



Coos County Land Use Permit Application

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 60 E. SECOND STREET OR MAIL
TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL
PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

FILE NUMBER: P-22-009

Date Received: 8/3/22 Receipt #: 235437 Received by: MB

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) Marka & Michael D. Turner

Mailing address: 56055 Prosper Junction Road, Bandon, OR 97411

Phone: 775-434-9446

Email: marka.turner1970@gmail.com

Township: 28S Range: 14W Section: 21 ¼ Section: B 1/16 Section: B Tax lots: 102

Select Select Select Select Select

Tax Account Number(s): 99919708

Zone: Select Zone Please Select

Tax Account Number(s) _____

Please Select

B. Applicant(s) Marka & Michael Turner

Mailing address: 56055 Prosper Junction Road, Bandon, OR 97411

Phone: 775-434-9446

C. Consultant or Agent: Clyde F. Mulkins

Mailing Address P.O. Box 809, North Bend, OR 97459

Phone #: 541-751-8900

Email: manrllc@frontier.com

Type of Application Requested

- Comp Plan Amendment
- Text Amendment
- Map - Rezone

- Administrative Conditional Use Review - ACU
- Hearings Body Conditional Use Review - HBCU
- Variance - V

- Land Division - P, SUB or PUD
- Family/Medical Hardship Dwelling
- Home Occupation/Cottage Industry

Special Districts and Services

Water Service Type: On-Site (Well or Spring)

Sewage Disposal Type: On-Site Septic

School District: Bandon

Fire District: Bandon RFPD

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

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

ACCESS INFORMATION

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

Property Address: 56055 Prosper Junction Road

Type of Access: County Road Name of Access: Prosper Junction Road

Is this property in the Urban Growth Boundary? No
Is a new road created as part of this request? Yes

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

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

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

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

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

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

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: Receipt # _____

File Number: DR-21-

**Coos County Planning
Land Division Supplemental Application**

VI. Additional Information Required –

1. Lien holder(s) name: **Umpqua Bank, Mountain America Federal Credit Union**

2. List of Easements and type: **83-4-2675, power service easement, not for subject property; Partition 2017 #7, general easement; Inst. No. 2018-279, power and communication easement.**

3. Covenants or Deed Restrictions that apply: **None**

4. Legal Access and maintenance agreements: **Access directly off Prosper Junction County Road., Parcels 2 and 3, as proposed, will have a 60 foot wide easement over Parcel 1.**

5. Is the subject property part of an existing plat (partition or subdivision) Yes, answer the following:
 - a. What year was the plat recorded; and **2017 #7**
 - b. Was it part of a partition or subdivision? Remember if property that has been partitioned or was part of a partition within the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

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

7. Is the applicant requesting the Planning Director to waive the water requirements yes no, and if yes please explain why. **adjacent well logs show good water.**

8. Are there natural hazards that apply to this property? **Select One**
No natural hazards.

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

10. Is this property with the Beaches and Dunes? If so, this feature shall be identified and a noted that additional criteria may apply. **Select One** **Nb**

VII. General Outline of process – If there is missing information the application will be deemed incomplete. The following is a general outline of the process for the review of land divisions in Coos County:

- a. Application is filed and reviewed for completeness pursuant to §5.0.200;
- b. Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed;

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

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

1. Application Requirements

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

2. Information required for tentative plat.

a. All Land Divisions

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

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

b. Subdivisions – Shall include the following additional information:

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

3. Development Phasing

a. Subdivisions shall:

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

b. Partitions shall:

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

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

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

RECORDING REQUESTED BY:

GRANTOR:
Nina R. McNeil, as Successor Trustee of the
Larry E. Nelson Revocable Trust Created by
Trust Agreement dated May 20, 2009
PO Box 274
Bandon, OR 97411

GRANTEE:
Marka Turner and Michael D. Turner
55396 Melton Road
Bandon, OR 97411

SEND TAX STATEMENTS TO:
Marka Turner and Michael D. Turner
56107 Prosper Junction Road
Bandon, OR 97411

AFTER RECORDING RETURN TO:
Marka Turner and Michael D. Turner
56107 Prosper Junction Road
Bandon, OR 97411

Escrow No: 360616015280-TTCOO07

969200 & MH 198364 C 5403
969200 & MH 198364 C 5403
56107 Prosper Junction Road
Bandon, OR 97411

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Nina R. McNeil, as Successor Trustee of the Larry E. Nelson Revocable Trust Created by Trust Agreement dated May 20, 2009, Grantor, conveys and warrants to

Marka Turner and Michael D. Turner, as tenants by the entirety, 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:

That certain parcel of real property situated in Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at a point about 20 rods East of the Northwest corner of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which said point is the center of the County Road between Prosper and Bear Creek and on the Section line between Sections 16 and 21 in said Township and Range; running thence East 60 rods, more or less, to the Northeast corner of NW 1/4 of the NW 1/4 of Section 21; thence South on the quarter section line 44 rods, more or less; thence West 60 rods, more or less, to the County Road, aforesaid; thence Northerly following said County Road to the place of beginning.

SAVE AND EXCEPT THEREFROM, that portion of said premises embraced in the County Road.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$278,000.00. (See ORS 93.030)

Subject to and excepting:

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

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Pacific Power & Light Company
Purpose: Utilities
Recording Date: October 18, 1983
Recording No: 83-04-2675

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

DATED: 5/4/2016

Larry E. Nelson Revocable Trust created by Trust Agreement dated May 20, 2009

BY: *Nina R. McNeil, Successor Trustee*
Nina R. McNeil, Successor Trustee

State of OREGON

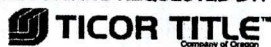
County of COOS

This instrument was acknowledged before me on May 4, 2016 by Nina R. McNeil as Successor Trustee of Larry E. Nelson Revocable Trust.

Michelle Kay Lindsey
Notary Public - State of Oregon
My commission expires: July 21, 2018



RECORDING REQUESTED BY:



1010 1st Street, Ste 215
Bandon, OR 97411

GRANTOR'S NAME:

Michael D. Turner and Marka Turner

GRANTEE'S NAME:

Tyler Marie Loustalot

AFTER RECORDING RETURN TO:

Order No.: 360618022833-JF
Tyler Marie Loustalot
89572 Highway 42 S
Bandon, OR 97411

SEND TAX STATEMENTS TO:

Tyler Marie Loustalot
89572 Highway 42 S
Bandon, OR 97411

APN: 969200

56093 Prosper Junction Road, Bandon, OR 97411

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Michael D. Turner and Marka Turner, Grantor, conveys and warrants to Tyler Marie Loustalot, an estate in fee simple, 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 3, Final Partition Plat 2017 #7, CAB C/712, Coos County, Oregon

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00). (See ORS 93.030).

Subject to:

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

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

EXCEPTED OUT OF INST. NO. 2016-3725 (P3 2017 #7)

STATUTORY WARRANTY DEED

(continued)

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

Dated: 3/7/18

[Signature]
Michael D. Turner

[Signature]
Marka Turner

State of OREGON
County of COOS

This instrument was acknowledged before me on March 7, 2018 by Michael D. Turner and Marka L. Turner.

[Signature]
Notary Public - State of Oregon
My Commission Expires: 9/20/20



Unofficial Copy

EXHIBIT "A"
Exceptions

Subject to:

1. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company
Purpose: Utilities
Recording Date: October 18, 1983
Recording No: 83-4-2675
3. Final Partition Plat 2017 #7, CAB C/712, including the terms and provisions thereof,

Recording Date: September 20, 2017
Recording No.: 2017-09027
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacificorp
Purpose: utilities
Recording Date: January 9, 2018
Recording No: 2018-279

Unofficial
Copy

RECORDING REQUESTED BY:



300 W Anderson Avenue, PO Box 1075
Coos Bay, OR 97420

GRANTOR'S NAME:
Marka Turner and Michael D. Turner

GRANTEE'S NAME:
Lawrence D. Kooker, II and Laura L. Chynoweth

AFTER RECORDING RETURN TO:
Order No.: 360618024343-LS
Lawrence D. Kooker, II and Laura L. Chynoweth, as tenants by the
entirety
56107 Prosper JCT Road
Bandon, OR 97411

SEND TAX STATEMENTS TO:
Lawrence D. Kooker, II and Laura L. Chynoweth
56107 Prosper JCT Road
Bandon, OR 97411

APN: 28S14W21BB-00100
56107 Prosper JCT Road, Bandon, OR 97411

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Marka Turner and Michael D. Turner, Grantor, conveys and warrants to **Lawrence D. Kooker, II and Laura L. Chynoweth**, as tenants by the entirety, 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 2 of FINAL PARTITION 2017 #7 filed and recorded September 20, 2017 in Cab C-712, Plat Records and in Microfilm Reel No. 2017-09027, Deed Records of Coos County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS TWO HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$286,500.00). (See ORS 93.030).

Subject to:

1. Property taxes in an undetermined amount, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.
Tax Identification No.: 969200
2. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Pacific Power & Light Company
Purpose: Utilities
Recording Date: October 18, 1983
Recording No: 83-04-2675
4. Final Partition Plat 2017 #7, CAB C/712
Recording Date: September 20, 2017
Recording No.: 2017-09027
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Pacifcorp, an Oregon Corporation, its successors and/or assigns
Purpose: underground right of way easement
Recording Date: January 9, 2018
Recording No: 2018-00279

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

EXCEPTED OUT OF INST. NO. 2016-3725 (P2 201747)

STATUTORY WARRANTY DEED

(continued)

215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

Dated: 8/20/18

[Signature]
Marka Turner

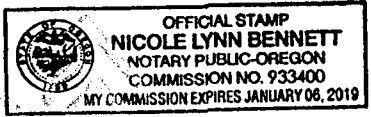
[Signature]
Michael D. Turner

State of Oregon
County of Coos

This instrument was acknowledged before me on 08/20/2018 by Marka Turner and Michael D. Turner.

[Signature]
Notary Public - State of Oregon

My Commission Expires: 01/06/2019



Unofficial Copy



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"): Mulkins and Rambo, LLC
PO Box 809
North Bend, OR 97459

Customer Ref.: _____
Order No.: 360621036744
Effective Date: July 14, 2021 at 08:00 AM
Charge: \$300.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Marka Turner and Michael D. Turner, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

56055 Prosper Jct. Road, Bandon, OR 97411

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. 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 2021-2022.
2. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
3. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company
Recording Date: October 18, 1983
Recording No: 83-4-2675
4. Final Partition Plat 2017 #7, CAB C/712, including the terms and provisions thereof,

Recording Date: September 20, 2017
Recording No.: 2017-09027
5. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: PacifiCorp, an Oregon corporation
Recording Date: January 9, 2018
Recording No: 2018-279
6. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$425,000.00
Dated: August 27, 2020
Trustor/Grantor: Marka L Turner & Michael D Turner, as tenants by the entirety
Trustee: Ticor Title
Beneficiary: Mortgage Electronic Registration Systems, Inc. has been appointed as nominee for Umpqua Bank
Recording Date: September 9, 2020
Recording No.: 2020-8842
7. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$35,000.00
Dated: July 20, 2019
Trustor/Grantor: Marka Turner and Michael D. Turner, as tenants by the entirety
Trustee: Mountain America Federal Credit Union
Beneficiary: Mountain America Federal Credit Union
Recording Date: July 26, 2019
Recording No.: 2019-6551

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

An agreement recorded September 9, 2020 at Recording No.: 2020-8844 which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: September 9, 2020
Recording No.: 2020-8842

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

Fiscal Year: 2020-2021
Amount: \$739.16
Levy Code: 5401
Account No.: 99919708
Map No.: 28-14-21BB TL0102

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

9. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

10. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Michael D. Turner and Marka L. Turner

End of Reported Information

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

Coos Bay Title

coosbaytitle@ticortitle.com

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

EXHIBIT "A"
Legal Description

Parcel 1, Final Partition Plat 2017 #7, CAB C/712, Coos County, Oregon and recorded as Microfilm No. 2017-09027, Records of Coos County, Oregon.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

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

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

END OF THE LIMITATIONS OF LIABILITY

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

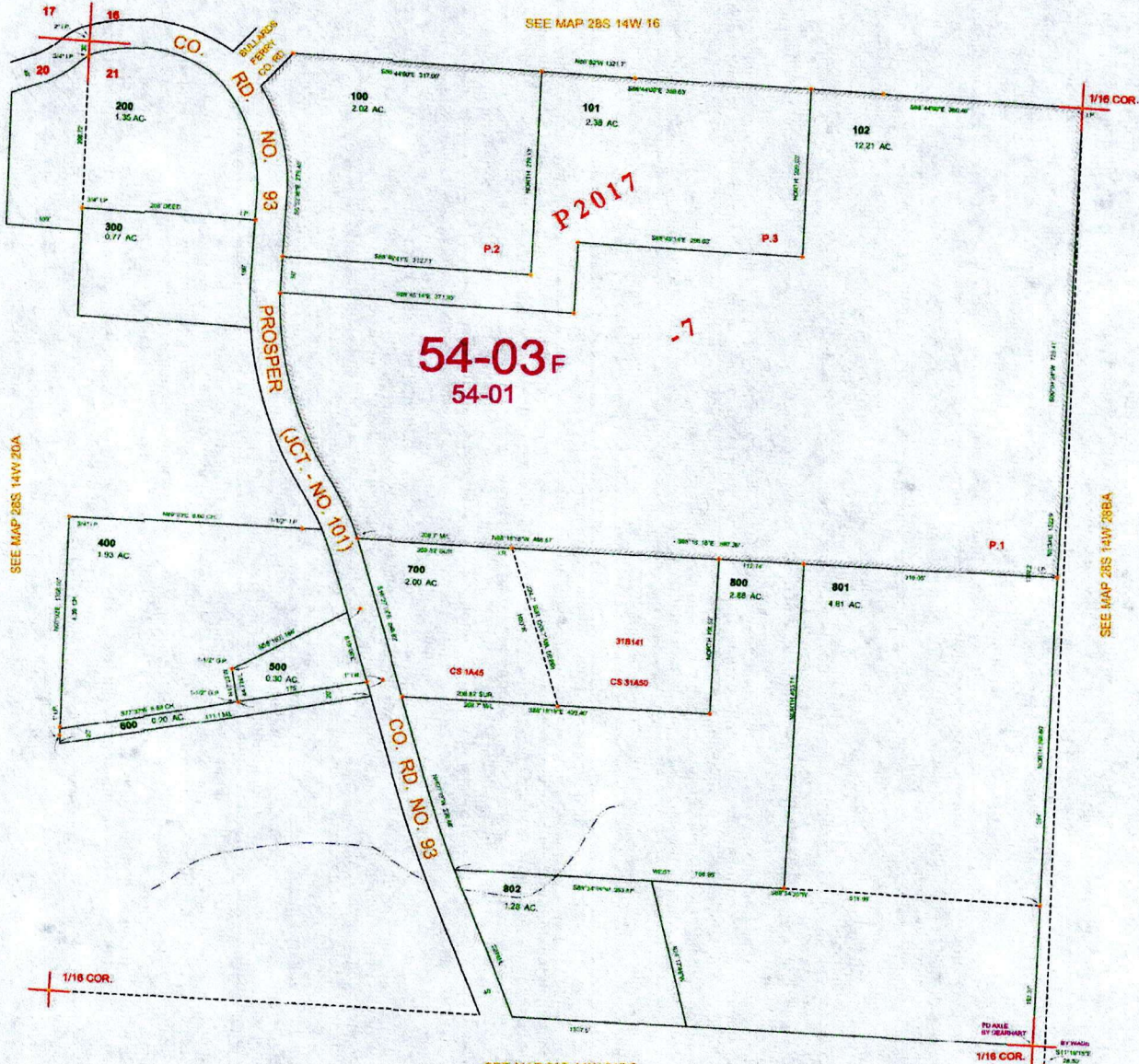
NW1/4 NW1/4 SEC.21 T28S R14W W.M.
COOS COUNTY

28S 14W 21BB

1" = 100'

CANCELLED NO.
803
804

SEE MAP 28S 14W 16



SEE MAP 28S 14W 20A

SEE MAP 28S 14W 20B A

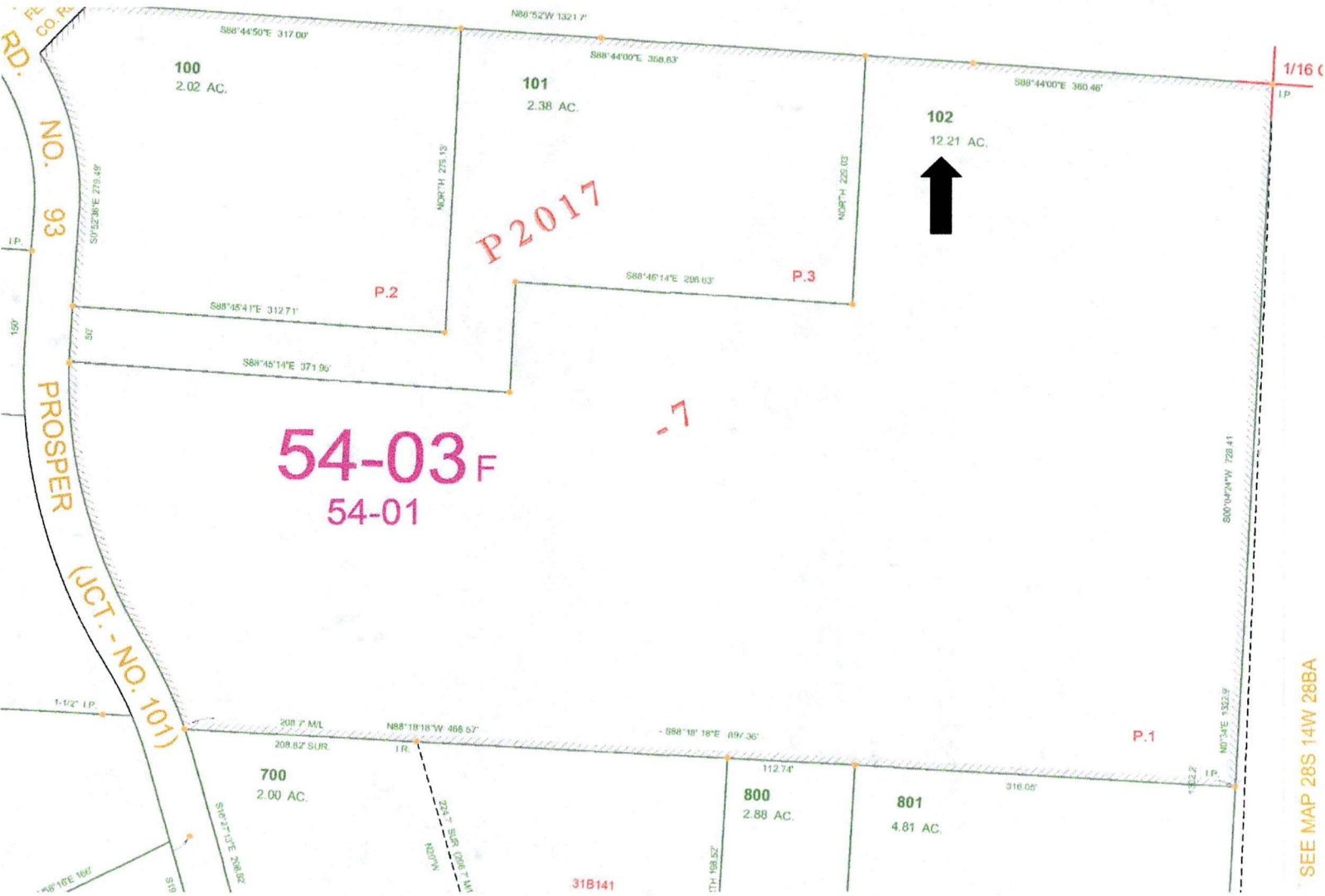
SEE MAP 28S 14W 21BC

2-13-2018

28S 14W 21BB



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



SEE MAP 28S 14W 28BA

**UNDERGROUND
RIGHT-OF-WAY EASEMENT
(Individual)**

For value received the undersigned, (Grantor), (whether singular or plural), do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, (Grantee); an easement or right-of-way, 10 feet in width, for an electric underground distribution line of one or more conductors and all necessary or desirable appurtenances (including but not limited to the right to install conduits, surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets), over, under, across and along the following described real property in Coos County, State of Oregon, to wit:

The Southwest Quarter of the Southwest Quarter of Section 16 and the Northwest Quarter of the Northwest Quarter of Section 21, Township 28 S, Range 14 W, N.M., Coos County, State of Oregon for the purpose of installing an underground service only.

~~XX~~
~~XX~~

Together with the right of ingress and egress over the adjacent lands of Grantor in order to install, maintain, repair, replace, rebuild, operate and patrol the underground electric power lines and appurtenances, and to exercise all other rights herein granted.

Grantor shall have the right to use the lands subject to the above-described easement for all purposes not inconsistent with the uses and purposes herein set forth; provided that Grantor shall not build or erect any structure upon the right-of-way without the prior written consent of Grantee.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 25th day of August, 1983.

(SEAL)

Larry E. Nelson

(SEAL)

(SEAL)

(SEAL)

STATE OF Oregon

County of Coos

On this 25th day of August, 1983, personally appeared before me a notary public in and for said State, the within named Larry E. Nelson to be known to be the identical person described therein and who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Notary Public for Oregon

Residing at Winston

My commission expires: 22 May 1985

RECORDED OCT 18 1983 AT 11:28

MARY ANN WIESON, COUNTY CLERK

472
481



P2017 #7
CAB C-712

OWNER'S DECLARATION:

DEBBIE HELLER, CEA, COOS COUNTY CLERK

KNOW ALL MEN BY THESE PRESENT THAT MARKA TURNER & MICHAEL D. TURNER ARE THE OWNERS OF RECORD OF THE LAND HEREON SHOWN AND REPRESENTED ON THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO PARCELS AS HEREON SHOWN IN ACCORDANCE WITH O.R.S. CHAPTER 92 AND AS A CONDITION OF APPROVAL OF THIS PLAT:

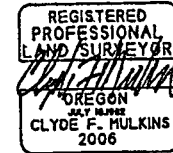
II: THE UNDERSIGNED HEREDY AGREE THAT THEY WILL HOLD COOS COUNTY HARMLESS FROM AND INDEMNIFY THE COUNTY FOR ANY LIABILITY FOR ANY DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED OR THEIR PROPERTY OR TO ANY OTHER PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF THE UNDERSIGNED'S FAILURE TO BUILD, IMPROVE OR MAINTAIN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

PREPARED FOR:

MARKA TURNER AND MICHAEL D. TURNER 56107 PROSPER JUNCTION RD. DANDON, OR 97411

PREPARED BY:

MULKINS & RAMBO, LLC P.O. BOX 809 NORTH BEND, OR 97459



SEE PARTITION PLAT

CONSENT AFFIDAVITS

INST. NO. 2017-9002 AND

INST. NO. 2017-9023

COOS COUNTY CLERK'S OFFICE

FOUND CORNERS

- M1 3/8" IRON ROD PER PLAT OF GLENWOOD ESTATES
- M2 1/2" IRON PIPE PER C9031A109
- M3 1/2" IRON PIPE SET PER BOOK 6, PAGE 46 FROM FIR DT.
- M4 3/8" IRON ROD PER C9031B141

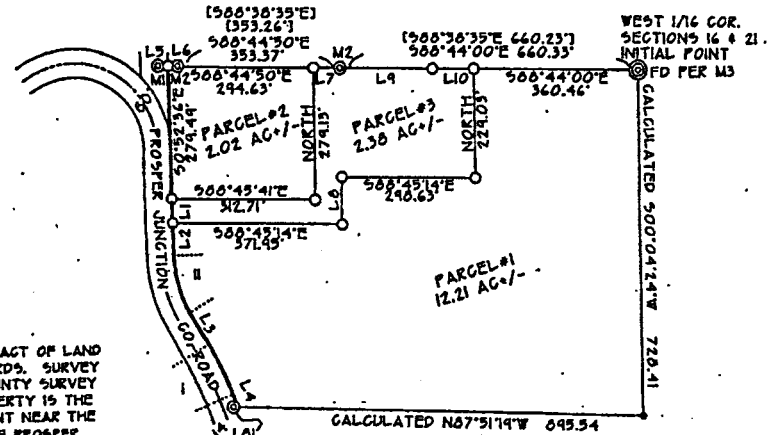
SEPTEMBER 20, 2017
SCALE 1" = 200'

LEGEND

- ⊙ FOUND MONUMENTS AS SHOWN
- SET 3/8" X 30" IRON ROD WITH PLASTIC CAP MARKED "L3 2006"
- [] RECORD BEARING/DISTANCE PER C9031A109 & 31D141
- CALCULATED POINT
- ⊙ INITIAL POINT

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO PARTITION THE TRACT OF LAND DESCRIBED IN INST. NO. 2016-3715, COOS COUNTY DEED RECORDS. SURVEY CONTROL WAS BASED ON C9031A109 AND C9031B141, COOS COUNTY SURVEY RECORDS. THE WESTERLY BOUNDARY OF THE SUBJECT PROPERTY IS THE OLD PROSPER ROAD. THIS ROAD WAS SURVEYED FROM A POINT NEAR THE C 1/4 CORNER OF SECTION 28 NORTH TO THE SETTLEMENT OF PROSPER FOLLOWING A LOGGING ROAD. THIS ROAD WAS RESURVEYED PER ROAD CASE 884 TERMINATING AT A POINT NORTH THE NORTH BOUNDARY OF SECTION 21 THIS SECTION OF ROAD WAS CHANGED TO A WIDTH OF 60 FEET. THE ROAD NOW CURVES LEFT PRIOR TO REACHING THE SAID SECTION LINE, AND A PORTION UP TO BULLARD'S FERRY ROAD DOESN'T EXIST ON THE GROUND ANY MORE. WITH NO FOUND EVIDENCE OF A VACATION OF THIS SEGMENT THE NORTHERLY TANGENT ALONG THE CENTERLINE OF PROSPER JUNCTION ROAD WAS EXTENDED NORTH CROSSING THE SECTION LINE TO LOCATE THE SUBJECT TRACT BOUNDARY. THE ALIGNMENT MATCHED UP WELL WITH BULLARD'S FERRY ROAD. THE NORTH BOUNDARY WAS HELD PER C9031A109. THE SOUTH AND EAST BOUNDARIES WERE CALCULATED BY DISTANCE-DISTANCE INTERSECTION FROM THE 1/2 INCH IRON PIPE AT THE WEST SIXTEENTH CORNER AND THE 3/8 INCH IRON ROD ALONG THE COUNTY ROAD PER C9031B141.



CURVE TABLE (R/W)

CURVE I	CURVE II
Δ = 7°57'13"	Δ = 29°08'16"
R = 848.51	R = 249.44
L = 117.74	L = 126.88
CH = 117.64	CH = 125.52
N26°02'15"W	N15°26'44"W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°52'36"W	50.00'
L2	N00°32'36"W	70.04'
L3	N30°00'32"W	77.93'
L4	N22°03'39"W	26.01'
L5	S88°19'48"E	22.37'
L6	S88°19'48"E	22.37'
L7	S88°44'30"E	58.74'
L8	N00°00'00"E	100.00'
L9	S88°43'21"E	207.24'
L10	S88°45'27"E	42.60'

FINAL PARTITION
LOCATED IN THE NW1/4 NW1/4, SECTION 21,
TWP.28, R14W., W.M., COOS COUNTY, OREGON
TAX LOT 100 T28S-R14W-21B0
6.61 SURVEYED ACRES - ZONE RR-2

BASEIS OF BEARING TRUE
FROM SOLAR OBSERVATION

SURVEYOR'S CERTIFICATE:

CLYDE F. MULKINS, PROFESSIONAL LAND SURVEYOR OF OREGON #2006, STATE THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE PARCELS REPRESENTED ON THIS PARTITION PLAT IN ACCORDANCE WITH ORS 92.06001 AND THE BOUNDARIES OF SAID PLAT ARE AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE MARKING THE INITIAL POINT, WHICH IS THE WEST SIXTEENTH CORNER OF SECTIONS 16 AND 21, TOWNSHIP 28 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE S00°04'24"W A DISTANCE OF 728.41 FEET; THENCE S07°34'14"W A DISTANCE OF 693.24 FEET TO THE EASTERLY RIGHT OF WAY BOUNDARY OF PROSPER JUNCTION ROAD; THENCE ALONG SAID BOUNDARY N22°03'39"W A DISTANCE OF 26.01 FEET TO A CURVE LEFT WITH A RADIUS (R/W) 848.51 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 117.74 FEET THROUGH A CENTRAL ANGLE OF 7°57'13"; THENCE N30°00'32"W A DISTANCE OF 77.93 FEET TO A CURVE RIGHT WITH A RADIUS (R/W) OF 249.44 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 126.88 FEET THROUGH A CENTRAL ANGLE OF 29°08'16"; THENCE N 0°32'36"W A DISTANCE OF 399.58 FEET; THENCE S88°19'48"E A DISTANCE OF 22.37 FEET; THENCE S88°44'30"E A DISTANCE OF 393.57 FEET; THENCE S88°44'00"E A DISTANCE OF 660.33 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 16.61 ACRES, MORE OR LESS.

COUNTY SURVEYOR'S CERTIFICATE:

I HEREDY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR ACCURACY AND COMPLETENESS PURSUANT TO ARTICLE 6J AND THAT ALL MONUMENTS HAVE BEEN SET PURSUANT TO THIS ORDINANCE. SIGNED THIS 20th DAY OF SEPTEMBER, 2017.

MICHAEL L. DADO, COUNTY SURVEYOR

COUNTY ASSESSOR'S CERTIFICATE:

I HEREDY 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 UPON THE PARCEL HAVE BEEN PAID OR WHICH WILL BECOME A LIEN DURING THE TAX YEAR HAVE BEEN PAID. SIGNED THIS 20th DAY OF SEPTEMBER, 2017.

STEVE JANSEN, COUNTY ASSESSOR

COUNTY CLERK'S CERTIFICATE:

I, DEBBIE HELLER, COUNTY CLERK OF COOS COUNTY, OREGON HEREDY CERTIFY THAT THIS LAND PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY RECORDS IN

MICROFILM NO. 2017-9027, CABINET C, PAGE 712

RECORD OF PLATS, THIS 20th DAY OF SEPTEMBER, 2017.

DEBBIE HELLER, COUNTY CLERK, COOS COUNTY, OREGON

PLANNING DIRECTOR'S CERTIFICATE:

I HEREDY CERTIFY THAT THE SHOWN PLAT IS IN CONFORMITY WITH APPLICABLE COOS COUNTY ZONING AND DEVELOPMENT ORDINANCES. SIGNED THIS 20th DAY OF SEPTEMBER, 2017.

JILL ROLFE, PLANNING DIRECTOR

STATEMENT OF SEWAGE DISPOSAL SYSTEMS

NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT.

STATEMENT OF WATER AVAILABILITY

NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO ANY PURCHASER OF ANY PARCEL DEPICTED ON THE ATTACHED PLAT.



DEBBIE HELLER, CEA, COOS COUNTY CLERK

Return to: Pacific Power
135 Lockhart Ave
Coos Bay, OR. 97420

CC#: 11171 WO#: 6421272

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, *Marka Turner & Michael D. Turner, as tenants by the entirety* ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns ("Grantee"), a perpetual easement for a right of way *10* feet in width and *420* feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, vaults on, across, or under the surface of the real property of Grantor in *Coos* County, State of *Oregon*, as more particularly described as follows and/or shown on Exhibit(s) *A & B* attached hereto and by this reference made a part hereof:

A portion of:

Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 21, Township 28 South, Range 14 West, Willamette Meridian. Deed Reference:2017-09027

Assessor's Map No.: *28S 14W 21BB*

Parcel No.: *100*

Together with the right of ingress and egress for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for other purposes not inconsistent, as determined by the Grantee, with the purposes for which this easement has been granted.

JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH

A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the right of way area for the purposes contemplated hereunder.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this 9th day of November, 2017

[Signature]
Marka Turner, GRANTOR

[Signature]
Michael D. Turner, GRANTOR

INDIVIDUAL ACKNOWLEDGEMENT

State of OREGON }
County of COOS } SS.

This instrument was acknowledged before me on this 9 day of November 2017
By Marka Turner and Michael Turner
Name(s) of individual(s) signing document

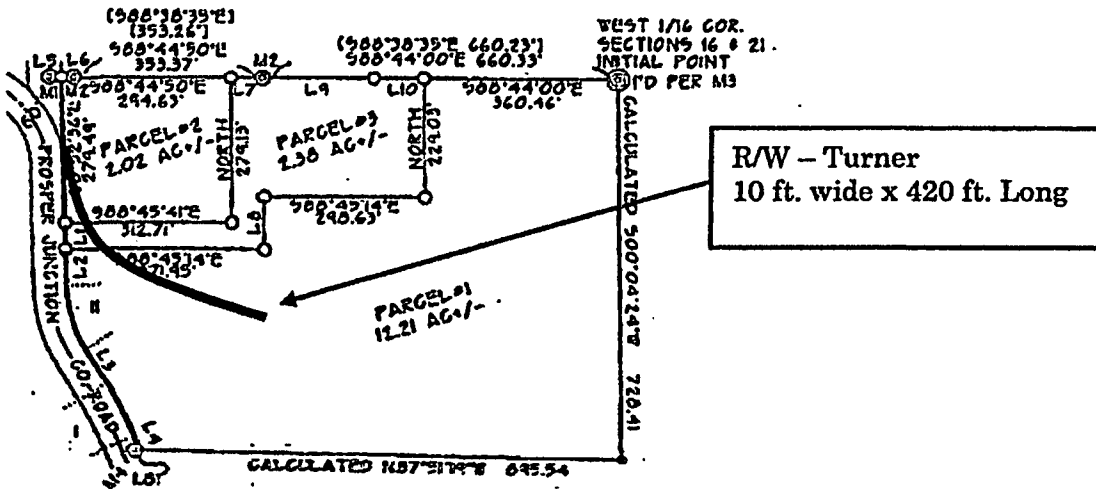
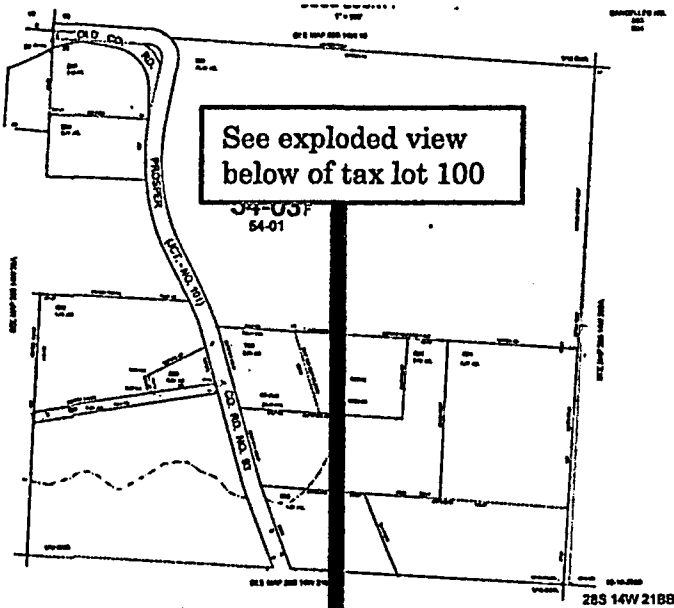


[Signature]
Notary Public
My commission expires: April 27, 2021

PROPERTY DESCRIPTION

Section: 21, Township: 28S, Range: 14W, Willamette Meridian,
Coos County, State of Oregon.

Map / Tax Lot or Parcel No.: 100, Partitioning of tax lot 100 into three parcels recorded.



CC#:11171 WO#: 6421272

Landowner Name: Turner

Drawn by: Michael Smith

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



PROPERTY DESCRIPTION

BEGINNING AT A 1/2" IRON PIPE MARKING THE INITIAL POINT, WHICH IS THE WEST SIXTEENTH CORNER OF SECTIONS 16 AND 21, TOWNSHIP 28 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE S00°04'24"W A DISTANCE OF 728.41 FEET; THENCE N87°51'19"W A DISTANCE OF 895.54 FEET TO THE EASTERLY RIGHT OF WAY BOUNDARY OF PROSPER JUNCTION ROAD; THENCE ALONG SAID BOUNDARY N22°03'39"W A DISTANCE OF 26.01 FEET TO A CURVE LEFT WITH A RADIUS (R/W) 848.51 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 117.79 FEET THROUGH A CENTRAL ANGLE OF 7°57'13"; THENCE N30°00'52"W A DISTANCE OF 77.95 FEET TO A CURVE RIGHT WITH A RADIUS (R/W) OF 249.49 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 126.88 FEET THROUGH A CENTRAL ANGLE OF 29°08'16"; THENCE N 0°52'36"W A DISTANCE OF 399.58 FEET; THENCE S88°19'48"E A DISTANCE OF 22.37 THENCE S88°44'30"E A DISTANCE OF 353.37 FEET; THENCE S88°44'00"E A DISTANCE OF 660.33 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 16.61 ACRES, MORE OR LESS.

Description above is from the recently recorded partition document #2017-09027. See also Description below, taken from previously recorded deed document #2016-003725.

That certain parcel of real property situated in Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at a point about 20 rods East of the Northwest corner of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which said point is the center of the County Road between Prosper and Bear Creek and on the Section line between Sections 16 and 21 in said Township and Range; running thence East 60 rods, more or less, to the Northeast corner of NW 1/4 of the NW 1/4 of Section 21; thence South on the quarter section line 44 rods, more or less; thence West 60 rods, more or less, to the County Road, aforesaid; thence Northerly following said County Road to the place of beginning.

SAVE AND EXCEPT THEREFROM, that portion of said premises embraced in the County Road.

CC#: 11171 WO#: 6421272

Grantor Name: Turner

EXHIBIT B

PACIFIC POWER
A DIVISION OF PACIFIC CORP

When recorded, return to:
Umpqua Bank
Attn: Post Closing
6610 SW Cardinal Lane, 1st Floor
Tigard, OR 97224

Coos County, Oregon **2020-08842**
\$151.00 Pgs=14 09/09/2020 11:02 AM
eRecorded by: TICOR TITLE COOS BAY
Debbie Heller, CCC, Coos County Clerk

Escrow No.: 360620031530
LOAN #: 8501454820

Mortgage Electronic Registration
Systems, Inc. as nominee for lender

[Space Below This Line For Acknowledgment]

DEED OF TRUST

MIN 1000458-1000315312-6
MERS PHONE #: 1-888-679-6377

TICOR 360620031530

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 August 27, 2020, together with all Riders to this document.

(B) "Borrower" is MARKA L TURNER & MICHAEL D TURNER, AS TENANTS BY THE ENTIRETY.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Umpqua Bank.

Lender is a State Chartered Bank,
under the laws of Oregon.

organized and existing

Lender's address is 6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224.

(D) "Trustee" is Tigor Title.

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

(F) "Note" means the promissory note signed by Borrower and dated August 27, 2020. The Note states that Borrower owes Lender **FOUR HUNDRED TWENTY FIVE THOUSAND AND NO/100** Dollars (U.S. **\$425,000.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2050.

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

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

Initials: 
OREDEED 0518
OREDEED (CLS)
08/27/2020 06:06 PM PST



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

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Mortgage Electronic Registration Systems, Inc. Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- V.A. Rider

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

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

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

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

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

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

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

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

(R) "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]:

Parcel 1, Final Partition Plat 2017 #7, CAB C/712, Coos County, Oregon and recorded as microfilm no. 2017-09027, Records of Coos County, Oregon APN #: 99919708

which currently has the address of 56055 Prosper Junction Road, Bandon,

[Street] [City]

Oregon 97411 ("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 seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower 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.

Initials: *[Signature]*
OREDEED 0518
OREDEED (CLS)
08/27/2020 06:06 PM PST



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, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 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, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage



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

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

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

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

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 secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence



for at least one year after the date of occupancy, unless Lender 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 building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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. Those 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, attorneys' 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 Reinstate 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 defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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



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

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

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


WARNING

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

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

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

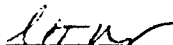
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



MARKA L TURNER 9/1/20 (Seal)
DATE



MICHAEL D TURNER 9-1-2020 (Seal)
DATE

Initials: 
OREDEED 0518
OREDEED (CLS)
08/27/2020 06:06 PM PST

OFFICIAL STAMP
EL ROSE RICHARDSON
ARY PUBLIC OREGON
MISSION NO. 98.0014
XVI EXPIRES MARCH 28, 2023





LOAN #: 8501454820

State of Oregon
County of COOS

This instrument was acknowledged before me on 1st Sept 2020 by MARKA L TURNER AND MICHAEL D TURNER.



Rachel Rose Richardson
Signature of Notarial Officer

Notary Oregon
Title (and Rank)

My commission expires: 03.28.2023

Lender: Umpqua Bank
NMLS ID: 401867
Loan Originator: Sarah Renee Rollicheck
NMLS ID: 1107057



LOAN #: 8501454820
MIN: 1000458-1000315312-6

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **27th** day of **August, 2020**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Umpqua Bank, a State Chartered Bank**

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:
56055 Prosper Junction Road, Bandon, OR 97411.

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

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:
"Lender" is **Umpqua Bank**.

Lender is a **State Chartered Bank** organized and existing under the laws of **Oregon**. Lender's address is **6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224.**

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

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

2. The Definitions section of the Security Instrument is further amended to add the following definition:

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



LOAN #: 8501454820

B. TRANSFER OF RIGHTS IN THE PROPERTY

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

This Security Instrument secures to Lender: (i) the repayment of the Loan, 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 [Type of Recording Jurisdiction] of
Coos [Name of Recording Jurisdiction]:
Parcel 1, Final Partition Plat 2017 #7, CAB C/712, Coos County, Oregon and recorded as microfilm no. 2017-09027, Records of Coos County, Oregon APN #: 99919708

which currently has the address of **56055 Prosper Junction Road, Bandon,**

[Street][City]

OR 97411 ("Property Address"):
[State] [Zip Code]

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

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

C. NOTICES

Section 15 of the Security Instrument is amended to read as follows:

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



LOAN #: 8501454820

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. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee Interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. 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.

D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

Section 20 of the Security Instrument is amended to read as follows:

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. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. 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.



LOAN #: 8501454820

E. SUBSTITUTE TRUSTEE


Section 24 of the Security Instrument is amended to read as follows:

24. Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.



MARKA L TURNER 9/1/20 (Seal)
DATE



MICHAEL D TURNER 9-1-2020 (Seal)
DATE



WHEN RECORDED, MAIL TO:

Mountain America Federal Credit Union
P.O. Box 9001
West Jordan, Utah 84084-9001

Coos County, Oregon **2019-06551**
\$116.00 Pgs=7 07/26/2019 03:01 PM
eRecorded by: FIRST AMERICAN - TITLE
Debbie Heller, CCC, Coos County Clerk

129
5901139

SPACE ABOVE THIS LINE FOR RECORDER USE



MOUNTAIN AMERICA
CREDIT UNION

P.O. Box 9001 • West Jordan, UT 84084-9001

DEED OF TRUST
TO SECURE HOME EQUITY LINE OF CREDIT AGREEMENT

THIS DEED OF TRUST is made this 20 day of July, 2019, among the Trustor, Marka Turner and Michael D. Turner, as Tenants by the Entirety

(herein "Borrower") Mountain America Federal Credit Union (herein "Trustee"), and the Beneficiary, Mountain America Federal Credit Union a corporation organized and existing under the Laws of the State of Utah whose address is 7181 S CAMPUS VIEW DRIVE WEST JORDAN, UT 84084 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of COOS, State of OR

SEE ATTACHED EXHIBIT "A"
PARCEL# 28 S 14 W 21 BB 102

\$ 35,000.00

which has the address of 56055 Prosper Junction Rd
Bandon (City) OR 97411 (State and Zip Code) (herein "Property Address");



TOGETHER, with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if the Deed of Trust is on a leasehold) are herein referred to as the "Property";

FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness and all other lawful charges evidenced by a revolving line of credit as set forth in the Home Equity Line of Credit Agreement dated the 20 day of July, 2019 in the maximum sum \$ 35,000.00 granted to Trustor, payable by Trustor to the order of Beneficiary at all times, in the manner and with interest as therein set forth and any extensions and/or renewals or modifications thereof;
2. The performance of each agreement of Trustor herein contained; and
3. The payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, prepayment and late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied first, to accrued but unpaid Interest, second to the unpaid principal balance of your Loan, third to "Late Charges" as described herein, and finally to collection costs.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, insurance proceeds shall be applied to restoration or repair of the Property damages, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust is not thereby impaired. If such restoration or repairs are not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the



insurance proceeds at Lenders option either to restoration or repair of the Property or to the sums secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

6. Protection of Lender's Security.

If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement or reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection.

Lender may make or cause to be made reasonable entries upon the inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower, in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to the principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Hazardous Substances.

Borrower represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state or Federal laws, or regulations adopted pursuant to any of the foregoing. Borrower authorizes Lender and its agents to enter upon the



Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. In addition, Borrower represents and warrants that the Property does not contain urea formaldehyde foam insulation or urea formaldehyde resin in violation of any state laws. Borrower hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Deed of Trust.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

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

15. Uniform Deed of Trust; Governing Law; Severability. This form of Deed of Trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

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

18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, then all the sums secured by this Deed of Trust shall be immediately due and payable. The loan which is secured by this Deed of Trust is NOT Assumable.

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

DEED OF TRUST
TO SECURE HOME EQUITY LINE OF CREDIT AGREEMENT

19. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due and sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and those remedies permitted by applicable law may be invoked. Lender shall be entitled to collect all reasonable cost and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied, the Recitals in the Trustee's deed shall be prima facie evidence of the truth of the statement made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the county clerk of the county in which the sale took place.

20. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, (By reason of Borrower's Failure to make payments as agreed), Borrower shall have the right to have such proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had not acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

21. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed



MOUNTAIN AMERICA
CREDIT UNION

P.O. Box 9001 • West Jordan, UT 84084-9001


DEED OF TRUST
TO SECURE HOME EQUITY LINE OF CREDIT AGREEMENT

of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs or recordation, if any.

23. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender also requests that any notice of default of any other encumbrances on this property be mailed to the Lender at P. O. Box 9001, West Jordan, UT 84084-9001.

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



Michael D Turner Borrower

Borrower



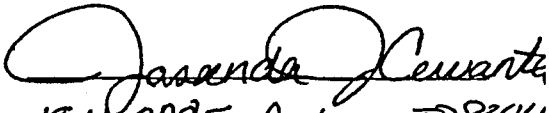
Marka Turner Borrower

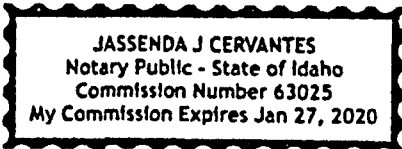
Borrower

STATE OF Idaho County ss: Madison
On this 20 day of July, 2019, personally appeared before me,
Marka Turner and Michael D. Turner, as Tenants by the Entirety

the signer(s) of the above instrument, who duly acknowledged to me that They executed the same.

My Commission Expires: 01/27/2020

Notary Public: 
Residing at: 18 N 2nd E, Rexburg, ID 83441



MACU Employee Name BRANT DALEBOUT
Mountain America Federal Credit Union

NMLS # 1695248
NMLS # 462815

EXHIBIT 'A'

File No.: **880-5981139 (ddd)**

Property: **56055 Prosper Junction Rd, Bandon, OR 97411**

Parcel 1 of Final Partition No. 2017 #7, Filed and Recorded September 20, 2017, in CAB C-712, Plat Records and in Microfilm Reel No. 2017-09027, Deed Records of Coos County, Oregon.

A.P.N. 28 S 14 W 21 BB 102

WHEN RECORDED MAIL TO:
Mountain America Credit Union
9800 South Monroe Street
Sandy, Utah 84070

Coos County, Oregon	2020-08844
\$96.00 Pgs=3	09/09/2020 11:33 AM
eRecorded by: TICOR TITLE COOS BAY	
Debbie Heller, CCC, Coos County Clerk	

Subordination Agreement

This indenture made and executed this day, **August 20, 2020**

Witnesseth:

Whereas, on **July 20, 2019**, **Michael D Turner and Marka Turner**, made, executed and delivered to **Mountain America Federal Credit Union**, their promissory note in the sum of **\$35,000.00**, dated **July 20, 2019**, and to secure the payment of said note, made, executed and delivered to the undersigned, a Deed of Trust on the following described property situated in the **Coos County, State of Oregon**, to wit:

Legal Description: See Exhibit "A"

The following is for informational purposes only: Tax Parcel No. 28 S 14 W 21 BB 102

which said Deed of Trust was recorded **July 26, 2019**, in Book **N/A**, at Page **N/A**, as Entry Number **2019-06551**, of the Official Records of **Coos County, State of Oregon**, and

Whereas, said **Marka L Turner and Michael D Turner** have executed and delivered as security for a promissory note in the original principal sum not to exceed **\$425,000.00**, their Deed of Trust in Favor of **Umpqua Bank**, and its successors and/or assigns, dated 9/1/20, recorded 9/9/20, in Book _____, at Page _____, as Entry Number 2020-08842 of the Official Records of said County on the above described property and,

Whereas, as a condition to obtaining the Deed of Trust from **Umpqua Bank**, it is required that said Deed of Trust constitute and be a valid first lien upon the subject property.

TICOR-360620031530

Now Therefore, in consideration of the premises and of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, does hereby certify and declare that that certain Deed of Trust dated July 20, 2019 and recorded July 26, 2019, in Book N/A, at Page N/A, as Entry Number 2019-06551 of the Official Records of Coos County, Oregon as more particularly first hereinabove described, is hereby declared to be subordinate, junior and inferior to the lien represented by the Deed of Trust in favor of Umpqua Bank aforesaid.

Witness our hands the day and year first above written
For Mountain America Federal Credit Union

Alexis Harvey
Manager Loan Servicing

State of Utah
County of Salt Lake

On the day of August 20, 2020, personally appeared before me Alexis Harvey, who is the manager Loan Servicing of Mountain America Federal Credit Union and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Alexis Harvey duly acknowledged to me that the said corporation executed the same.

Mandra Carter
Notary Public

My Commission Expires: 10/20/2023 Residing at: Sandy, UT

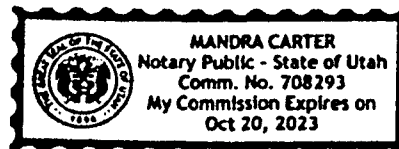


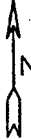
EXHIBIT "A"
Legal Description





Parcel 1, Final Partition Plat 2017 #7, CAB C/712, Coos County, Oregon and recorded as microfilm no. 2017-09027, Records of Coos County, Oregon





TENTATIVE PARTITION LOCATED
 IN NW1/4 NW1/4, SECTION 21, TWP28S,
 RNG14W, WM, COOS CO, OR

TAX LOT 102, MAP# 28S 14W 21-BB, ACCT# 99919706
 12.21 ACRES ZONE - RR-2

LEGEND


 BASIS OF BEARING
 ASSUMED CS#7B34

-  INITIAL POINT
-  RECORD MONUMENTS
-  PROPOSED CORNERS TO BE SET
-  10' CONTOURS SOURCE GOOGLE

- H HOUSE G GARAGE
-  POWER VAULT
-  WELL  CREEK DRAW
-  SEPTIC TANK & DRAIN-FIELD

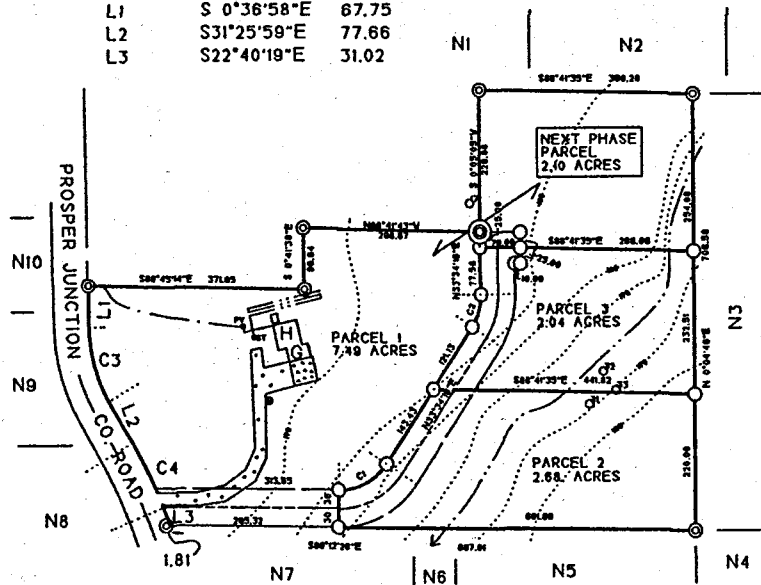
SHEET 1 OF 2

SCALE 1" = 200'

JUNE 16, 2022

EAST R/W LINE DATA
 PROSPER JUNCTION CO. ROAD

LINE	BEARING	DIST
L1	S 0°36'58"E	67.75
L2	S31°25'59"E	77.66
L3	S22°40'19"E	31.02



ADJOINING PROPERTY OWNERS

- N1 WILLIAM M. HILLIS
REVOCABLE LIVING TRUST
- N2 GORDON P. & MARJIE A. HUBER
- N3 RYAN THOMPSON
- N4 DENNIS A. & EDITH K. JURGENSON
- N5 CAROL L. GROW
- N6 JAMES a. HILEY
- N7 CONNIE O. JOHNSON
- N8 PHYLLIS A. NORRIS &
ALAN H. SOMMERS TRUST
- N9 MARY M. BROWN
- N10 JAMES I. & PATRICIA COOK
- N11 TYLER MARIE LOUSTARA

PREPARED FOR:
 MARKA & MICHAEL D. TURNER
 56055 PROSPER JUNCTION RD.
 BANDON, OR 97411

PREPARED BY:
 MULKINS & RAMBO, LLC
 P.O. BOX 809
 NORTH BEND, OR 97459

LEFT R/W CURVE DATA (PROPOSED PARCEL BOUNDARY)

CURVE	DELTA	RAD	LNG	CHORD BRG / DIST
C1	57°13'16"	94.56	94.44	N62°10'54"E 90.56
C2	33°29'14"	94.56	55.27	N16°49'39"E 54.48

EAST R/W CURVE DATA PROSPER JUNCTION CO. ROAD

CURVE	DELTA	RAD	LNG	CHORD BRG / DIST
C3	30°49'01"	249.49	134.19	S16°01'28"E 132.58
C4	8°45'40"	848.51	129.75	S27°03'09"E 129.62

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 16, 1992
 CLYDE F. MULKINS
 2006

RENEWAL 12/31/2022

TENTATIVE PARTITION LOCATED
IN NW1/4 NW1/4, SECTION 21, TWP28S,
RNG14W, WM, COOS CO, OR

TAX LOT 102, MAP# 28S 14W 21-BB, ACCT# 99919706
12.21 ACRES ZONE - RR-2

SHEET 2 OF 2

NOTES

VEGETATION - OPEN COVER FOR EXISTING HOUSE.
BALANCE OF PROPERTY IS TIMBERED WITH MEDIUM
DENSITY UNDERBRUSH COVER.

PROPOSED LAND USE - RESIDENTIAL.

POTABLE WATER - PARCEL 1 HAS EXISTING WELL.
POTABLE WATER NOT TO BE PROVIDED TO
PARCELS 2 & 3.

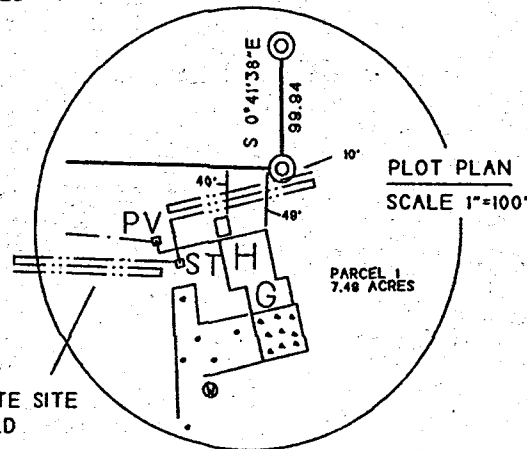
SEWAGE DISPOSAL - PARCEL 1 HAS AN
INDIVIDUAL SEPTIC & DRAINFIELD.
SEPTIC AND DRAINFIELD NOT TO BE
PROVIDED TO PARCELS 2 & 3.

ACCESS - OFF PROSPER JUNCTION RD.
PARCEL 2 & 3 WILL HAVE PRIVATE
60 FT. EASEMENT FOR INGRESS,
EGRESS & UTILITIES, FROM
PARCEL 1.

POWER - PACIFIC POWER

ZONING - RR-2

ALTERNATE SITE
DRAINFIELD



EASEMENTS AND DEEDS OF TRUST

ELECTRIC DISTRIBUTION EASEMENT (INDIVIDUAL) - INST. NO. 83-4-2675,
DATED OCTOBER 18, 1983, FOR PACIFIC POWER AND LIGHT COMPANY -
NOT APPLICABLE TO SUBJECT PROPERTY.

FINAL PARTITION PLAT 2017 #7, CAB C/712, DATED SEPTEMBER 20, 2017,
INCLUDING TERMS AND PROVISIONS THEREOF.

UNDERGROUND ELECTRIC DISTRIBUTION LINE - INST. NO. 2018-0279, DATED
JANUARY 9, 2018, FOR PACIFIC CORP. - SERVES PROPOSED PARCEL 1 OF
SHEET 1 OF 2 ATTACHED.

DEED OF TRUST - INST. NO. 2020-8842, DATED SEPTEMBER 9, 2020,
INCLUDES PROPOSED PARCELS 1, 2 AND 3 OF SHEET 1 OF 2 ATTACHED,
FBO UMPQUA BANK.

DEED OF TRUST - INST. NO. 2019-6551, DATED JULY 26, 2019, INCLUDES
PARCEL 1 OF FINAL PARTITION 2017 #7, FBO MOUNTAIN AMERICA
FEDERAL CREDIT UNION.

PREPARED FOR:
MARKA & MICHAEL D. TURNER
56055 PROSPER JUNCTION RD.
BANDON, OR 97411

PREPARED BY:
MULKINS & RAMBO, LLC
P.O. BOX 809
NORTH BEND, OR 97459

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1992
CLYDE F. MULKINS
2006

RENEWAL 12/31/2022