staff signing off on the Property Line Adjustment Map.

Tax lot 2400 has a Manufactured Dwelling and Carport and contains 5.82 acres. According to Coos County Assessor's information the dwelling was sited in 1995 and the carport was sited in 1996. Tax lot 2400 is Parcel 1 of P-94-23. The dwelling and carport were permitted via a Zoning Clearance Letter (ZCL-95-352) issued on August 12, 1996.

II. BASIC FINDINGS:

A. LOCATION: These units of land are accessed by and located on Ross Inlet Road, southeast of the City of Coos Bay.

B. ZONING: Both parcels are zoned Rural Residential-2 (RR-2).

ARTICLE 4.2 – ZONING PURPOSE AND INTENT

Section 4.2.100 Residential

Rural Residential (RR) There are two RR zonings: Rural Residential-5 (RR-5) and Rural Residential-2 (RR-2). The intent of the Rural Residential Districts includes justified sites plus "committed" areas. The County's plan prescribes and allocates a finite number of rural dwelling/units/acreage. The zoning ordinance will specify permitted uses and minimum lot sizes.

The purpose of the "RR-2" and "RR-5" districts are to provide for small to medium acreage dwelling sites outside of Urban Growth Boundaries, where a moderate intensity of land development is appropriate, but where urban services and facilities may not be available or necessary.

C. SPECIAL DEVELOPMENT CONSIDERATIONS AND OVERLAYS:

SECTION 4.11.125 Special Development Considerations: The considerations are map overlays that show areas of concern such as hazards or protected sites. Each development consideration may further restrict a use. Development considerations play a very important role in determining where development should be allowed in the Balance of County zoning. The adopted plan maps and overlay maps have to be examined in order to determine how the inventory applies to the specific site

SECTION 4.11.200 Purpose: Overlay zones may be super-imposed over the primary zoning district and will either add further requirements or replace certain requirements of the underlying zoning district. The requirements of an overlay zone are fully described in the text of

the overlay zone designations. An overlay zone is applicable to all Balance of County Zoning Districts and any zoning districts located within the Coos Bay Estuary Management Plans when the Estuary Policies directly reference this section.

No development is part of this proposal; therefore, there are no Special Development Considerations or Overlays required to be addressed.

D. SITE DESCRIPTION AND SURROUNDING USES:

Tax lot 2300 currently consists of 3.60 acres, and tax lot 2400 consists of 5.82 acres. Both parcels are zoned Rural Residential-2 (RR-2) and are surrounded by like zoning. The parcels surrounding are being used for Residential and Farming. The parcels on the opposite side of Ross Inlet Road are zoned Exclusive Farm Use (EFU) and Industrial (IND).

E. COMMENTS:

- a. **PUBLIC AGENCY:** The only comment received was from the Coos County Surveyor's office. Please see his comment at Exhibit E.
- b. **PUBLIC COMMENTS:** This application request did not require any request for comments prior to the release of the decision.
- c. **LOCAL TRIBE COMMENTS:** This application request did not require any request for comments prior to the release of the decision.

F. LAWFULLY CREATED UNIT OF LAND: Tax lot 2300 was lawfully created pursuant to 6.1.125.1.e by a deed prior to any Zoning and Land Development Ordinances (deed document number 76-079813). Tax lot 2400 was lawfully created pursuant to 6.1.125.1. Tax lot 500:78-75005 & Tax lot 800: 81-30113). The properties were reconfigured through the first property line adjustment as explained under the finding for Section 6.3.125.1.a through an approved Partition (P-94-23).

III. STAFF FINDINGS AND CONCLUSIONS:

a. SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:

The proposal is for Planning Director Approval of a Property Line Adjustment. The proposal is subject to Coos County Zoning and Land Development (CCZLDO) Article 6.3 Property Line Adjustments.

b. Key definitions:

ACTIVITY: Any action taken either in conjunction with a use or to make a use possible. Activities do not in and of themselves result in a specific use. Several activities such as dredging, piling and fill may be undertaken for a single use such as a port facility. Most activities may take place in conjunction with a variety of uses.

DEVELOP: To bring about growth or availability; to construct or alter a structure, to conduct a mining operation, to make a physical change in the use or appearance of land, to divide land into parcels, or to create or terminate rights to access.

DEVELOPMENT: The act, process or result of developing.

USE: The end to which a land or water area is ultimately employed. A use often involves the placement of structures or facilities for industry, commerce, habitation, or recreation.

ZONING DISTRICT: A zoning designation in this Ordinance text and delineated on the zoning maps, in which requirements for the use of land or buildings and development standards are prescribed.

Dwelling: Any building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.

c. Criteria and standards for Property Line Adjustments

• **SECTION 6.3.125 PROCEDURE:**

1. *An application for a line adjustment or elimination shall be filed by the owners of all lots or parcels affected. The application shall be accompanied by an appropriate fee and contain the following information:*
 - a. *Reason for the line adjustment;*
 - b. *Vicinity map locating the proposed line adjustment or elimination in relation to adjacent subdivisions, partitions, other units of land and roadways;*
 - c. *A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line;*
 - d. *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.*
 - e. *A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.*

FINDING: The application was received on October 18, 2020 and deemed complete November 19, 2020. A Vicinity Map showing the adjustment was submitted. A property report was provided. Tax lot 2300 has a lien through Bank of America and Countrywide Home Loans, INC, a copy of this report will be provided to them. PHH Mortgage Corporation and a copy of this report will be provided to them. Tax lot 500 does not have a lien.

Therefore, all criteria have been satisfied.

2. *A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:*
 - a. *No parcel is reduced in size contrary to a condition under which it was formed;*
 - b. *The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming); and*
 - c. *Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).*

FINDING: The zoning within this adjustment is Rural Residential-2 (RR-2) and the minimum lot size is two (2) acres. In order for a parcel to be considered conforming it would need to meet the minimum lot size of two (2) acres. Both tax lots are above the minimum lot size, which means they are conforming parcels. After the adjustment both parcels will remain above the minimum lot size, which means they will remain conforming.

Therefore, this request complies with the criteria under this section.

3. *An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.*

FINDING: This adjustment will not create an encroachment. Therefore, this request complies with this criterion under this section.

4. *A line adjustment for a lot or parcel that contains a dwelling, not on a public sanitation system, and is less than an acre before the adjustment and further reduced as a result of the adjustment shall obtain documentation from Department of Environmental Quality (DEQ) that the sanitation system will still meet their requirements.*

FINDING: Neither parcel will be less than an acre. Therefore, this request complies with the criteria under this section.

5. *In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.*
 - a. *A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;*
 - b. *A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;*
 - c. *A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.*

FINDING: This adjustment is not to qualify either unit of land for a dwelling. Therefore, this criterion does not apply.

6. *Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, resource lands, and estuary zoned lands unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.*

FINDING: The parcels are both like zoned; therefore, this criterion has been met.

- **SECTION 6.3.150 EASEMENTS AND ACCESS:**

A line adjustment shall have no effect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected then an easement may be created for access to comply with this criterion.

FINDING: There will be no effect on existing easements. Therefore, this criterion has been met.

IV. DECISION:

The proposed Property Line Adjustment meets the requirements of the Coos County Zoning and Land Development Ordinance, with conditions listed in Exhibit "A" of this report.

V. EXPIRATION:

This is a tentative approval that is valid for up to one year. To finalize this decision the applicant shall comply with the approval and filing requirements found in the conditions of approval in Exhibit "A" of this report once the appeal period has expired and an appeal has not be filed.

VI. NOTICE REQUIREMENTS:

A notice of decision will be provided to property owners within 250 feet of the subject properties and the following agencies, special district or parties: Millington RFPD

A Notice of Decision and Staff Report will be provided to the following: Applicants/Owners, Department of Land Conservation and Development, Planning Commission, and Board of Commissioners.

EXHIBIT "F"
COMMENTS RECEIVED



COOS COUNTY SURVEYOR
250 N. Baxter Street, Coquille, Oregon 97423

Michael L. Dado
541-396-7586
Email coosurvey@co.coos.or.us

October 22, 2020

PLA-20-028
Breitmeyer Family Trust
26-13- 13B, TL 2400
Kerry & Linda Cavanagh
26-13- 13B, TL 2300

Crystal,

I have no objections to this proposed Property Line Adjustment. The new line will need to be surveyed and monumented.
I have no further comments at this time.

Very truly yours

A handwritten signature in cursive script that reads "Michael L. Dado".

Michael L. Dado

EXHIBIT "G"
APPLICATION



PROPERTY LINE ADJUSTMENT
SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO:
COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL
PLANNING@CO.COOS.OR.US PHONE: 541-396-7770



FILE NUMBER: PLA-20-028

Date Received: 10/19/20 Receipt #: 220885 Received by: A. Dibble
This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed.
(If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) BREITMEYER FAMILY TRUST

Mailing address: 62168 ROSS INLET RD, COOS BAY, OR 97420

Phone: 541-269-7832

Email: cricket.soules@gmail.com

Township: 26S Range: 13W Section: 13 1/4 Section: B 1/16 Section: Select Tax lot: 2400

Tax Account Number(s): 525200

Zone: Select Zone Rural Residential-2 (RR-2)

Acreage Prior to Adjustment: 5.82

Acreage After the Adjustment 5.31

B. Land Owner(s) CAVANAGH, KERRY & LINDA

Mailing address: 62126 ROSS INLET RD, COOS BAY, OR 97420

Phone: ~~541-290-5444~~ 541-290-5444

Email: 1Kcavanagh@hotmail.com

Township: 26S Range: 13W Section: 13 1/4 Section: B 1/16 Section: Select

Tax lot: 2300

Tax Account Number(s) 525513

Zone Rural Residential-2 (RR-2)

Acreage Prior to Adjustment: 3.60

Acreage After the Adjustment 4.11

C. Surveyor DOUGLAS C. MCMAHAN

Mailing Address P.O. BOX 118, COOS BAY, OR 97420

Phone #: 541-267-2872

Email: DOUG@STUNTZNER.COM

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

*NO Comments
except surveyor +
assessor*

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

Purpose of the Property Line Adjustment:

To creat additional space behind the house on tax lot 2300, and to reduce unused space on tax lot 2400.

A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.

A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows:

1. Within Farm and Forest at least within 30 feet of the property boundaries.
2. Within Rural Residential at least 10 feet of the property boundaries.
3. Within Controlled Development at least within 20 feet of the boundaries.
4. Within Estuary Zones at least within 10 feet of the boundaries.
5. Within Commercial and Industrial within 10 feet of the boundaries.

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

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

Please list all Lien Holders names and addresses:

Property 1: None

Property 2: Bank of America
1800 Tapo Canyon Rd., Simi Valley, CA
93063

Please answer the following:

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

Was property one created through a land division? Yes No

Was property two created through a land division? Yes No

Are there structures on the property? Yes No

If there are structures please provide how far they are in feet from the adjusted boundary line:

165'+/-

Is there a sanitation system on the one or both properties, if so, please indicate the type of system

Yes No

Onsite Septic System Public Sewer

Is property one going to result in less than an acre and contain a dwelling? Yes No

Is property two going to result in less than an acre and contain a dwelling? Yes No

Is one or both properties zoned Exclusive Farm Use or Forest? Yes No

Will the property cross zone boundaries? If so, a variance request will be required. Yes No

Will the property line adjustment change the access point? Yes No

Acknowledgment Statement: I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.

Property Owner Signatures

Douglas P. Spaul POA For Dorothy A. Breitmeyer Trustee
Breitmeyer Family Trust
Kerry and Linda Cavanaugh

Section 5.0.150 Application Requirements:

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

CONSENT

On this 13th day of October, 2020

I, Dorothy A. Breitmeyer, Trustee of the First Restated
(Print Owners Name as on Deed) Breitmeyer Family Trust

as owner/owners of the property described as Township 285, Range 13w

Section 13B, Tax Lot 2300, Deed Reference 200-5924

hereby grant permission to Stuntner Eng. LLC ^{Doug McMahon} so that a(n)
(Print Name)

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

County Planning Department.

Owners Signature/s

Douglas W. Stuntner

POWER OF ATTORNEY

Dorothy A. Breitmeyer
63010 W. Catching Rd.
Coos Bay, OR 97420
to
Douglas H. Soules
62170 Ross Inlet Rd.
Coos Bay, OR 97420

After recording, return to:
STEVE WILGERS, P.C.
P.O. Box 29
Coos Bay, OR 97420

DURABLE GENERAL POWER OF ATTORNEY

I, DOROTHYA. BREITMEYER, do hereby make, constitute and appoint DOUGLAS H. SOULES my agent and attorney in fact (hereinafter called "Agent"), with power and authority:

1. **Support.** To make expenditures for my care, maintenance, support and general welfare and to distribute such sums as are necessary for the care, maintenance, education and support of members of my immediate family who are or become dependent upon me for support;

2. **Management.** To take possession of, manage, administer, operate, maintain, improve and control all my property, real and personal; to insure and keep my property insured; and to pay any and all taxes, charges and assessments that may be charged or imposed upon any of my property;

3. **Collections.** To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to me; and to forgive debts; and to give receipts, satisfactions or other sufficient discharges for any debts;

4. **Checks and Notes.** To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity, and to accept drafts;

5. **Investments.** To retain any property in the hands of the Agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as my Agent may deem prudent;

DURABLE GENERAL POWER OF ATTORNEY - 1

6. **Debts.** To pay my debts and other obligations;
7. **Litigation.** To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability;
8. **Acquisition.** To bargain for, buy and deal in property and goods of every description;
9. **Disposition of Personal Property.** To sell, convey, grant, exchange, transfer, option, convert, pledge, consign, lease and otherwise dispose of any of my personal property;
10. **Borrowing.** To advance or loan the Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;
11. **Agreements.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper, subject to those limitations on real estate in paragraph 10.
12. **Voting.** To appear and vote for me in person or by proxy at any corporate or other meeting;
13. **Safety Deposit Box.** To have access to any safety deposit box which I have rented or any other person or persons have rented in my name;
14. **Employment of Others.** To employ others, including attorneys, accountants, investment advisors, custodians, appraisers, medical professionals or others to assist or advise the fiduciary and to employ caregivers for me or my family;
15. **Withdrawal of Funds.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf;
16. **Tax Returns.** To sign and file on my behalf all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me

DURABLE GENERAL POWER OF ATTORNEY - 2

before the United States Treasury Department, the Oregon Department of Revenue or the taxing authority of any other state or governmental entity;

17. **Government Benefits.** To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare and military service;

18. **Treasury Bonds.** To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes;

19. **Transactions with Trust.** To transfer property or to withdraw property from a trust that is created by me, either alone or in conjunction with others, and that provides that the income and principal of the trust shall be paid to me or applied for my benefit during my lifetime.

20. **Business Interests.** To continue as a going concern any business interest owned by me, either individually or as a co-partner;

General Authority. I authorize my Agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all my business and my property, wheresoever located, and whether now owned or hereafter acquired, as my Agent may deem in my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's acts and omissions and I empower my Agent to indemnify all such persons against loss, expense and liability.

Third Party Reliance. Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or an portion thereof certified as such by my Agent.

Durability. These powers of attorney shall be exercisable by my Agent on my behalf notwithstanding that I may become legally disabled or incompetent.

DATED this 8th day of February, 2006.


DOROTHY A. BREITMEYER

DURABLE GENERAL POWER OF ATTORNEY - 3

STATE OF OREGON)
) ss.
County of Coos)

This instrument was acknowledged before me on February 8,
2006 by DOROTHY A. BREITMEYER.



Susan Zwicker
Notary Public for Oregon

DURABLE GENERAL POWER OF ATTORNEY - 4

CONSENT

On this 13th day of October, 2020,

I, Kerry Cavanagh & Linda Cavanagh
(Print Owners Name as on Deed)

as owner/owners of the property described as Township 28s, Range 13w,

Section 13B, Tax Lot 2300, Deed Reference 76-7-9813

hereby grant permission to Stuntzner Eng. LLC ^{Dwg McMahon} so that a(n)
(Print Name)

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

County Planning Department.

Owners Signature/s Linda Cavanagh

Ticor Title Company of Oregon
Order No. 360620032861



300 W Anderson
(541)269-5127

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

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

Customer Ref.: _____
Order No.: 360620032861
Effective Date: October 1, 2020 at 08:00 AM
Charge: \$300.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Kerry Cavanagh and Linda Cavanagh, as tenants by the entirety

Premises. The Property is:

(a) **Street Address:**

62126 Ross Inlet, Coos Bay, OR 97420

(b) **Legal Description:**

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

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

Part Two - Encumbrances

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

EXCEPTIONS

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
2. The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. Rights of the public to any portion of the Land lying within the area commonly known as street, roads, alleys and highways.
4. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$99,750.00
Dated: April 21, 2016
Trustor/Grantor: Kerry Cavanagh, and Linda Cavanagh, as tenants by the entirety
Trustee: Reconstruct Company, N.A.
Beneficiary: Bank of America, N.A.
Recording Date: June 2, 2016
Recording No.: 2016-4371

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

Amount: \$45,130.00
Dated: September 29, 2005
Trustor/Grantor: Kerry Cavanagh, and Linda Cavanagh
Trustee: Fidelity National Title Insurance Company
Beneficiary: Mortgage Electronic Registration Systems, Inc. is acting solely as nominee for Countrywide Bank, N.A.
Recording Date: October 6, 2005
Recording No.: 2005-15282

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

Executed by: Kerry Cavanagh and Linda Cavanagh and Countrywide Home Loans, Inc.
Recording Date: June 19, 2006
Recording No: 2006-8097

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Bank of America, N.A.
Recording Date: July 1, 2015
Recording No.: 2015-5849

An agreement recorded June 2, 2016 at Recording No.: 2016-4372 which states that this instrument was subordinated to the document or interest described in the instrument

Ticor Title Company of Oregon
Order No. 360620032861

Recording Date: June 2, 2016
Recording No.: 2006-4371

End of Reported Information

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

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

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

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

EXHIBIT "A"
Legal Description

Beginning at a point located North 32° 03' 16" West a distance of 1,264.94 feet from the center of Section 13, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 86° 36' 00" East a distance of 875.97 feet by deed (measured South 86° 38' 43" East a distance of 874.26 feet); thence North 7° 04' 00" East a distance of 40.08 feet; thence North 86° 38' 43" West a distance of 533.89 feet; thence North 7° 04' 20" West a distance of 307.20 feet; thence North 61° 04' 26" West a distance of 289.44 feet; thence South 33° 13' 15" West a distance of 99.83 feet; thence South 3° 36' 54" West a distance of 207.09 feet; thence South 86° 21' 13" East a distance of 23.90 feet; thence South 3° 11' 47" West a distance of 173.28 feet to the point of beginning. Being a portion of the Southeast quarter of the Northwest quarter of Section 13, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

Ticor Title Company of Oregon
Order No. 360620032861

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

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

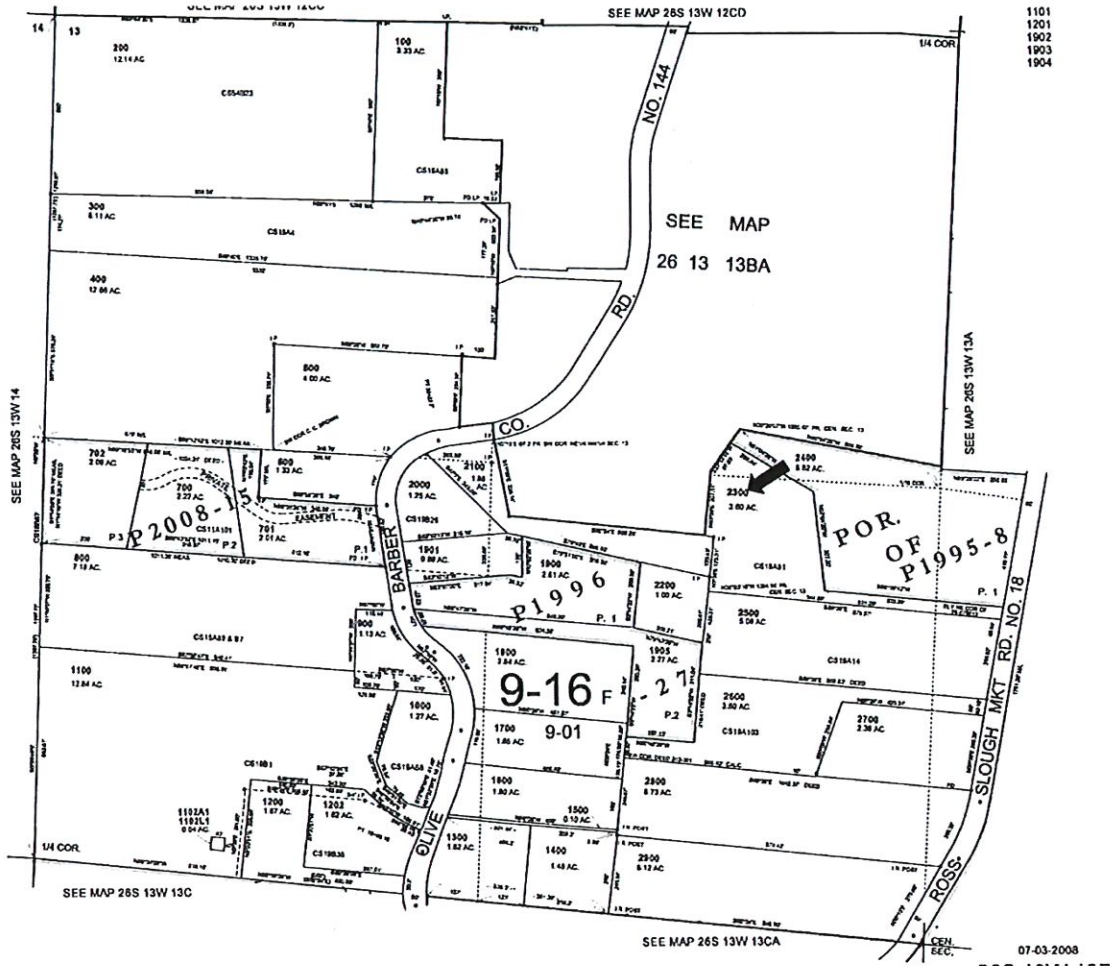
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL,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

END OF THE LIMITATIONS OF LIABILITY

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

TICOR TITLE™

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



76-2-9818

CHARLES

KNOW ALL MEN BY THESE PRESENTS, That I, BILTON CAVANAGH AND ARABELLE E.

CAVANAGH, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by KERRY CAVANAGH AND LINDA CAVANAGH, FUGENIA AID TEE OF COOS BAY, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the said grantees and grantees's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereto belonging or appertaining, situated in the County of COOS and State of Oregon, described as follows, to-wit:

BEGINNING AT A POINT LOCATED NORTH 32degrees 03' 16" WEST A DISTANCE OF 1,264.94 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 13 WEST, T.13., COOS COUNTY, OREGON; THENCE SOUTH 86 degrees 36' 00" EAST A DISTANCE OF 275.97 FEET BY DEED (MEASURED SOUTH 86 degrees 36' 43"); East a distance of 274.26 FEET; THENCE NORTH 7 04' 00" EAST A DISTANCE OF 40.08 FEET; THENCE NORTH 86 degrees 38' 43" WEST A DISTANCE OF 533.69; THENCE NORTH 7 degrees 04' 20" WEST A DISTANCE OF 307.20 FEET; THENCE NORTH 61 degrees 04' 26" WEST A DISTANCE OF 289.44 FEET; thence SOUTH 33 degrees 13' 15" WEST A DISTANCE OF 99.83 FEET; THENCE SOUTH 3 degrees 36' 54" WEST A DISTANCE OF 207.09 FEET, THENCE SOUTH 86 degrees 21' 13" EAST A DISTANCE OF 23.90 FEET, THENCE SOUTH 3 degrees 11' 47" WEST A DISTANCE OF 173.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.60 ACRES, MORE OR LESS, AND BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 13 WEST, T.13., COOS COUNTY, OREGON.

To Have and to Hold the same unto the said grantees and grantees's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantees and grantees's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances.

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 3,600.00

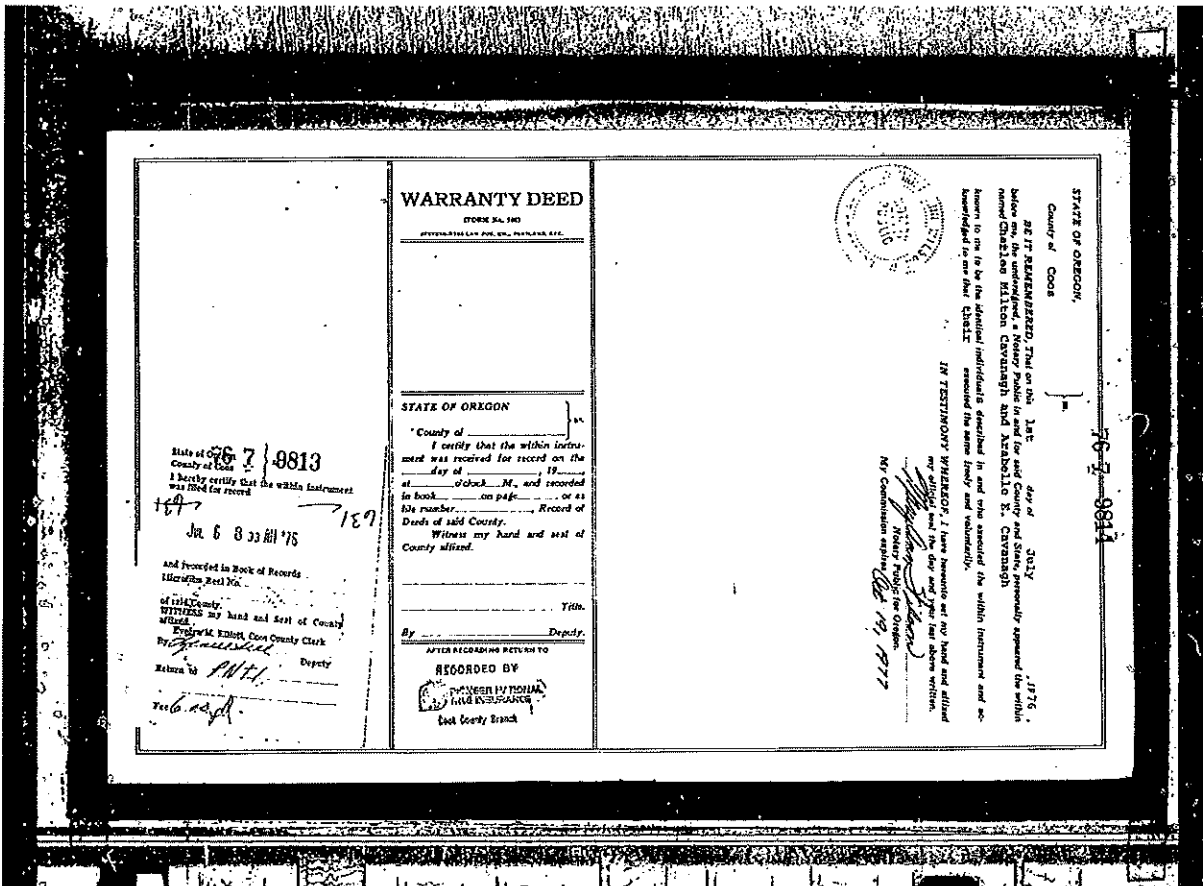
Witness my hand and seal of office this 19th day of _____, 19__.

In construing this deed and where the context so requires, the singular includes the plural. WITNESS grantor's hand this _____ day of _____, 19__.

Charles Milton Cavanagh
Arabelle E. Cavanagh

NOTE—The sentence between the symbols () is not applicable, should be deleted. See ORS 73.055.

Use a change if requested, all tax statements shall be sent to the following name and address
Mr. & Mrs. Kerry Cavanagh
1116 N. Tenth, Coos Bay, Oregon 97420



Until a change is requested all tax statements shall be sent to the following address.
TAX DEPARTMENT SV3-24
450 American Street
Simi Valley CA, 93065

COOS COUNTY, OREGON 2016-004371
\$91.00 06/02/2016 02:23:08 PM
Terri L.Turi, Coos County Clerk Pgs=10

WHEN RECORDED MAIL TO:
JANE DOCHAN
Doc Processing TK2-979-01-19
4500 Amon Carter Blvd.
Ft. Worth, TX 76155
Prepared By:
TERRY WARREN
TAX ACCOUNT NUMBER
00525513
True and Actual Consideration Is:
\$99,750.00

[Space Above This Line For Recording Data]

648927

93767AM
[Escrow/Closing #]

*****792404016
[Doc ID #]

DEED OF TRUST

93767AM
AUG 10 2016

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated APRIL 21, 2016, together with all Riders to this document.
- (B) "Borrower" is
KERRY CAVANAGH, AND LINDA CAVANAGH, AS TENANTS BY THE ENTIRETY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
BANK OF AMERICA, N.A.
Lender is a NATIONAL ASSOCIATION
organized and existing under the laws of THE UNITED STATES
Lender's address is
101 South Tryon Street, Charlotte, NC 28255
Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is
RECONTRUST COMPANY, N.A.
1800 TAPO CANYON RD, SIMI VALLEY, CA 93603

(E) "Note" means the promissory note signed by Borrower and dated APRIL 21, 2016. The Note states that Borrower owes Lender
NINETY NINE THOUSAND SEVEN HUNDRED FIFTY and 00/100

Dollars (U.S. \$ 99,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2031

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

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

OREGON--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Deed of Trust-OR
2006-OR (08/13)(d1)
Page 1 of 9

Form 2018 1(D)



(H) "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):

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) (specify)

- (I) "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.
- (J) "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.
- (K) "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 transfer, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "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.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "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.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.
- (Q) "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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

62126 ROSS INLET RD, COOS BAY
[Street/City]

Oregon 97420-7311 ("Property Address");
[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 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, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money

order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or 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 an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

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

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

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

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security 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.

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class 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.

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

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

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

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

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

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

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

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

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

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 default 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.

Kerry Cavanagh (Seal)
KERRY CAVANAGH -Borrower

Linda Cavanagh (Seal)
LINDA CAVANAGH -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

MATTHEW ONG
Home Loan Consultant -External

NMLS#
1067715

Bank of America, N.A.

NMLS#
399802

State of Oregon
County of WAS

This instrument was acknowledged before me on April 21, 2016
by KERRY CAVANAGH & LINDA CAVANAGH

Sandi L Brown
Notary Public
My commission expires: 6.1.18



EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at a point located North 32° 03' 16" West a distance of 1,264.94 feet from the center of Section 13, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 86° 36' 00" East a distance of 875.97 feet by Deed (measured South 86° 38' 43" East a distance of 874.26 feet); thence North 7° 04' 00" East a distance of 40.08 feet; thence North 86° 38' 43" West a distance of 533.89 feet; thence North 7° 04' 20" West a distance of 307.20 feet; thence North 61° 04' 26" West a distance of 289.44 feet; thence South 33° 13' 15" West a distance of 99.83 feet; thence South 3° 36' 54" West a distance of 207.09 feet; thence South 86° 21' 13" East a distance of 23.90 feet; thence South 3° 11' 47" West a distance of 173.28 feet to the place of beginning.

"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

26-13W-13B-02300

Until a change is requested all tax statements shall be sent to the following address.
KERRY CAVANAGH
62126 ROSS INLET ROAD
COOS BAY, OR 97420-7311

When Recorded Mail To:
JANE DOCHMAN
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
TERRI WHITE
TAX ACCOUNT NUMBER
5255.13

AFTER RECORDING RETURN TO
FIDELITY NATIONAL TITLE COMPANY

[Space Above This Line For Recording Data]

24-95178/EM
{Encrow/Closing 1}

00011415797609005
{Doc ID #}

TRUST DEED
(LINE OF CREDIT TRUST DEED)

MIN 1001337-0000744259-6

THIS TRUST DEED, dated SEPTEMBER 29, 2005, is between
KERRY CAVANAGH, AND LINDA CAVANAGH

residing at
62126 ROSS INLET ROAD, COOS BAY, OR 97420-7311
the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we," "our," or "us" and
FIDELITY NATIONAL TITLE INSURANCE COMPANY
as trustee and hereinafter referred to as the "Trustee," with an address at
PO BOX 32695, PHOENIX, AZ 85064
for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with an
address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is the "Beneficiary" under this Trust Deed and
is acting solely as nominee for
Countrywide Bank, N.A.
(“Lender” or “you”) and its successors and assigns, with an address of
1199 North Fairfax St. Ste.500, Alexandria, VA 22314

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the
premises located at:

62126 ROSS INLET ROAD, COOS BAY
Street, Municipality
COOS , Oregon 97420-7311 (the "Premises").
County ZIP

• MERS HELOC - Mortgage
2E023-OR (11/04/05)

Page 1 of 6

INITIALS:



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



10/06/2005 #2005-15282
02:47PM 1 OF 6

and further described as:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Trust Deed, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, 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, releasing or canceling this Trust Deed.

TERM: The maximum term of the Note is 30 years, including any renewals or extensions thereof.

LOAN: This Trust Deed will secure your loan to us in the principal amount of \$ 45,130.00 or so much thereof as may be advanced and readvanced from time to time to
KERRY CAVANAGH
LINDA CAVANAGH

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated 09/29/2005, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Trust Deed will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Trust Deed, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Trust Deed entitled "Our Authority To You." Loans under the Note may be made, repaid and readvanced from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

OUR IMPORTANT OBLIGATIONS:

(a) PAYMENT AND PERFORMANCE: We will pay to you all amounts secured by this Trust Deed as they become due, and shall strictly perform our obligations.

(b) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(c) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. (We will not conduct or permit any nuisance or waste on or to the Premises.) We will not use the Premises illegally. If this Trust Deed is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(d) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Trust Deed, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

© MERS HELD - Mortgage
REG-OR (1/04)

Page 2 of 6

Initials: *JK*

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

10/06/2005 #2005-15282
02:47PM 2 OF 6

(e) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Trust Deed or Deed of Trust.

(f) **GOVERNMENTAL REQUIREMENTS:** We will comply with all laws, ordinances and regulations applicable to the use or occupancy of the Premises.

(g) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

(h) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Trust Deed, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Trust Deed secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Trust Deed. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Trust Deed or Deeds of Trust.

(i) **PRIOR TRUST DEED OR DEED OF TRUST:** If the provisions of this paragraph are completed, this Trust Deed is subject and subordinate to a Prior Trust Deed dated 01/14/2005 and given by us for the benefit of COUNTRYWIDE HOME LOANS, INC. as beneficiary, in the original amount of \$ 121,500.00 (the "Prior Trust Deed or Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

(j) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(k) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(l) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Trust Deed may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Trust Deed without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, the Trustee may foreclose upon this Trust Deed by notice and sale or you may foreclose judicially, in either case in accordance with and to the extent provided by law. You may bid at any public sale on all or any portion of the property. In addition, you or the Trustee may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys fees (whether or not there is a judicial proceeding) and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Trust Deed and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Trust Deed. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Trust Deed will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Trust Deed is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Trust Deed, and provided any obligation to make further advances under the Note has terminated, this Trust Deed and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Trust Deed shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:
P.O. Box 2026, Flint, MI 48501-2026
For Lender:

1199 North Fairfax St. Ste. 500, Alexandria, VA 22314
or to such other address as you may designate by notice to us. Any notice provided for in this Trust Deed shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Trust Deed and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Trust Deed without charge to us, except that we shall pay any fees for recording of a reconveyance of this Trust Deed.

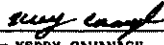
SEVERABILITY: If any provision in this Trust Deed is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

GENERAL: You (or the Trustee) can waive or delay enforcing any of your rights under this Trust Deed without losing them. Any waiver by you of any provisions of this Trust Deed will not be a waiver of that or any other provision on any other occasion.


SUBSTITUTE TRUSTEE: Beneficiary may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Beneficiary and recorded in the county in which this Trust Deed is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder.

MERGER: There shall be no merger of the interest or estate created by this Trust Deed with any other estate or interest in the Premises at any time held by you or for your benefit without your written consent.

THIS TRUST DEED has been signed by each of us under seal on the date first above written.



Grantor: KERRY CAVANAGH (SEAL)



Grantor: LINDA CAVANAGH (SEAL)

Grantor: (SEAL)

Grantor: (SEAL)

DOC ID #: 00011415797609005

STATE OF OREGON,

On this 20th day of Sept. 2005

County #4:

COOS, personally appeared the above named

KERRY CAVANALH & LINDA CAVANALH and acknowledged
the foregoing instrument to be their voluntary act and deed.

Before me: _____

My Commission Expires: _____

(Official Seal)



[Handwritten Signature]

Notary Public for Oregon

• MERS HELOC - Mortgage
2E023-OR (1/1/04)

Page 5 of 5

Initial: KE

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

10/06/2005 #2005-15282
02:47PM 5 OF 6

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at a point located North 32° 03' 16" West a distance of 1,264.94 feet from the center of Section 13, Township 28 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 86° 36' 00" East a distance of 875.97 feet by deed (measured South 86° 38' 43" East a distance of 874.26 feet); thence North 7° 04' 00" East a distance of 40.08 feet; thence North 86° 38' 43" West a distance of 533.89; thence North 7° 04' 20" West a distance of 307.20 feet; thence North 61° 04' 26" West a distance of 289.44 feet; thence South 33° 13' 15" West a distance of 99.83 feet; thence South 3° 36' 54" West a distance of 207.09 feet; thence South 86° 21' 13" East a distance of 23.90 feet; thence South 3° 11' 47" West a distance of 173.28 feet to the point of beginning. Being a portion of the Southeast quarter of the Northwest quarter of Section 13, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

END OF LEGAL DESCRIPTION

Initial
TJ

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

Escrow No: 24-95178
Title No: 24-95178

10/06/2005 #2005-15282
02:47PM 6 OF 6

THIS INSTRUMENT PREPARED BY:
Laurie Grimes

Recordings Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

LOAN NUMBER: 114157976 ASSESSOR PARCEL NUMBER: NOT REQUIRED
30116755 (SPACE ABOVE THIS LINE FOR RECORDER'S USE) 1006-078439RW 5/28-MON.

**MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND
DISCLOSURE STATEMENT**

This Modification Agreement (this "Modification") is made as of 5/18/2006, between KERRY CAVANAGH and LINDA CAVANAGH (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Deed Of Trust which states the property is vested in KERRY CAVANAGH and LINDA CAVANAGH, dated 9/29/2005 and recorded 10/6/2005, in Book Number _____, at Page Number _____, as Document No. 2005-15282, in the Official Records of the County of COOS, State of Oregon (the "Security Instrument"), and covering the real property with a commonly known address as: 62126 ROSS INLET ROAD, COOS BAY, OR 97420, and more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to Credit Limit:** My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$59,992.00.
2. **Amendment to Margin:** The Margin used to determine my ANNUAL PERCENTAGE RATE is modified to 0.500 percentage points.
3. **Representation of Borrower(s):** Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:
 - a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;
 - b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;

Initials KA U

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

06/19/2006 #2006-8097
09:11AM 1 OF 6

LOAN NUMBER 114157976

- c) I am/We are the only owner(s) of the Property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 9/29/2005. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;
 - d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There are no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
 - e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
 - f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
 - g) If Lender has not required my/our current income documentation, I/we certify that my/our current income has not decreased since the time of my/our original Home Equity Line of Credit Agreement and Disclosure Statement described above.
 - h) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.
4. **Limited Effect:** The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this Modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.
5. **Effective Date/Availability of Funds:** If this Modification is completed, signed, notarized, and received by Countrywide Home Loans, Inc. within ten (10) calendar days after the date first written above, it will be effective ten (10) calendar days after the date first written above 5/28/2006. If not received within that time, the Modification is null and void. If I do not exercise my right under Federal law to rescind this transaction, the increase in the amount of funds available due to the modification of my credit limit will be accessible after midnight of the third business day following the Effective Date, unless that day is a Saturday, in which case, the funds will be available the next business day. For purposes of this section, "business day" means all calendar days except Sundays and legal public holidays specified in 5 U.S.C. 6103(a).

Initials CC W

-2-

MODAGRBT 4804 08/17/2005

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

06/19/2006 #2006-8097
09:11AM 2 OF 6

LOAN NUMBER 114157976

6. **Agreement to Correct Misstated Documents, Provide Additional Documentation, or Fees:** Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the modification of the Loan, or is otherwise missing, upon request of the Lender, Borrower(s) will comply with Lender's written or oral request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). Borrower(s) agrees to deliver the documents within ten (10) days after receipt by Borrower(s) of a written or oral request for such replacement. Borrower(s) also agrees that at any time, upon request by Lender, including at the time of loan pay-off, Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the modification of the Loan, which for whatever reason was not collected at the time this modification was entered into ("Fees"). This agreement supplements any other similar agreement that was entered into by Borrower(s).
7. **Request by Lender:** Any request under Paragraph 6 of this agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for the Documents.
8. **Failure to Deliver Documents can Constitute Default:** Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or Deed of Trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

Initials RC W

-3-

MODAGRBTB 4804 08/17/2005

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

06/19/2006 #2006-8097
09:11AM 3 OF 6

LOAN NUMBER 114157976

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

Kerry Cavanagh 6-25-06 *Linda Cavanagh* 5-25-06
 BORROWER(S) 5-25-06
 KERRY CAVANAGH Date LINDA CAVANAGH Date

Witness *Julia A. Wheelchel* Witness _____
 Signature of Witness Signature of Witness
 CO-OWNER(S)

The undersigned hereby consents to the execution of this Modification which serves to increase the lien amount on the Subject Property.

Kerry Cavanagh 6-25-06 *Linda Cavanagh* 5-25-06
 Date Date

Witness *Julia A. Wheelchel* Witness _____
 Signature of Witness Signature of Witness

Notary Acknowledgement for Borrower(s)/Owner(s)

State of Oregon
 County of Coos
 On May 25, 2006, before me, *Julia A. Wheelchel*
 Date Name of Notary Public
 personally appeared *Kerry Cavanagh and Linda Cavanagh* is subscribed to
 Name(s) of Borrower(s)/Owner(s)

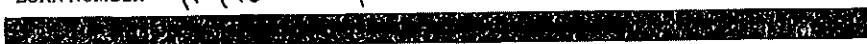
Personally known to me
 Proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature *Julia A. Wheelchel*
 Signature of Notary Public
 Julia A. Wheelchel



LOAN NUMBER 114157976



LENDER

Countrywide Home Loans, Inc.

By: *Nancy Morberg*
Nancy Morberg, Vice President

Notary Acknowledgment for Lender
State of Texas
County of Collin

On 5-18-2006, before me Melody Ozaki,
personally appeared Nancy Morberg, Vice President of Countrywide Home Loans, Inc., A New York
Corporation, personally known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature *Melody Ozaki*
Signature of Notary Public

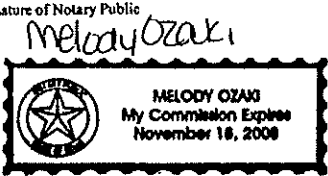


EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at a point located North 32° 03' 16" West a distance of 1,284.94 feet from the center of Section 13, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 86° 36' 00" East a distance of 875.97 feet by deed (measured South 86° 38' 43" East a distance of 874.26 feet); thence North 7° 04' 00" East a distance of 40.08 feet; thence North 86° 38' 43" West a distance of 533.89; thence North 7° 04' 20" West a distance of 307.20 feet; thence North 81° 04' 28" West a distance of 289.44 feet; thence South 33° 13' 15" West a distance of 99.83 feet; thence South 3° 36' 54" West a distance of 207.09 feet; thence South 86° 21' 13" East a distance of 23.90 feet; thence South 3° 11' 47" West a distance of 173.28 feet to the point of beginning. Being a portion of the Southeast quarter of the Northwest quarter of Section 13, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

END OF LEGAL DESCRIPTION


U32116755-01NP06
MODIFIC AGREEMEN
LOAN# T088-078439
US Recordings

Initial


Escrow No: 24-85178
Title No: 24-85178

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

06/19/2006 #2006-8097
09:11AM 6 OF 6

Recording Requested By:
Bank of America
Prepared By: Bank of America
800-444-4302

When recorded mail to:
CoreLogix
Mail Stop: ASGN
1 CoreLogix Drive
Westlake, TX 76262-9823

DocID# 19611415797612629

Tax ID: 5255.13

Property Address:

62126 Ross Inlet Road

Coos Bay, OR 97420-7311

OR04-ADT 3791011 6/9/2015 MERS01

COOS COUNTY, OREGON 2015-05849
\$48.00 07/01/2016 01:28:51 PM
Page 1



Term L.Tut, Coos County Clerk

Tax space for Recorder's use

MIN #: 1001337-0000744259-6 MERS Phone #: 838-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") (herein "Assignor"), whose address is P.O. Box 2026, Flint, MI 48501-2026, AS DESIGNATED NOMINEE FOR COUNTRYWIDE BANK, N.A., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS hereby assign and transfer to BANK OF AMERICA, N.A. (herein "Assignee"), whose address is C/O BAC, M/C: CA6-914-01-43, 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063, and its successors and assigns all its right, title, and interest in and to a certain Deed Of Trust described below.

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE BANK, N.A., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS

Original Borrower(s): KERRY CAVANAGH AND LINDA CAVANAGH

Original Trustee: FIDELITY NATIONAL TITLE INSURANCE COMPANY

Date of Deed of Trust: 9/29/2005 Original Loan Amount: \$45,130.00

Recorded in Coos County, OR on: 10/6/2005, book N/A, page N/A and instrument number 2005-15282

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE BANK, N.A., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS

By: Robert A King Jr.
Robert A King Jr, Assistant Vice President
Date: 6-9-15

State of Arizona
County of Maricopa

On 6-9-15, before me, Melody A Davis, Notary Public, personally appeared Robert A King Jr, Assistant Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE BANK, N.A., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and whose name is subscribed to the within instrument and acknowledged to me that he she executed the same in his her authorized capacity, and that by his her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Melody A Davis
Notary Public: Melody A Davis



Antenna 93767AK

COOS COUNTY, OREGON 2016-004372
\$61.00 06/02/2016 02:35:08 PM
Terri L. Turl, Coos County Clerk Pgs=4

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO: Document Processing TX2-979-01-19 4500 Amon Carter Blvd Fort Worth, TX 76155 This document was prepared by: Steven Stuck BANK OF AMERICA, N.A. 6400 Legacy Drive Plano, TX 75024 LOAN #: ESCROW/CLOSING#: 258E40197924114157V63976	SPACE ABOVE FOR RECORDERS USE
--	-------------------------------

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Fourteenth day of April, 2016, by Bank of America, N.A. ("Subordinator"), a corporation whose address is C/O BAC, M/C: CA6-914-01-43, 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 94083.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee/grantee of that certain Deed of Trust/Mortgage/Security Deed ("Security Document") pursuant to that certain Security Document dated 09/29/2005 (the "Senior Lien"), and executed by KERRY CAVANAGH and LINDA CAVANAGH (together, the "Owner") and encumbering that certain real property located at 62126 ROSS INLET ROAD, COOS BAY, OR 97420 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 10/06/2005 in Official Records Book N/A, Page N/A, as Instrument No. 2005-15282, of the Official Records of COOS County, OR, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$101800.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"), and

** INSTRUMENT NO: 2016-004371*

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

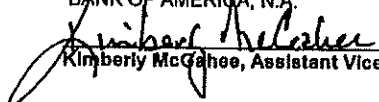
WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Superior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.
- (7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.


NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

BANK OF AMERICA, N.A.


Kimberly McGahee, Assistant Vice President,

STATE OF TEXAS
COUNTY OF COLLIN

This Instrument was acknowledged before me on 04/14/2016 by Kimberly McGahee, Assistant Vice President, of BANK OF AMERICA, N.A. (Name of Corporation Acknowledging) a North Carolina (State of Incorporation) Corporation National Association on behalf of said Corporation National Association.



Notary Public

Print Name: Steve Stuck
My Commission Expires: 12-4-18

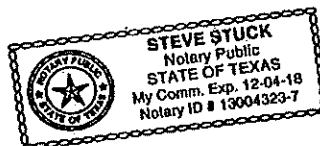


EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at a point located North 32° 03' 16" West a distance of 1,264.94 feet from the center of Section 13, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 86° 36' 00" East a distance of 875.97 feet by Deed (measured South 86° 38' 43" East a distance of 874.26 feet); thence North 7° 04' 00" East a distance of 40.08 feet; thence North 86° 38' 43" West a distance of 533.89 feet; thence North 7° 04' 20" West a distance of 307.20 feet; thence North 61° 04' 26" West a distance of 289.44 feet; thence South 33° 13' 15" West a distance of 99.83 feet; thence South 3° 36' 54" West a distance of 207.09 feet; thence South 86° 21' 13" East a distance of 23.90 feet; thence South 3° 11' 47" West a distance of 173.28 feet to the place of beginning.

"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

26-13W-13B-02300

COOS County Assessor's Summary Report
Real Property Assessment Report

FOR ASSESSMENT YEAR 2020
 NOT OFFICIAL VALUE

September 21, 2020 4:37:13 pm

Account #	525513	Tax Status	ASSESSABLE
Map #	26S1313B002300	Acct Status	ACTIVE
Code - Tax #	0916-525513	Subtype	NORMAL
Legal Descr	See Record		
Mailing Name	CAVANAGH, KERRY & LINDA	Deed Reference #	See Record
Agent		Sales Date/Price	See Record
In Care Of		Appraiser	
Mailing Address	62126 ROSS INLET RD COOS BAY, OR 97420-7311		
Prop Class	141	MA	SA NH Unit
RMV Class	101	04	17 RRL 9430-1

Situs Address(s)	Situs City
ID# 10 62126 ROSS INLET RD	COOS BAY

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
0916 Land	111,130					Land	0
Impr.	130,520					Impr.	0
Code Area Total	241,650	156,220	157,399	1,910	1,179		0
Grand Total	241,650	156,220	157,399	1,910	1,179		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			LUC	Trended RMV	
						TD%	LS	Size			
0916	20	<input checked="" type="checkbox"/>		RR-2	Designated Forest Land	100	A	2.00	B	006*	1,910
0916	10	<input checked="" type="checkbox"/>		RR-2	Market	104	A	1.60	HS	002	109,220
Grand Total								3.60			111,130

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Broakdown			Ex% MS Acct #	Trended RMV
					TD%	Total Sq. Ft.			
0916	2	2008	303	General Purpose Building		104	620		11,760
0916	1	1976	131	One story-Class 3		104	1,144		118,760
Grand Total							1,764		130,520

Code Area	Type	Exemptions/Special Assessments/Potential Liability				
NOTATION(S):						
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST						
0916						
FIRE PATROL:						
■ FIRE PATROL SURCHARGE		Amount	47.50		Year	2020
■ FIRE PATROL TIMBER		Amount	18.75	Acres	2.6	Year 2020

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

21-Sep-2020

CAVANAGH, KERRY & LINDA
 62126 ROSS INLET RD
 COOS BAY OR 97420-7311

Tax Account #	525513	Lender Name	CLG - BANK OF AMERICA MSP EAGLE1 IR
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0916
Situs Address	62126 ROSS INLET RD COOS BAY OR 97420	Interest To	Oct 15, 2020

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,842.12	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,788.73	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,513.23	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,469.21	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,432.06	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,419.36	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,383.67	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,318.63	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,304.30	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,269.49	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,238.77	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,255.35	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,180.54	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,248.79	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,262.40	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,179.09	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,124.47	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$23,230.21	

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

9/21/2020 4:37:38 PM

Account # 525513
Map 26S1313-B0-02300
Owner CAVANAGH, KERRY & LINDA
62126 ROSS INLET RD
COOS BAY OR 97420-7311

Name Type	Name	Ownership Type	Own Pct
OWNER	CAVANAGH, KERRY & LINDA	OWNER	100.00

Ticor Title Company of Oregon
Order No. 360620032862



300 W Anderson
(541)269-5127

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

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

Customer Ref.: _____
Order No.: 360620032862
Effective Date: October 1, 2020 at 08:00 AM
Charge: \$300.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Dorothy A. Breitmeyer, Trustee of the First Restated Breitmeyer Family Trust

Premises. The Property is:

(a) **Street Address:**

62168 Ross Inlet Road, Coos Bay, OR 97420

(b) **Legal Description:**

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

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

Part Two - Encumbrances

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

EXCEPTIONS

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
2. The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. The Land has been classified as Farm, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
4. Regulations, levies, liens, assessments, rights of way and easements of Catching Inlet Drainage District.
5. A manufactured home situated on the subject land is classified as personal property, as disclosed by the ownership records of the Building Codes Division. Unless a manufactured home is reclassified from personal to real property, a manufactured housing endorsement (ALTA End. 7-06, 7.1-06 or 7.2-06) is not available until reclassification is completed and an appropriate approval is recorded. NOTE: Depending on circumstances, a manufactured home may be classified as personal property but assessed as real property under ORS 308.875.
6. Rights of the public to any portion of the Land lying within the area commonly known as street, roads, alleys and highways.
7. Cavanagh Plat-Final Plat, including the terms and provisions thereof
Recording Date: February 22, 1995
Recording No.: 95-02-0658 CAB C-101
8. Contract and Grant of Easement, including the terms and provisions thereof:
Granted to: U.S. Department of Energy-Bonneville Power Administration
Recording Date: May 10, 2000
Recording No: 2000-4597
9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
10. If title is to be insured in the trustee(s) of a trust (or if their act is to be insured), this Company will require a copy of said Trust Agreement or a current Trust Certification pursuant to ORS Chapter 130.860.

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

Ticor Title Company of Oregon
Order No. 360620032862

End of Reported Information

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

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

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

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

EXHIBIT "A"
Legal Description

Parcel 1, Cavanagh Partition-Final Plat 1995 #8, filed and recorded February 22, 1995, CAB C-101, bearing Microfilm Reel No. 95-02-0658, Records of Coos County, Oregon.

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

Ticor Title Company of Oregon
Order No. 380820032862

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

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

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

END OF THE LIMITATIONS OF LIABILITY

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)

RECORDING REQUESTED BY:

GRANTOR'S NAME:
Arabelle E. Cavanagh

GRANTEE'S NAME:
First Restated Breitmeyer Family Trust

SEND TAX STATEMENTS TO:
First Restated Breitmeyer Family Trust
c/o 63010 W. Catching Inlet Rd
Coos Bay, OR 97420

AFTER RECORDING RETURN TO:
First Restated Breitmeyer Family Trust
62460 Ross Inlet Road
Coos Bay, OR 97420

Escrow No: 360610002487-TTCC0008

5252.00/90 MH CODE 9.01
5252.00/90 MH CODE 9.01
62188 Ross Inlet Road
Coos Bay, OR 97420

63010 W. Catching Inlet Rd

002467
AFTER RECORDING
RETURN TO
Floor Title Insurance
300 West Anderson Ave - Box 1075
Coos Bay, OR 97420-0233

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Arabelle E. Cavanagh, Grantor, conveys and warrants to

Dorothy A. Breitmeyer, trustee of the First restated Breitmeyer Family Trust, 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:

Parcel 1, Cavanagh Partition-Final Plat 1995 #8, filed and recorded February 22, 1995, CAB C-101, bearing Microfilm Reel No. 85-02-0858, Records of Coos County, Oregon.

Subject to and excepting:

esements and right of ways of public record

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$155,000.00. (See ORS 93.030)

DATED: June 25, 2010

Arabelle E. Cavanagh by Sharon Grant
Arabelle E. Cavanagh by Sharon Grant as
representing attorney in fact.
Representing Attorney in fact.

COOS COUNTY CLERK, OREGON
TERRI L. TURNER, COO, COUNTY CLERK
TOTAL \$48.00

06/25/2010 03:38:06PM
PAGE 1 OF 2
2010 0924

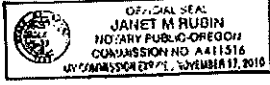
State of OREGON

COUNTY of Coos

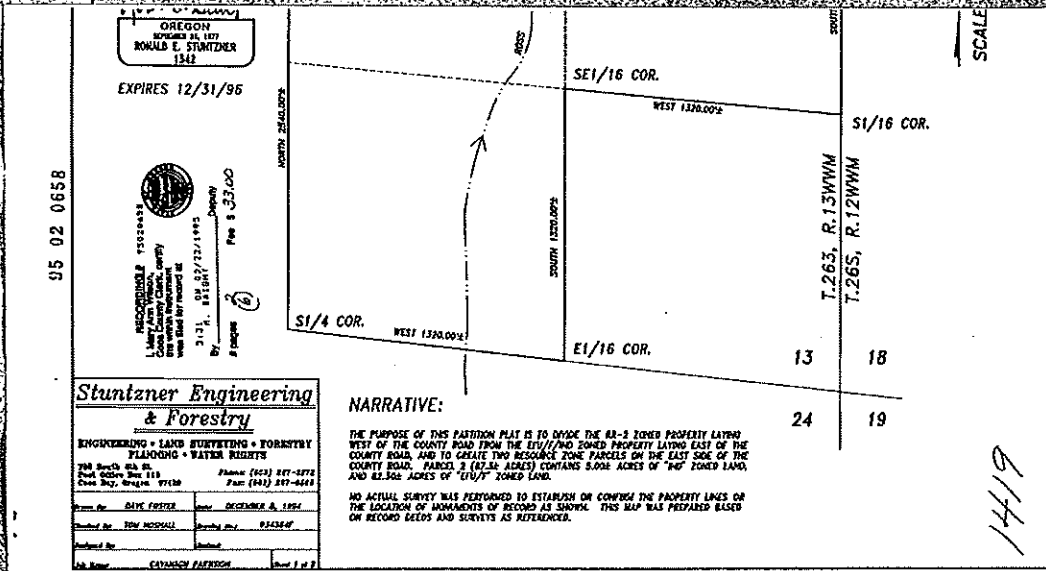
This instrument was acknowledged before me on June 25, 2010

by Sharon Grant as representing attorney in fact for Araballe E. Cavanagh

Janet M. Rubin Notary Public - State of Oregon
My commission expires 11-17-2010



COOS COUNTY CLERK, OREGON
TERRI L. TUMI, COO, COUNTY CLERK
TOTAL \$40.00
06/25/2010 03:30:00PM
PAGE 2 OF 2
2010 5924



95 02 0658

OREGON
 REGISTERED PLAT
 RONALD E. STUNTZNER
 1342
 EXPIRES 12/31/96

RECORDABLE 15022845
 L. & J. Stuntzner
 3113 S. BRIGHT ST. SEASIDE, OR 97138
 PHONE (503) 871-8772
 FAX (503) 871-8461

Stuntzner Engineering & Forestry
 ENGINEERING • LAND SURVEYING • FORESTRY
 PLANNING • WATER RIGHTS
 308 South 6th St.
 Seaside, Oregon 97138
 Phone: (503) 871-8772
 Fax: (503) 871-8461

Drawn by: DAVID PRYOR Date: DECEMBER 8, 1994
 Checked by: TOM HODGILL Drawing No.: 040364P
 Prepared by: _____
 Job Name: CATHAMACH PARTITION Sheet 1 of 1

NARRATIVE:

THE PURPOSE OF THIS PARTITION PLAT IS TO DIVIDE THE R2-3 ZONED PROPERTY LAYING WEST OF THE COUNTY ROAD FROM THE E1/16 ZONED PROPERTY LAYING EAST OF THE COUNTY ROAD, AND TO CREATE TWO RESOURCE ZONE PARCELS ON THE EAST SIDE OF THE COUNTY ROAD. PARCEL 2 (87.36 ACRES) CONTAINS 5.006 ACRES OF "R2" ZONED LAND, AND 82.354 ACRES OF "E1/16" ZONED LAND.

NO ACTUAL SURVEY WAS PERFORMED TO ESTABLISH OR CONFIRM THE PROPERTY LINES OR THE LOCATION OF MONUMENTS OF RECORD AS SHOWN. THIS MAP WAS PREPARED BASED ON RECORD DEEDS AND SURVEYS AS REFERENCED.

SCALE

1419

1995 #8
CAB C-101

CAVANAGH PARTITION - FINAL PLAT

LOCATED IN SECTION 13, TOWNSHIP 26 SOUTH,
RANGE 13 WEST OF THE WILLAMETTE MERIDIAN,
COOS COUNTY, OREGON

PROPERTY OWNER:

CHARLES MILTON CAVANAGH
ARABELLE E. CAVANAGH
3389 ROSS INLET RD.
COOS BAY, OR 97420

SUBJECT PROPERTY:

TAX LOT 100, T.26, R.13, S.13CA
TAX LOT 900, T.26, R.13, S.13A
TAX LOT 2400, T.26, R.13, S.13B
TAX LOT 100, T.26, R.13, S.13
ACREAGE (PER ASSESSMENT RECORDS) 199.36 ACRES

REFERENCE DEEDS:

WARRANTY DEED 75-4-113257
WARRANTY DEED 66-6-9741
DEED REF. 302/324
RECORDS OF COOS COUNTY,
OREGON

REFERENCE SURVEYS:

CS 19A39, VAN ELSBERG, MAY, 1964
CS 19A91, WADE, 10/23/75
CS 19B23, WADE, 11/11/77
CS 19B28, FALES, 10/11/83
CS 19B35, SMITH, 1/10/89
PARTITION PLAT M-77-10, WADE, 4/15/77

EASEMENT:

BOOK 159, PAGE 99

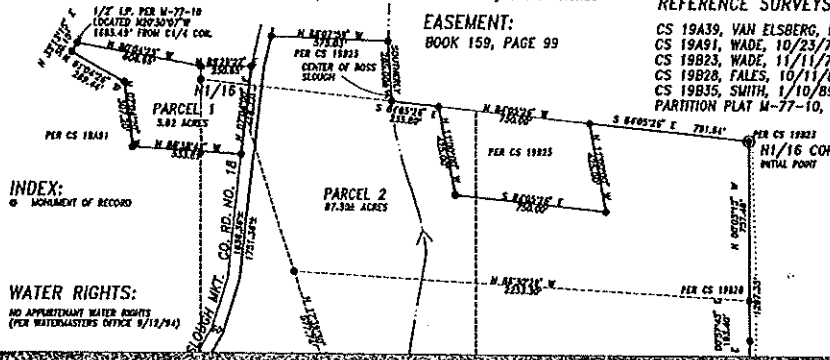
95 02 0658

INDEX:

⊙ MONUMENT OF RECORD

WATER RIGHTS:

NO APPURTENANT WATER RIGHTS
(PER WATERMASTERS OFFICE 9/12/94)



05 02 0658

PARTITION PLAT # _____

NAME: CAVANAGH PARTITION - FINAL PLAT

COUNTY SURVEYOR

I, COOS COUNTY SURVEYOR, HEREBY AGREE TO THE ACCURACY AND COMPLETENESS OF THIS SURVEY AND AGREEMENT HAS BEEN EXECUTED PURSUANT TO COUNTY ORDINANCE

Karlus E. Seidel
KARLUS SEIDEL, COOS COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE:

I, RONALD E. STUNTZNER, HEREBY CERTIFY THAT I HAVE CORRECTLY DESCRIBED AND PLATTED THE TRACT OF LAND SUBJECT TO THIS PARTITION BASED ON DEED RECORD #75-4-113237, #18-4-9741, AND #302/324, RECORDS OF COOS COUNTY, OREGON. NO ACTUAL SURVEY WAS PERFORMED TO ESTABLISH OR CONFIRM THE LOCATION, BEARINGS, OR DISTANCES OF THE OUTER BOUNDARY OF THE TRACT.

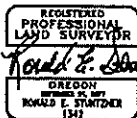
A PARCEL OF LAND LOCATED IN SECTION 13, TOWNSHIP 28 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N1/16TH CORNER COMMON TO SAID SECTION 13 AND SECTION 18, TOWNSHIP 28 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 13 TO THE SOUTH 1/16TH CORNER COMMON TO SAID SECTION 13 AND 18; THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF THE SE 1/4 OF SAID SECTION 13 TO THE SE 1/16TH CORNER OF SAID SECTION 13; THENCE SOUTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SE 1/4 TO THE E 1/16TH CORNER COMMON TO SAID SECTION 13 AND SECTION 24, TOWNSHIP 28 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 13 TO THE S 1/4 CORNER OF SAID SECTION 13; THENCE NORTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13, 2546.00 FEET, MORE OR LESS, TO A 3/8 INCH IRON ROD LOCATED 100.00 FEET SOUTH OF THE CENTER QUARTER CORNER OF SAID SECTION 13 (IRON ROD SET PER COOS COUNTY SURVEY NO. 18439); THENCE WESTERLY 80.00 FEET TO A 3/8 INCH IRON ROD SET ON THE EASTERLY RIGHT-OF-WAY OF ROSS SLOUGH MARKET COUNTY ROAD NO. 18 (PER CS 18439); THENCE NORTHERLY 1791.38 FEET, MORE OR LESS, ALONG SAID EASTERLY RIGHT-OF-WAY TO A 1/2 INCH IRON PIPE PER COOS COUNTY SURVEY 19823; THENCE SOUTH 85°07'59" EAST 575.03 FEET TO A 1/2 INCH IRON PIPE CS 18823; THENCE SOUTHERLY 285.00 FEET, MORE OR LESS, ALIGNED WITH THE CENTER LINE OF ROSS SLOUGH TO A 1/2 INCH IRON PIPE PER CS 18823, LOCATED ON THE EAST-WEST CENTERLINE OF THE NE 1/4 OF SAID SECTION 13; THENCE SOUTH 84°05'22" EAST 235.80 FEET ALONG SAID EAST-WEST CENTERLINE TO A 1/2 INCH IRON PIPE PER CS 18823; THENCE SOUTH 11°00'00" EAST 425.00 FEET TO A 1/2 INCH IRON PIPE PER CS 18823; THENCE SOUTH 84°05'26" EAST 750.00 FEET TO A 1/2 INCH IRON PIPE PER CS 18823; THENCE NORTH 11°00'00" WEST 425.00 FEET TO A 1/2 INCH IRON PIPE LOCATED ON SAID EAST-WEST CENTERLINE PER CS 18823; THENCE SOUTH 84°05'20" EAST 791.64 FEET ALONG SAID EAST-WEST CENTERLINE TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL LYING WEST OF ROSS SLOUGH MARKET COUNTY ROAD NO. 18 DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE LOCATED NORTH 20°30'07" WEST 1885.48 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 13 PER COOS COUNTY PARTITION PLAT M-77-10; THENCE SOUTH 85°13'15" WEST 50.10 FEET TO AN IRON PIPE; THENCE SOUTH 81°04'28" EAST 288.44 FEET TO A 1/2 INCH IRON PIPE PER CS 18481; THENCE SOUTH 7°04'20" EAST 307.20 FEET TO A 1/2 INCH IRON PIPE PER CS 18481; THENCE SOUTH 85°32'47" EAST 353.89 FEET TO A 1/2 INCH IRON PIPE PER CS 18481 LOCATED ON THE WEST RIGHT-OF-WAY LINE OF ROSS SLOUGH MARKET COUNTY ROAD NO. 18; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 418.77 FEET, MORE OR LESS, TO A 1/2 INCH IRON PIPE PER SAID PLAT M-77-10; THENCE SOUTH 89°29'22" WEST 250.85 FEET TO A 1/2 INCH IRON PIPE PER SAID PLAT M-77-10; THENCE NORTH 80°04'25" WEST 608.66 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS APPROXIMATELY 189.35 ACRES PER COOS COUNTY ASSESSMENT RECORDS.



EXPIRES 12/31/98

SURVEYOR:
STUNTZNER ENGINEERING & FORESTRY
705 S. 4TH ST. - P.O. BOX 118
COOS BAY, OR 97420
OFFICE: (503) 267-2872
FAX: (503) 267-0588

1422

COUNTY PLANNING

I, COUNTY PLANNING DIRECTOR, HEREBY AGREE TO THE ACCURACY AND COMPLETENESS OF THIS SURVEY AND AGREEMENT HAS BEEN EXECUTED PURSUANT TO COUNTY ORDINANCE

Bill Grille
BILL GRILLE, COOS COUNTY PLANNING DIRECTOR

COUNTY ASSESSOR

I, COUNTY ASSESSOR, HEREBY CERTIFY THAT THE ASSESSMENTS, FEES, OR OTHER CHARGES WHICH HAVE BECOME A LIEN HAVE BEEN PAID.

Harold Lee Chaboy
COOS COUNTY ASSESSOR

COUNTY CLERK'S

I, COOS COUNTY CLERK, HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE REFLECT THE RECORD OF PLATS, THIS 22ND

Mary Ann Wilson
MARY ANN WILSON, COOS COUNTY CLERK

WATER RIGHTS STATEMENT

NO APPURTENANT WATER RIGHTS

05 02 0658

COUNTY SURVEYOR'S CERTIFICATE:

I, COOS COUNTY SURVEYOR, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR ACCURACY AND COMPLETENESS AND THAT ALL MONUMENTS HAVE BEEN SET AND/OR AN AGREEMENT HAS BEEN EXECUTED TO ENSURE COMPLETION OF REQUIRED MONUMENTATION PURSUANT TO COUNTY ORDINANCE PROVISIONS.

Karlus E. Seidel Feb. 10, 1995
KARLUS SEIDEL, COOS COUNTY SURVEYOR DATE

COUNTY PLANNING DIRECTOR'S CERTIFICATE:

I, COUNTY PLANNING DIRECTOR, HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMITY WITH THE REQUIREMENTS OF THE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCE.

Bill Grule 10 FEB 95
BILL GRULE, COOS COUNTY PLANNING DIRECTOR DATE

COUNTY ASSESSOR'S CERTIFICATE:

I, COUNTY ASSESSOR, HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS, FEES, OR OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE TAX ROLL WHICH HAVE BECOME A LIEN HAVE BEEN PAID OR WHICH WILL BECOME A LIEN DURING THE TAX YEAR HAVE BEEN PAID.

Robert Lee Shilberg 2/1/95
COOS COUNTY ASSESSOR DATE

COUNTY CLERK'S CERTIFICATE:

I, COOS COUNTY CLERK, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS RECORDED INTO THE COOS COUNTY RECORDS IN MICROFILM NO. 95-02-0658, CABINET C, PAGE 101. RECORD OF PLATS: THIS 22ND DAY OF FEBRUARY, 1995.

Mary Ann Wilson 2-22-1995
MARY ANN WILSON, COOS COUNTY CLERK DATE

WATER RIGHTS STATEMENT:

NO APPURTENANT WATER RIGHTS OF RECORD

OWNER:

CHARLES MILTON CAVANAGH & ARABELLE
3528 ROSS BLET ROAD
COOS BAY, OR 97420

OWNER'S DECLARATION:

WE, THE UNDERSIGNED, HEREBY DECLARE THIS PARTITION PLAT TO BE PREPARED AND FILED IN ACCORDANCE WITH ORS CHAPTER 92.

AS A CONDITION OF APPROVAL OF THIS PLAT, WE WILL HOLD COOS COUNTY HARMLESS FROM DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF IMPROVE OR MAINTAIN ROADS IN THIS PLAT.

ROSS SLOUGH MARKET COUNTY ROAD IS A PUBLIC DEDICATED ROAD MAINTAINED BY MARKET COUNTY.

Charles Milton Cavanagh
CHARLES MILTON CAVANAGH

Arabelle E. Cavanagh
ARABELLE E. CAVANAGH

STATE OF OREGON

COUNTY OF COOS

THIS IS TO CERTIFY THAT CHARLES MILTON CAVANAGH PERSONALLY APPEARED BEFORE ME ON 12th DAY OF JANUARY, 1995, AND HAVE ACKNOWLEDGED THAT THEY HAVE VOLUNTARILY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE.

Daniel D. Foster
NOTARY PUBLIC FOR OREGON

1423

05 02 0658

1995 # 8
CAB C-101

OWNER:

IN CONFORMITY WITH THE REQUIREMENTS
OF THE PLAT AND/OR AN
ORDINANCE FOR MONUMENTATION

CHARLES MILTON CAVANAGH & ARABELLE E. CAVANAGH
3388 ROSS INLET ROAD
COOS BAY, OR 97420

Feb. 10, 1995
DATE

OWNER'S DECLARATION:

WE, THE UNDERSIGNED, HEREBY DECLARE THAT WE HAVE AUTHORIZED AND CAUSED THE
PARTITION PLAT TO BE PREPARED AND THE PROPERTY TO BE PARTITIONED IN ACCORDANCE
WITH ORS CHAPTER 92.

TESTIFY:

IN CONFORMITY WITH THE
ORDINANCE.

AS A CONDITION OF APPROVAL OF THIS PLAT, THE UNDERSIGNED HEREBY AGREES THAT THEY
WILL HOLD COOS COUNTY HARMLESS FROM AND INDEMNIFY THE COUNTY FOR ANY LIABILITY FOR
DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED OR THEIR PROPERTY OR TO ANY OTHER
PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF THE UNDERSIGNED'S FAILURE TO BUILD,
IMPROVE OR MAINTAIN ROADS IN THIS PROPOSED LAND DIVISION.

10 FEB 95
DATE

ROSS SLOUGH MARKET COUNTY ROAD NO. 18 PROVIDES ACCESS TO THE PARCELS AND IS A
PUBLIC DEDICATED ROAD MAINTAINED BY COOS COUNTY.

Charles Milton Cavanagh 1-12-95
CHARLES MILTON CAVANAGH DATE

UNDER ALL SPECIAL
ASSESSMENTS PLACED UPON THE TAX ROLL
AS A LIEN DURING THE TAX

Arabelle E. Cavanagh 1-12-95
ARABELLE E. CAVANAGH DATE

2/1/95
DATE

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY THAT CHARLES MILTON CAVANAGH & ARABELLE E. CAVANAGH
PERSONALLY APPEARED BEFORE ME ON THIS 12th DAY OF JANUARY, 1995, WHO
HAVE ACKNOWLEDGED THAT THEY HAVE SIGNED THE ABOVE OWNER'S DECLARATION AS THEIR
VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY SEAL THIS
12th DAY OF JANUARY, 1995. MY COMMISSION EXPIRES ON: 2/14/97

THIS WAS RECORDED INTO THE
BOOK C, PAGE 101

Daniel D. Foster
NOTARY PUBLIC FOR OREGON



2-22-1995
DATE

Stuntzner Engineering & Forestry
ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS

700 Beach 4th Fl.
Coos Bay, Oregon 97420 Phone: (503) 287-2878
Fax: (503) 287-0288

Drawn By: DAVE FOSTER	Date: DEC. 7, 1994
Checked By: TOM HOSNALL	Review No.: 9345845
Designed By:	Station:
Job Name: CAVANAGH PARTITION	Sheet 2 of 2

1424

AFTER RECORDING, RETURN TO
Bonneville Power Administration
TSR-3
P.O. BOX 3621
PORTLAND, OR 97208-3621

Legal description: A portion of Parcel 3,
Cavanagh Partition-Final Plat, 1995 #8, Recorded
February 22, 1995, Cab C-101, microfilm no.
95-02-0658, Records of Coos County, Oregon, as
described in Exhibit A and shown on Exhibit B.
(Affects Assessor's Parcel 26-13-13, TL 100)

BPA COPY

235548
RETURN TO: F.A.T.CO.
U.S. DEPARTMENT OF ENERGY-DONNEVILLE POWER ADMINISTRATION

Tract Nos. ANR-30-A-1
ANR-30-AR-1, P.1

CONTRACT AND GRANT OF EASEMENT
Transmission Line, Danger Trees, and Access Road

THIS AGREEMENT, made this 13 day of April, 2000, between
CHARLES MILTON CAVANAGH, aka MILTON CAVANAGH, AND ARABELLE E. CAVANAGH,
husband and wife,

the Grantor, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy,
Bonneville Power Administration, pursuant to the Bonneville Project Act, approved August 20, 1937, Ch.
720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1977); the Federal Columbia River Transmission System
Act, approved October 18, 1974, (P.L. 93-454), 88 Stat. 1376, 16 U.S.C. 838 (Supp IV); the Department of
Energy Organization Act, approved August 4, 1977, (P.L. 95-91); and the Pacific Northwest Electric Power
Planning and Conservation Act, approved December 5, 1980, (P.L. 96-501),

WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, for and in consideration of the sum of Sixty two thousand and
666 2/3 cents (\$62,054.00) and the provisions
contained in this agreement, hereby grants and conveys to the United States of America a perpetual
easement and right-of-way for electric power transmission purposes in, upon, over, and under the following-
described land, to wit:

As described in Exhibit A, attached hereto and by this reference made a part hereof.

The grant shall include the right to enter and to locate, construct, operate, maintain, repair, reconstruct, upgrade, remove and patrol one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage and any communication lines or equipment and appurtenances thereto, together with the present and future right to clear the right-of-way and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than 10 feet in height. All such trees, brush, vegetation, structures, and fire hazards presently on the right-of-way shall become the property of the United States on the date of acceptance hereof and may be disposed of by the United States in any manner it deems suitable.

The Grantor also hereby grants and conveys to the United States the present and future right to top, limb, or fell, and to remove, sell, burn, or otherwise dispose of "danger trees" located on Grantor's land adjacent to said right-of-way. A danger tree is any growing or dead tree, or snag, whether stable or unstable, which the United States at any time determines could within a five-year period fall, bend or swing against the transmission or communications lines or equipment or within electrical arcing distance of said lines, or which the United States determines could interfere with the construction or maintenance of said lines and equipment.

The Grantor covenants to and with the United States and its assigns that the title to all brush and timber cut or hereinafter growing within said parcel of land and also all danger trees identified or cut from Grantor's land adjacent to said right-of-way is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any said rights. At the United States' election title to danger trees may revert to the Grantor.

The Grantor also hereby grants and conveys to the United States a perpetual, non-exclusive easement for access road purposes in, upon, and across the following-described land, to-wit:

H.M.P. A.C.
Right-of-way, 20 feet in width, over and along an existing road, over and across the NE1/4SB1/4 of Section 13, Township 26 South, Range 13 West, W.M. Coos County, Oregon, as shown on Exhibit B, attached hereto and by this reference made a part hereof.

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and reconstruct the road or roads, together with cuts and fills as needed.

The Grantor reserves the right to use the access for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the access by the United States.

The United States shall repair damages to the access caused by or arising out of its use thereof.

The above-listed access may be used for access to and from any existing or future facilities of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

The rights granted herein are subject to easements of record and mineral rights of third parties.

In addition to the consideration recited herein, the United States shall repair or make compensation for damage to agricultural crops, and to United States' permitted fences, irrigation and drainage systems within the easement area. The United States shall repair or make compensation only for damage caused by the United States and which results from and during construction, reconstruction, removal, or maintenance activities within the easement area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States and to obtain such curative evidences of title as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of the title evidence.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and all demands of all persons whomsoever.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

Accepted for the
UNITED STATES OF AMERICA 4/25/00
Date

Grantor CHARLES MILTON CAVANAGH

By John R. Conger For
JOHN R. CONGER FOR

Grantor ARABELLE E. CAVANAGH

Title: MGR, REAL PROPERTY SERVICES

Grantor

Grantor

Tract Nos. ANR-30-A-1
ANR-30-AR-1, P.1

JTM:jlm:03/22/00

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

MULTIPLE ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Oregon)
County Coos) ss

On this 13 day of April, 2000, before me personally appeared Charles Milton Charanagh, known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) 15 subscribed to the within instrument and who acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein mentioned.



Susan Adams-Wright
Notary Public in and for the

State of Oregon

Residing at Linn County

My commission expires _____

State of Oregon)
County Coos) ss

On this 13 day of April, 2000, before me personally appeared Debbie E. Charanagh, known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) 15 subscribed to the within instrument and who acknowledged to me that she executed the same as her voluntary act and deed for the uses and purposes therein mentioned.



Susan Adams-Wright
Notary Public in and for the

State of Oregon

Residing at Linn County

My commission expires _____

ANR-30-A-1

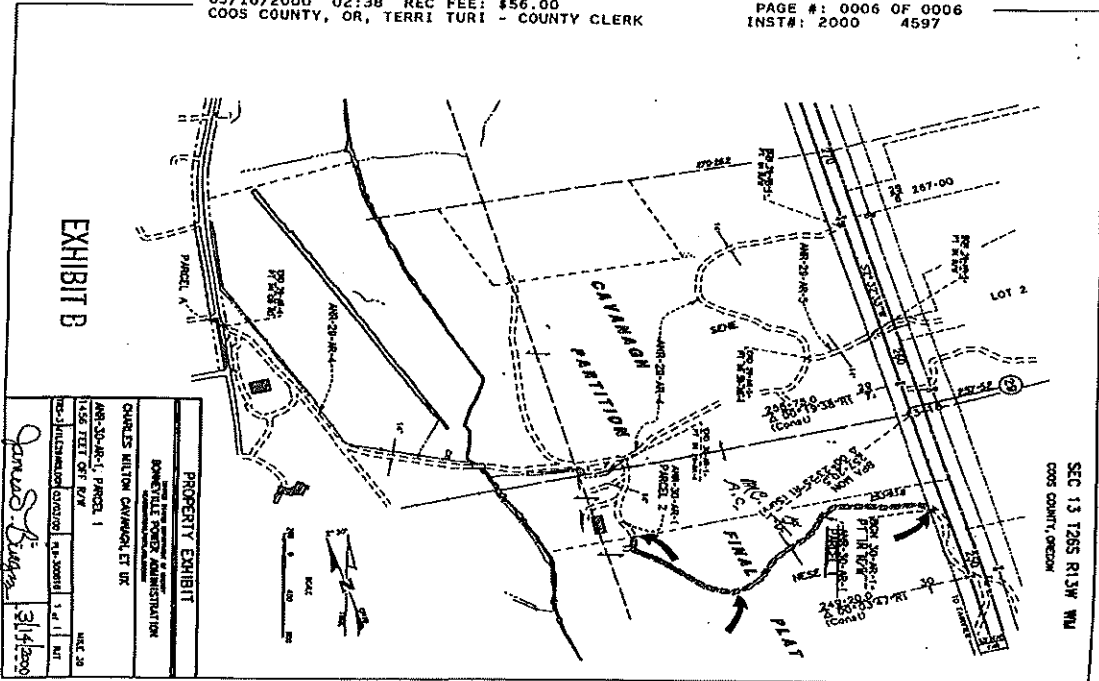
A right-of-way, being variable in width, for the Bonneville Power Administration (BPA) Reedsport-Fairview No. 1 Transmission Line, over and across the certain portion the NE1/4SE1/4, Section 13, Township 26 South, Range 13 West, Willamette Meridian, Coos County, Oregon, which is more particularly described as Parcel 3, Cavanagh Partition-Final Plat, 1995 No. 8, recorded February 22, 1995, CAB C-101, Microfilm No. 95-02-0658, Records of said County. The East side of said variable width right-of-way is coincident with the easterly line of said Section 13, and the West boundary line of said variable width right-of-way lies 55 feet westerly of and parallel with the survey line, which is referenced to the Oregon Coordinate System, South Zone, and more particularly described as follows:

Beginning at a BPA Monument at survey station 257+20.5, a point in said NE1/4SE1/4, Section 13, which bears N.87°19'21"W, a distance of 55.0 feet from the east quarter corner of said Section 13, evidenced by a Coos County Brass Cap Monument; thence S.02°55'58"W, a distance of 1308.4 feet to survey station 244+12.1, evidenced by a BPA Monument; thence continuing S.02°55'58"W, a distance of 30.0 feet to survey station 243+82.1; thence S.09°54'40"E, a distance of 70.4 feet to survey station 243+11.7, a point in the SE1/4SE1/4, said Section 13, evidenced by a BPA Monument, which bears N.01°03'20"E; a distance of 1227.6 feet from the southeast corner of said Section 13, evidenced by a Coos County Brass Cap Monument.

Tract ANR-30-A-1 contains 2.5 acres, more or less.

EXHIBIT A

ANR-30-A-1



PROPERTY EXHIBIT	
OWNER: THE STATE OF OREGON COUNTY CLERK'S OFFICE	
DONOR: CHARLES MILTON CAMMACK ET UX	
RECORDING DATE: 05/10/2000	
RECORDING NUMBER: 2000 4597	
SECTION: 13	
TOWNSHIP: T28S	
RANGE: R13W	
QUARTER: NW	
ACRES: 1.00	
DATE: 05/10/2000	
BY: [Signature]	

COOS County Assessor's Summary Report
Real Property Assessment Report
 FOR ASSESSMENT YEAR 2020
 NOT OFFICIAL VALUE

September 21, 2020 4:26:20 pm

Account #	525200	Tax Status	ASSESSABLE
Map #	26S1313B002400	Acct Status	ACTIVE
Code - Tax #	0916-525200	Subtype	NORMAL
Legal Descr	See Record		
Mailing Name	BREITMEYER FAMILY TRUST	Dead Reference #	See Record
Agent	BREITMEYER, DOROTHY A.	Sales Date/Price	See Record
In Care Of		Appraiser	
Mailing Address	62168 ROSS INLET RD COOS BAY, OR 97420-7311		
Prop Class	543	MA	SA NH Unit
RMV Class	500	04	17 RRL 9352-1

Situs Address(es)	Shus City
ID# 62168 ROSS INLET RD	COOS BAY

Code Area	Land	Value Summary				RMV Exception	CPR %
		RMV	MAV	AV	SAV		
0916		74,632				Land Impr.	0
	Impr.	20,320				Impr.	0
Code Area Total		94,952	71,210	73,670	3,182	2,460	0
Grand Total		94,952	71,210	73,670	3,182	2,460	0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
0916	80	<input checked="" type="checkbox"/>		RR-2	Designated Forest Land	100	A	2.14	C	006*	1,716
0916	100	<input checked="" type="checkbox"/>		RR-2	Farm Use Unzoned	100	A	0.16	H4	006*	55
0916	50	<input checked="" type="checkbox"/>		RR-2	Farm Use Unzoned	100	A	0.77	H4	006*	267
0916	90	<input checked="" type="checkbox"/>		RR-2	Farm Use Unzoned	100	A	1.70	K4	006*	1,113
0916	60	<input checked="" type="checkbox"/>		RR-2	Farm Use Unzoned	100	A	0.05	K4	006*	32
0916	70	<input checked="" type="checkbox"/>		RR-2	MS Site	100	A	1.00	MHS	003	71,450
Grand Total									5.82		74,632

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
					TD%					
0916	1	1986	136	Carport- Class 3	100		0			20,320
0916	2	1995	452	MH REAL DOUBLE CLASS 5	100		1,296		R - 224697	62,680
Grand Total							1,296			83,000

Code Area	Type	Exemptions/Special Assessments/Potential Liability								
NOTATION(S):										
■ FARM/FOREST POTL ADD'L TAX LIABILITY FARM/FORST										
0916										
FIRE PATROL:										
■ FIRE PATROL SURCHARGE										
		Amount	47.50		Year	2020				
■ FIRE PATROL TIMBER										
		Amount	18.75	Acres	4.82	Year	2020			

MS Account(s): 0916-R-224697

*** The Real MS value is not included in the total of the real account

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

21-Sep-2020

BREITMEYER FAMILY TRUST

Tax Account #	525200	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0916
Situs Address	62168 ROSS INLET RD COOS BAY OR 97420	Interest To	Oct 15, 2020

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$897.14	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$872.15	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$743.21	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$722.68	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$705.34	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$699.48	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.32	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.27	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.21	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.16	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.11	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$93.96	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.79	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.95	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.96	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.86	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.83	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$5,364.42	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #525290 COMBINED INTO #525200 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

9/21/2020 4:27:44 PM

Account # 525200
Map 26S1313-B0-02400
Owner BREITMEYER FAMILY TRUST
BREITMEYER, DOROTHY A.
62168 ROSS INLET RD
COOS BAY OR 97420-7311

Name Type	Name	Ownership Type	Own Pct
AGENT	BREITMEYER, DOROTHY A.		100.00
OWNER	BREITMEYER FAMILY TRUST	OWNER	100.00

COOS COUNTY ASSESSOR
Manufactured Structure Assessment Report
FOR ASSESSMENT YEAR 2020
NOT OFFICIAL VALUE

9/21/2020 4:30:34 PM

Account #	224697	TAX STATUS	ASSESSABLE
Code - Tax #	0916	ACCT STATUS	ACTIVE
Mailing Address	BREITMEYER, DOROTHY A., TRUSTEE FIRST RESTATED BREITMEYER FAMILY TR 62168 ROSS INLET RD COOS BAY OR 97420-7311	SUBTYPE	REAL
		HOME ID	274076
		X NUMBER	224697

SITUS ADDRESS		SITUS CITY		APPRaiser		
62168 ROSS INLET RD		COOS BAY				
VALUE SUMMARY						
CODE AREA		RMV	MAV	AV	TREND %	RMV EXCEPTION
0916	IMPR.	\$62,680	\$57,600	\$57,600	100%	IMPR.

Manufactured Structure Information					
VIN #	014251	STAT CLASS	452	QUALITY	100
BRAND	FUQUA	CONDITION	C	MA / SA / NH	04 / 17 / RRL
MODEL		BEDROOMS / BATHS	3 / 2		
YEAR BUILT	1995				
STICKER #					

Real Property Information					
REAL ACCOUNT #	525200	MA / SA / NH	04 / 17 / RRL	PROP CLASS	543
MAP	28S1313B002400	RMV CLASS	500		
UNIT	9382				
PARK NAME					
COMMENTS					

FLOORS						
DESCRIPTION	CLASS	SQFT	SIZE	TYPE	TYPE OF HEAT	RMV
First Floor	5	1,296	S			40,184

INVENTORY					
	Size/Qty	RMV		Size/Qty	RMV
1001 FndIn - Conc/Block	156	5369	5001 Partitions - Drywall		0
2002 MFS - Cedar Bevel Siding	1296	0	6003 IntComp - Avg Built-Ins		0
3101 Roof - Gable - Light Comp	1296	0	8001 Plumb'g - Full Bath		0
4001 Floor - 1st Fir - Carpet/Vinyl		0	9003 Heat'g - F/A		0
Total Inventory RMV					5369

EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY

TYPE

COMMENTS: FUQUA

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

21-Sep-2020

BREITMEYER, DOROTHY A., TRUSTEE
 FIRST RESTATED BREITMEYER FAMILY TR
 62168 ROSS INLET RD
 COOS BAY OR 97420-7311

Tax Account #	224697	Lender Name	
Account Status	A	Loan Number	
Roll Type	MS	Property ID	0916
Site Address	62168 ROSS INLET RD COOS BAY OR 97420	Interest To	Oct 15, 2020

Tax Summary


Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$647.93	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$605.95	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$470.98	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$513.67	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$511.85	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$461.47	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$449.95	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$489.35	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$479.84	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$449.42	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$319.65	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$317.16	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$306.84	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$325.09	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$377.61	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$359.28	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$451.96	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$7,538.00	

**COOS COUNTY ASSESSOR
MS ACCOUNT NAMES**

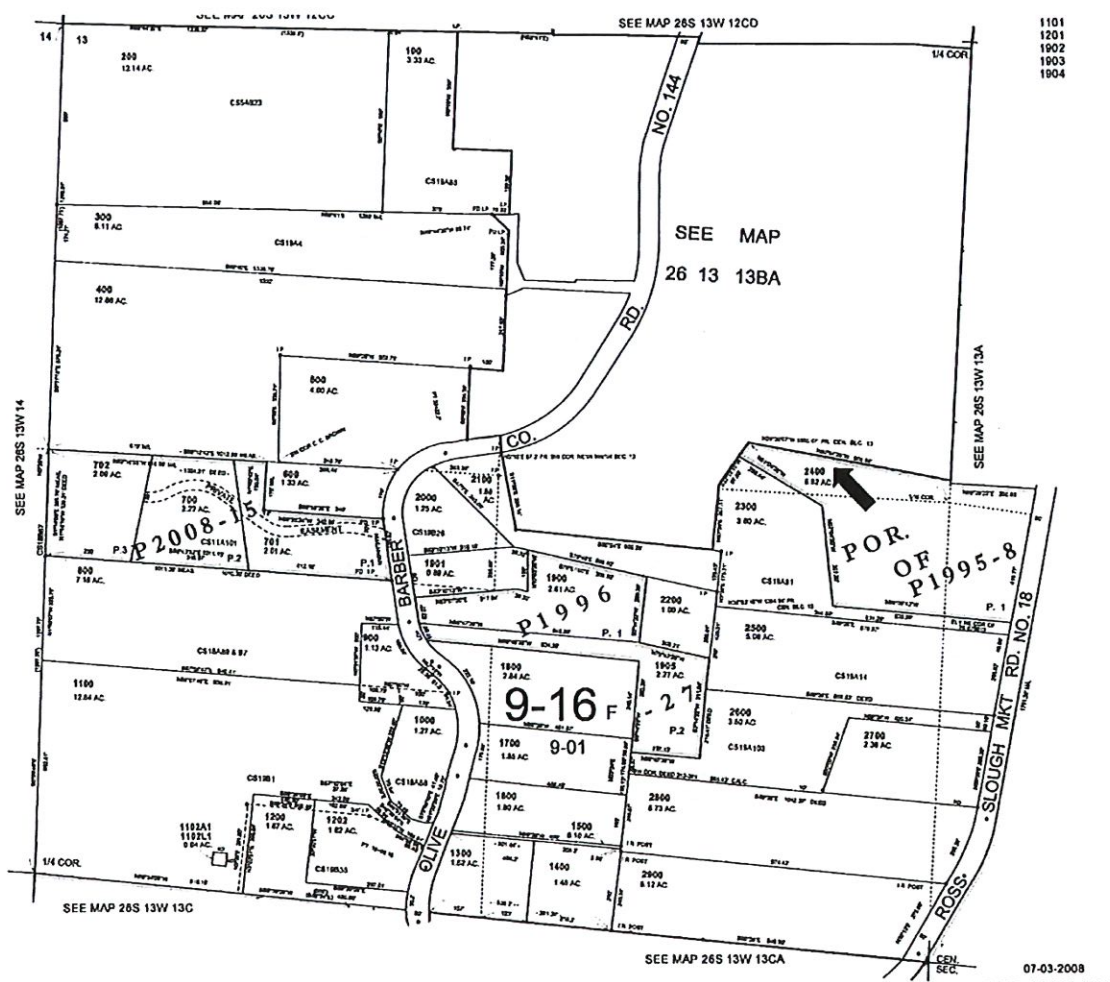
9/21/2020 4:31:00 PM

Account # 224697
Owner BREITMEYER, DOROTHY A., TRUSTEE
FIRST RESTATED BREITMEYER FAMILY TR
62168 ROSS INLET RD
COOS BAY OR 97420-7311

Name Type	Name	Ownership Type	Own Pct
OWNER	BREITMEYER, DOROTHY A., TRUSTEE	OWNER	



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



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.

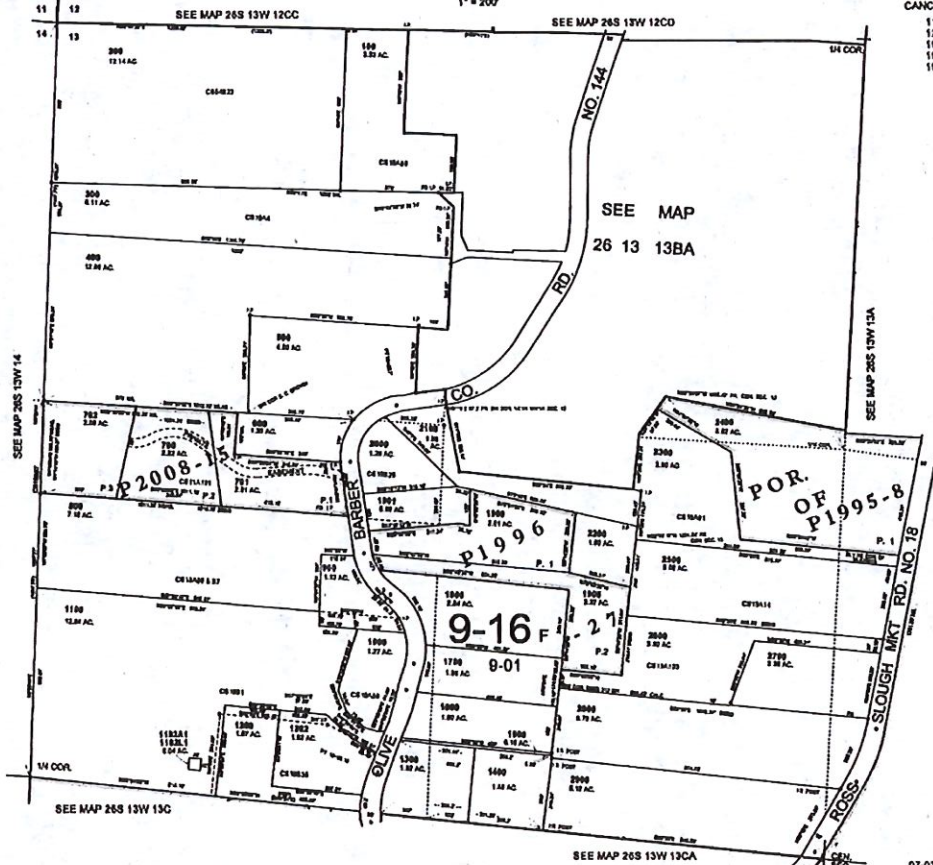
NW1/4 SEC.13 T26S R13W W.M.
COOS COUNTY

1" = 200'

26S 13W 13B
& INDEX

CANCELLED NO.

- 1101
- 1201
- 1302
- 1903
- 1904



07-03-2008

26S 13W 13B
& INDEX

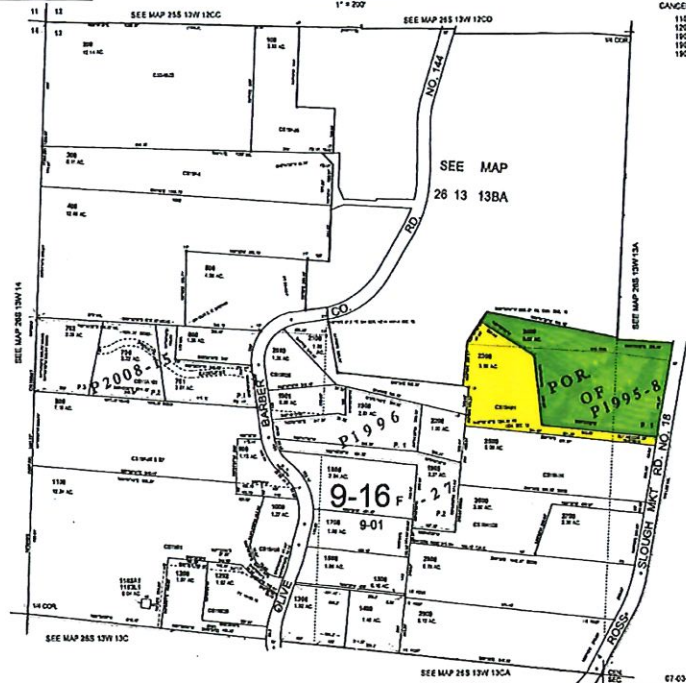
Update property line measurements

NW1/4 SEC.13 T26S R13W W.M.
COOS COUNTY

26S 13W 13B
& INDEX

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY

CANCELLED NO.
1121
1251
1902
1993
1994



07-03-2018
26S 13W 13B
& INDEX

