## PROPERTY LINE ADJUSTMENT



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

FILE NUMBER: PLA-23 - 021

Date Received: 915) 3 Receipt #: 243838	Received by:	IRC
This application shall be filled out electronically.	If you need assistan	nce please contact staff. If the
fee is not included the application (If payment is received on line a file numbe		bmittal)

## LAND INFORMATION A. Land Owner(s) Susan E. Trumm Trust Mailing address: 133 50th Avenue NW, Salem, OR 97304 Email: Township: Range: Section: 1/16 Section: Tax lot: 25S 13W 36 01900 D C Tax Account Number(s): 403201 Zone: Select Zone Urban Residential-2 (UR-2) Acreage Prior to Adjustment: 0.29 Acreage After the Adjusment 0.23 B. Land Owner(s) Susan E. Trumm Trust Mailing address: 133 50th Avenue NW, Salem, OR 97304 Email: Phone: Township: Range: Section: 1/16 Section: D C **25S** 14W 01901 Tax Account Number(s) 403205 Urban Residential-2 (UR-2) Zone Acreage After the Adjustment 0:02,20 Acreage Prior to Adjustment: 0.17 C. Surveyor Troy Rambo Mailing Address P.O. Box 809, North Bend, OR 97459 Phone #: 541-751-8900 Email: mandrllc@frontier.com

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

Property Line Adjustment Application

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# Submittal Requirements:

An application for a line adjustment or elimination shall be filed by the owners of all units of land affected. The application shall be accompanied by an appropriate fee and contain the following information:

- a. A property line adjustment must include a tentative map drawn on 8 ½" x 11" or 11" x 17" size paper. The map shall contain the following information:
  - i. North arrow and Scale The property boundaries and any other required detail shall be provided to scale.
  - ii. Existing and proposed property line dimensions and size in square feet or acres of the lawfully established units of land that are subject of the application. The existing and proposed property configurations will be shown on separate sheets of paper as before and after maps and shall contain acreage before an after adjustments.
  - iii. Identification, size, and dimensions of the area(s) proposed to be adjusted from one property to the other.
  - iv. Roads abutting and located within the subject properties, including names and road right-of-way or easement widths, and labeled as either public or private.
  - v. Location of on-site wastewater treatment systems or name of sanitary sewer district. This includes drain field and repair areas. All on-site wastewater improvements are to remain on the same unit of land as the structure it is serving.
  - vi. Easements, shown with dimensions, type, labeled as existing or proposed, and specifically noting to whom they benefit
  - vii. Existing structures and the distance from each structure to the existing and proposed property lines. Setbacks for all structures within 50 feet of the proposed property line (130 feet if property is zoned Forest or Forest Mixed Use) must be verified on a site plan prepared and stamped by an Oregon registered professional land surveyor. If no structures exist within the specified area, the surveyor can submit a stamped letter so stating.
- b. A preliminary title report or title search for each property, to determine ownership and any recorded deed restrictions.
- c. Evidence to show that the units of land are lawfully created pursuant to Section 6.1 Lawfully Created. If the conformance of the unit of land is unknown, then a Lawfully Created Determination application will be required either prior or in conjunction with a property line adjustment application. If a Lawfully Created Unit of Land Determination is required, then this will be treated as an Administrative Action.
- I. Upon completion of the Property Line Adjustment Review the mapping and filing requirements of Section 6.3.157 shall be followed.

## Criteria:

- 1. General Criteria A Property Line Adjustment requires application pursuant to Ministerial Application (Type I) procedures according to Article 5.0, unless otherwise specified by this section. An application for multiple property line adjustments can be made under one application, so long as the deeds are recorded in the correct sequence. All property line adjustments are subject to the following standards and criteria, unless previously stated in this section:
  - a. The property line adjustment cannot:
    - i. Create an additional unit of land; or
    - ii. Violate any applicable specific conditions of previous land use approvals or recorded deed restrictions. An example would be if parcels were required to meet a minimum acreage or have an accessory structure and adjustment would remove the primary use or structure.
  - b. All properties affected by the proposed adjustment are legal units of land unless this adjustment is to correct an improperly formed unit of land or to correct an encroachment issue.
  - c. A property line adjustment is subject to the minimum lot or parcel size standards of the applicable zoning district, except in the following circumstances:
    - i. One or both abutting properties are smaller than the minimum lot or parcel size for the applicable zone before the property line adjustment and, after the adjustment, one is as large or larger than the minimum lot or parcel size for the applicable zone; or
    - ii. Both abutting properties are smaller than the minimum lot or parcel size for the applicable zone before and after the property line adjustment.
  - d. Split-zoned properties: The adjustment will not create a split-zoned unit of land that does not comply with the standards for creation of a parcel in each zone unless the property owner provides for the recording of a restrictive covenant in the deed records for the subject property that prohibit the property from being partitioned along the zoning boundary until such time as each parcel would comply with the minimum standards for the creation of a unit of land (meeting the criteria for land division) in each zone. If a split-zone unit of land is created, it shall not be used to justify a rezone in the future.
  - e. All required setback for the applicable zoning districts has been mapped as required and comply. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment
- 2. Resource Zoned Properties: In addition to the General Criteria in subsection 3 the following additional criteria is required to be addressed.
  - a. All property line adjustments that are less than 200 acres (before and after the property line adjustment) are subject to an Administrative Action (Type II Review). If there is no structural development on either unit of land and the purpose of the application is not to qualify for a dwelling then it can be reviewed as a Ministerial Action (Type I).
  - b. A property line adjustment cannot be used to:
    - i. Separate a temporary hardship dwelling, relative farm help dwelling, home occupation, or processing facility from the primary residential or other primary use without land use approval to change the accessory use to a primary use; or
    - ii. As prohibited by ORS 92.192(4)(a) through (c), in a manner that would:
    - Decrease the size of a lawfully established unit of land that, before the relocation or
      elimination of the common property line, is smaller than the minimum lot or parcel size
      for the applicable zone and contains an existing dwelling or is approved for the
      construction of a dwelling, if another lawfully established unit of land affected by the
      property line adjustment would be increased to a size as large as or larger than the
      minimum lot or parcel size required to qualify the other affected lawfully established
      unit of land for a dwelling;

Property Line Adjustment Application

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- 2. Decrease the size of a lawfully established unit of land that contains an existing dwelling or is approved for construction of a dwelling to a size smaller than the minimum lot or parcel size, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling.
- 3. Allow an area of land used to qualify a lawfully established unit of land for a dwelling based on an acreage standard to be used to qualify another lawfully established unit of land for a dwelling if the land use approval would be based on an acreage standard. Or
- 4. Allow for change in configuration to qualify for a Forest Template Dwelling. The adjustment may require a template test prior and after any adjustments made after January 1, 2019 at the time a Forest Template Dwelling Application is received.

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

roperty Owner Signatures
Susan Elizabeth Trumman for The
Susan E. Trumm Irust
Sm 8. 1

Property Line Adjustment Application

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#### RECORDING REQUESTED BY:



201 Central Avenue Coos Bay, OR 97420-2206

#### **GRANTOR'S NAME:**

The Estate of Shirley Hope Richards, who acquired title as Shirley H. Richards, deceased

#### GRANTEE'S NAME:

Susan E. Trumm, Trustee of The Susan E. Trumm Trust dated January 3, 2020

## AFTER RECORDING RETURN TO:

Susan E. Trumm, Trustee of The Susan E. Trumm Trust dated January 3, 2020 133 50th Avenue NW Salem, OR 97304

#### SEND TAX STATEMENTS TO:

Susan E. Trumm, Trustee of The Susan E. Trumm Trust dated January 3, 2020 133 50th Avenue NW Salem, OR 97304

403201, 403205, 25S1436-DC-01900 and 25S1436-DC-01901 63680 Wallace Road, Coos Bay, OR 97420 Coos County, Oregon

2023-05486

\$91.00 Pgs=2

08/08/2023 02:36 PM

eRecorded by: TICOR TITLE COOS BAY

Julie A. Brecke, Coos County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### PERSONAL REPRESENTATIVE'S DEED

Leslie D. Richards, the duly appointed, qualified and acting personal representative of the estate of Shirley Hope Richards, who acquired title as Shirley H. Richards, deceased, pursuant to proceedings filed in Circuit Court for Coos County, Oregon, Case No. 22PB01114, Grantor, conveys to Susan E. Trumm, Trustee of The Susan E. Trumm Trust dated January 3, 2020, Grantee, all the estate, right and interest of the above named deceased at the time of the deceased's death, and all the right, title and interest that the above named estate of the deceased by operation of law or otherwise may have acquired atterwards, in and to the following described real property:

Parcels 2 and 3 of Final Partition Plat 1994 #13 Cab C-50, filed and recorded April 5, 1994, bearing Microfilm Reel No. 94-04-0162, Records of Coos County, Oregon.

The true consideration for this conveyance is Two Hundred Ten Thousand And No/100 Dollars (\$210,000.00). Subject to:

- 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 2023-2024.
- 2. Regulations, levies, liens, assessments, rights of way and easements of Charleston Sanitary District,
- Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, 3. allevs and highways.
- Easements, conditions, restrictions and notes as delineated on the recorded plat.
- Order, including the terms and provisions thereof.

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Recording Date: February 1, 2022 Recording No.: 2022-01004

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.

Deed (Personal Representative's) Legal ORD1357.doc/Updated: 98.12.23

Page 1

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## PERSONAL REPRESENTATIVE'S DEED

(continued)

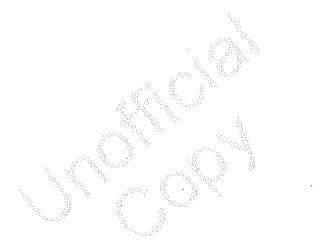
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The Estate of Shirley Hope Richards, who acquired title as Shirley H. Richards, deceased

State of Wegon
County of Coos

This instrument was acknowledged before me on Avo 7, 2023 by Leslie D. Richards, as Personal Representative for The Estate of Shirley Hope Richards, who acquired title as Shirley H. Richards, deceased.

OFFICIAL STAMP
CARLI GOODBURN
NOTARY PUBLIC OREGON
COMMISSION NO. 1024916
MY COMMISSION EXPIRES MAY 25, 2026

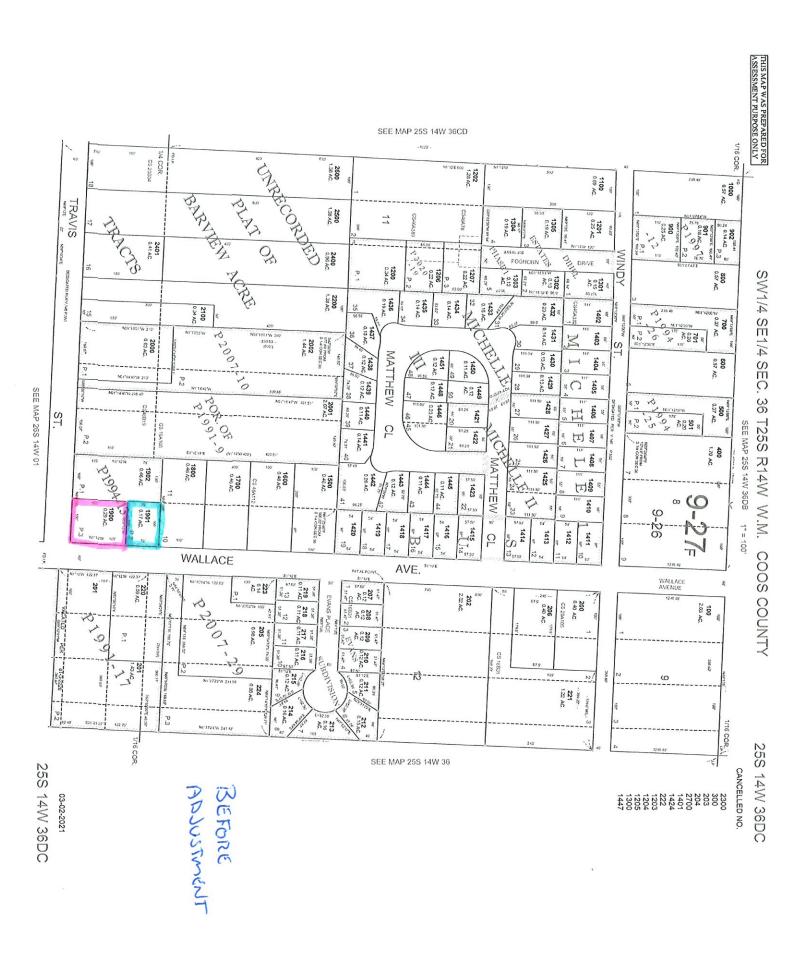


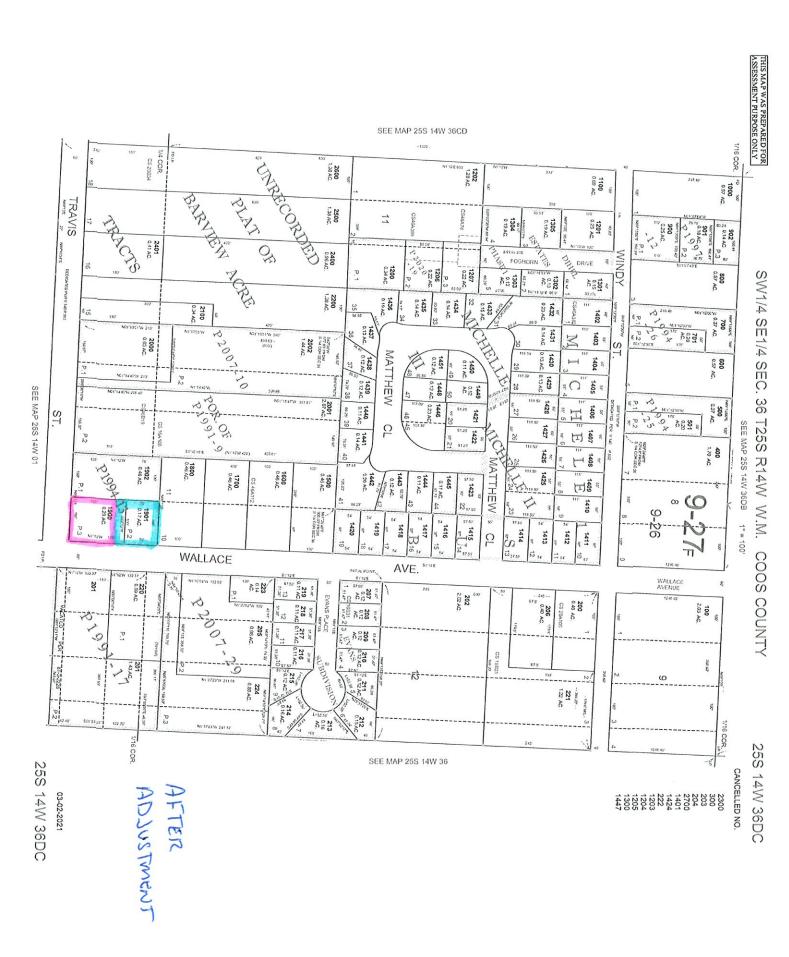
Deed (Personal Representative's) Legal ORD1357.doc/Updated: 06.12.23

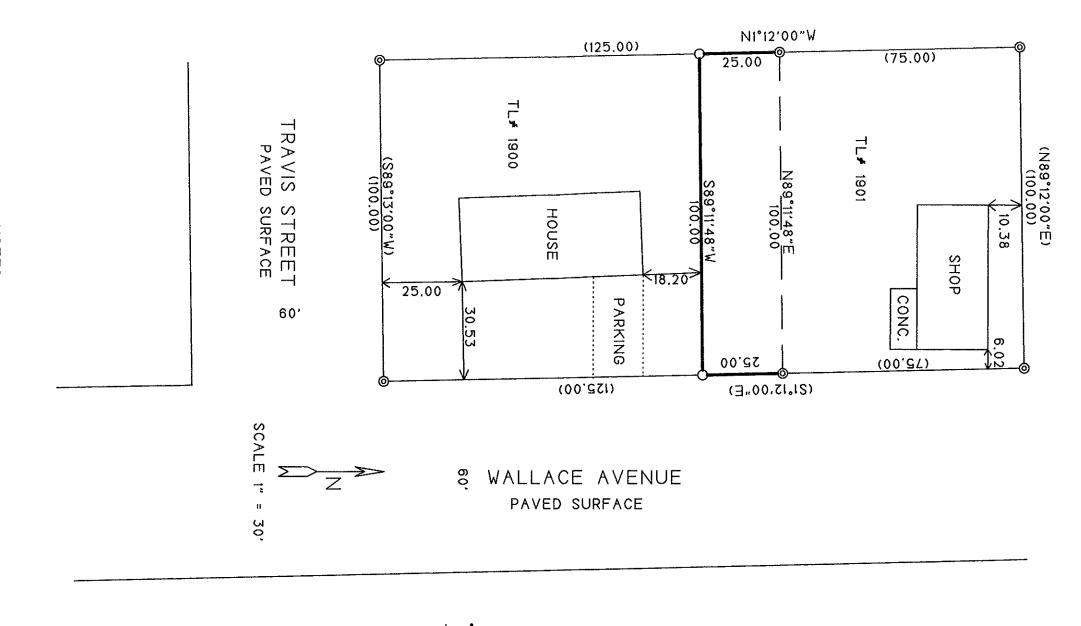
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क्षरोग्रहीलय स्टब्स स्थापना व्यवस्थित विकास स्थापना इ.स.स.च्या प्रदेश स्थापना स्थापना स्थापना स्थापना स्थापना	-	 ,	ा अस्तिकेत् के पान संस्थानकेत्री के नाम पार्वकारणम्म रोजनीत केत्र कर स्था कर विभाग कर विभाग के

Page 2







PREPARED FOR:

SUSAN E. TRUMM TRUST 133 50TH AVE. NW SALEM. OR 97304

PREPARED BY:

TROY RAMBO. LS 2865
MULKINS & RAMBO. LLC
P.O. BOX 809
NORTH BEND. OR 97459

LEGEND

RECORD BEARING/DISTANCE PER P 1994 #17 PROPOSED CORNER OLD LINE ADJUSTED LINE 5/8" REBAR PER P 1994 #17

NOTES:

SANITARY SEWER - CHARLESTON SANITARY DISTRICT LOCATED WITHIN THE STREET BOUNDARIES

POWER - PACIFIC CORP.

WATER -COOS BAY/NORTH BEND WATER BOARD



## PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

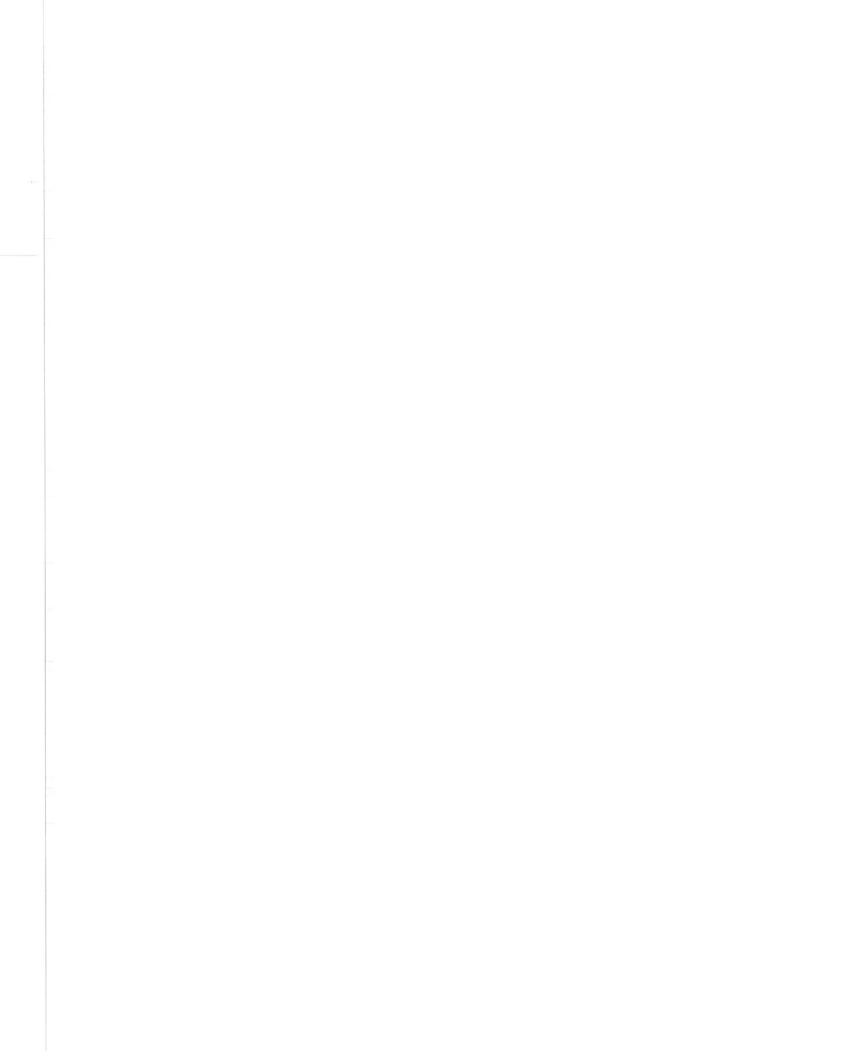
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Kathy Freeman

Preliminary Report Printed: 07.27.23 @ 02:07 PM OR—SPS1-23-360623042766





## 201 Central Avenue, Coos Bay, OR 97420-2206 (541)269-5127 FAX (866)626-5105

## PRELIMINARY REPORT

ESCROW OFFICER: Vicki Rossback

Vicki.Rossback@ticortitle.com

541-269-5127

TITLE OFFICER: Coos Bay Title

coosbaytitle@ticortitle.com

TO: Ticor Title Company of Oregon

201 Central Avenue

Coos Bay, OR 97420-2206

ESCROW LICENSE NO.: 850600240

OWNER/SELLER:

The Estate of Shirley Hope Richards, who acquired title as Shirley H. Richards,

deceased

BUYER/BORROWER: The Susan E. Trumm Trust

PROPERTY ADDRESS: 63680 Wallace Road, Coos Bay, OR 97420

EFFECTIVE DATE: July 20, 2023, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

**AMOUNT** 210,000.00 **PREMIUM** 

ALTA Owner's Policy 2006

\$ 725.00

ORDER NO.: 360623042766

Revision 2- Update Effective &

Buyer / Amend Notes

**Owner's Standard** 

OTIRO Endorsement No. 110

0.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

The Heirs and/or Devisees of Shirley Hope Richards, who acquired title as Shirley H. Richards, deceased

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF COOS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

Preliminary Report Printed: 07.27.23 @ 02:07 PM OR-SPS1-23-360623042766



Order No.: 360623042766 Revision 2- Update Effective & Buyer / Amend Notes

# EXHIBIT "A"

Legal Description

Parcels 2 and 3 of Final Partition Plat 1994 #13 Cab C-50, filed and recorded April 5, 1994, bearing Microfilm Reel No. 94-04-0162, Records of Coos County, Oregon.

Preliminary Report Printed: 07.27.23 @ 02:07 PM OR—SPS1-23-360823042766



Order No.: 360623042766

Revision 2- Update Effective & Buyer / Amend Notes

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

#### **GENERAL EXCEPTIONS:**

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
- 5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

#### SPECIFIC ITEMS AND EXCEPTIONS:

- 6. 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 2023-2024.
- 7. Unpaid Property Taxes are as follows:

Fiscal Year:

2022-2023

Amount: \$507.00, plus interest, if any (includes special assessments)

Levy Code:

0927

Account No.: 403205

Map No.:

25\$1436-DC-01901

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.

- 8. Regulations, levies, liens, assessments, rights of way and easements of Charleston Sanitary District.
- 9. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
- 10. Easements, conditions, restrictions and notes as delineated on the recorded plat.

Preliminary Report Printed: 07.27.23 @ 02:07 PM OR——SPS1-23-360623042766



Order No.: 360623042766 Revision 2- Update Effective & Buyer / Amend Notes

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

Amount:

\$55,850.00

Dated:

August 7, 2003

Trustor/Grantor:

Shirley H. Richards, an unmarried individual

Trustee:

Ticor Title Insurance, a Oregon Corporation

Beneficiary:

Washington Mutual Bank, a Washington corporation

August 13, 2003 Recording Date: 2003-12122 Recording No.:

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

Assignee:

JPMorgan Chase Bank, National Association

Recording Date:

November 19, 2012

Recording No.:

2012-9835

Order, including the terms and provisions thereof,

Recording Date:

February 1, 2022

Recording No.:

2022-01004

Due probate and administration of the estate shown below. Personal representative appointed in said estate has power to execute the forthcoming conveyance to a bona fide purchaser.

Estate of:

Shirley Hope Richards, deceased

Court: County: Circuit Coos

Probate No.:

22PB01114

Personal Representative:

Leslie D. Richards

Attorney for Estate:

Daniel M. Hinrichs

County Tax Warrant for the amount herein stated, plus interest and statutory charges: 14.

Warrant No.: Amount:

Debtor:

2023-73

\$537.05

Shirley H. Richards

SEE INST. # 2023-06072

RELEASED

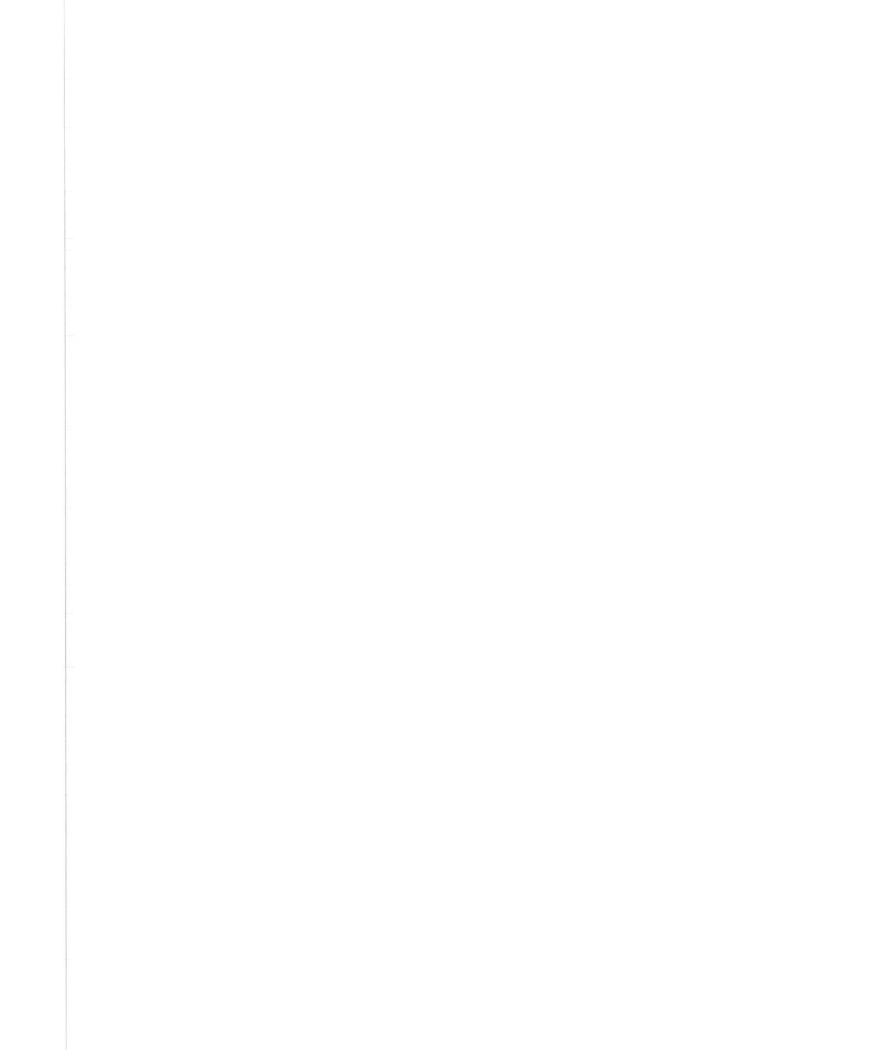
Recording Date: Recording No.:

June 19, 2023 2023-04025

## ADDITIONAL REQUIREMENTS/NOTES:

A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

Printed: 07.27.23 @ 02:08 PM OR---SPS1-23-360623042766 Preliminary Report



Order No.: 360623042766
Revision 2- Update Effective & Buyer / Amend Notes

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

Fiscal Year:

2022-2023

Amount:

\$1,899.93 (includes special assessments)

Levy Code:

0927

Account No.:

403201

Map No.:

25S1436-DC-01900

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.

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

Parties: The Susan E. Trumm Trust

D. If title is to be insured in the trustee(s) of a trust (or if their act is to be insured), this Company will require a copy of said Trust Agreement or a current Trust Certification pursuant to ORS Chapter 130,860.

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

- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- F. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- G. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- Recording charge (per document) for a transaction:

First Page: \$86.00 Each additional page: \$5.00

eFiling Fee per document:

\$5.00

NOTE: A multiple transaction document bears an additional \$5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.

Preliminary Report Printed: 07.27.23 @ 02:08 PM OR—SPS1-23-360623042766

#### **EXHIBIT ONE**

#### 2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by

- a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - the occupancy, use, or enjoyment of the Land;
  - il. the character, dimensions, or location of any Improvement on the Land; iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter
- created, suffered, assumed, or agreed to by the insured Claimant
- b. not Known to the Company, not recorded in the Public Records at the Date of Policy. but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under
- c. resulting in no loss or damage to the Insured Claimant;
- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.

  5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the
- transaction evidenced by the Insured Mortgage and Is based upon usury or Consumer Protection Law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the insured Mortgage is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
  - to the extend the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or for any reason not stated in the Covered Risk 13,b
- Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
- 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage In the Public Records, Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2 h or 11 h
- 9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public
- 2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an Inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, or daims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or
- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
  - 5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

#### 2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021) **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions or location of any improvement on the Land;
  - iii. the subdivision of land: or
  - ly. environmental remediation or protection:
- b. any governmental forfeiture, police, regulatory, or national security power
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or

- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6,
  2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
- a. created, suffered, assumed or agreed to by the Insured Claimant;
- b. not known to the Company, not recorded in the Public Records at the Date of Policy. but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- c, resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

  4. Any daim, by reason of the operation of federal bankruptcy, state insolvency or
- similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
- a, fraudulent conveyance or fraudulent transfer, or
- b. voidable transfer under the Uniform Voidable Transactions Act; or
- preferential transfer:
  - to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value: or
- for any other reason not stated in Covered Risk 9,b,
- 5. Any daim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land. The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above

Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing tiens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public
- 2. Facts, dobts, interests or daims which are not shown by the Public Records but which could be ascertained by an Inspection of the Land or by making inquiry of persons in
- 3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acis authorizing the issuance thereof, water rights, claims or title to water.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

  5. Any lien for services, labor or material heretofore or hereafter furnished, or for
- contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

Preliminary Report (Exhibit One)

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#### **EXHIBIT ONE**

#### 2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to

  - (i) the occupancy, use, or enjoyment of the Land;
    (ii) the character, dimensions or location of any improvement erected on the land; (iii) the subdivision of land; or
  - (iv) environmental protection

under Covered Risk 5.

- or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

  3. Defects, liens, encumbrances, edverse claims, or other matters
- (a) created, suffered, assumed or agreed to by the Insured Claimant,
- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the insured Mortgage because of the inability or failure
  of an insured to comply with the applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law,
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured
- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(h).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments. or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

#### 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
    (ii) the character, dimensions or location of any improvement erected on the land:

  - (iii) the subdivision of land; or
  - (lv) environmental protection;
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power, This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8
- 3. Defects, liens, encumbrances, adverse claims, or other matters (a) crealed, suffered, assumed or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy. but known to the Insured Claimant and not disclosed in writing to the Company by the insured Claimant prior to the date the insured Claimant became an insured under this policy:
- (c) resulting in no loss or damage to the insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the insured Claimant had paid value for the Title.
- Any dalim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that yests Title as

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

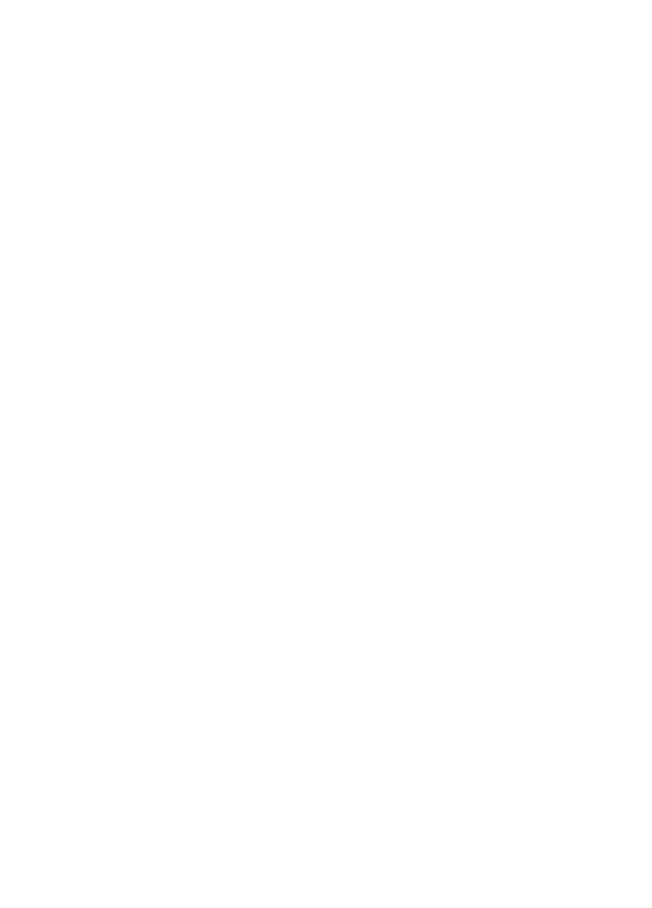
#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or tille to water
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land,
- 5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

Preliminary Report (Exhibit One)

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## **WIRE FRAUD ALERT**

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your
  passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same
  password for other online accounts.
- USE MULTI-FACTOR AUTHENTICATION for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center:

http://www.ic3.gov

Wire Fraud Alert
Original Effective Date: 5/11/2017
Current Version Date:

511110017

360623042766-VR - WIRE0016 (DSI Rev. 12/07/17)

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# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we" respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number)
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- · domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraudinvestigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

#### Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

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<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

#### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to
  protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

#### Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

## **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services of products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights please visit the "California Privacy" link on our website (<a href="https://fnf.com/pages/californiaprivacy.aspx">https://fnf.com/pages/californiaprivacy.aspx</a>) or cal (888) 413-1748.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

<u>For Virginia Residents</u>: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

## **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

## **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

## Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

## Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer

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Record and Return to: Lien Release JPMorgan Chase Bank, N.A. 700 Kansas Lane Mail Code LA4-3120 Monroe, LA 71203 Telephone Nbr: 1-866-756-8747 Loan No.: 0603416280 Coos County, Oregon

on 2023-05873 08/23/2023 11:56 AM

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Julie A. Brecke, Goos County Clerk

## SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

Pursuant to Ore. Rev. Stat. § 86.720.

The undersigned, beneficiary of a certain Deed of Trust dated August 7, 2003 made by SHIRLBY H RICHARDS, 1740 VILLAGE PINES PL, COOS BAY, OR 97420-2845, Trustor(s), to TICOR TITLE INSURANCE, A OREGON CORPORATION, Trustee for WASHINGTON MUTUAL BANK, Beneficiary, which Deed of Trust was recorded on August 13, 2003 in the Recorder's office, County of COOS, State of Oregon, in Official Records in Volume/Book NA at Page NA and/or as Document 2003-12122, as the undersigned Beneficiary hereby substitutes J. P. MORGAN CHASE CUSTODY SERVICES, INC., as Trustee in lieu of the Trustee therein.

Property address known as 63680 WALLACE RD, COOS BAY OR 97420.

J.P. MORGAN CHASE CUSTODY SERVICES, INC. hereby accepts said appointment as Trustee under the above Deed of Trust, and as Successor Trustee, and pursuant to the request of said Beneficiary and in accordance with the provisions of said Deed of Trust, does hereby reconvey without warranty, to the person(s) legally entitled thereto, all the estate now held by it under said Deed of Trust.

In witness whereof the undersigned JPMORGAN CHASE BANK, N.A., 1111 POLARIS PKWY, COLUMBUS, OH 43240, as Beneficiary, and J. P. MORGAN CHASE CUSTODY SERVICES, INC., 780 Kansas Lane, Monroe, LA 71203, as Successor Trustee, has caused this instrument to be executed this August 18, 2023, each in its respective interest.

JPMORGAN CHASE BANK, N.A.

RHONDA BIAS

Vice President - Document Execution

BAL SEAL SOLUTION

J. P. MORGAN CHASE CUSTODY SERVICES, INC., Substitute Trustee

Substitute 11thate

INGRID WHITTY

Vice President - Document Execution



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09/13/1760	;

## STATE OF LOUISIANA COUNTY/PARISH OF OUACHITA

On August 18, 2023, before me appeared RHONDA BIAS, to me personally known, who did say that s/he/they is (are) the Vice President - Document Execution of JPMORGAN CHASE BANK, N.A. and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

YOLANDA A DIAZ - 87401, Notary Public LIFETIME COMMISSION

STATE OF LOUISIANA COUNTY/PARISH OF OUACHITA Yolanda A. Diaz State of Louislana Lifetime Commission Votary Pubsio ID # 87401

On August 18, 2023, before me appeared INGRID WHITTY, to me personally known, who did say that s/he/they is (are) the Vice President - Document Execution of J. P. MORGAN CHASE CUSTODY SERVICES, INC. and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

YOLANDA A DIAZ - 87401, Notary Public LIFETIME COMMISSION

Yotanda A. Diaz State of Lousiana Lifetime Commission Notary Public ID # 87401

Loan Number: 0603416280 Outbound Date: 08/22/2023

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## PERSONAL PROPERTY TAX WARRANT

(This is a lien demand and not an arrest warrant)

State of Oregon, County of COOS

Warrant Number: 2023 - 73

Interest to: July 15, 2023

Date Issued: June 19, 2023

COOS BAY OR 97420-2845

Coos County, Oregon

2023-06072

RICHARDS, SHIRLEY H 1740 VILLAGE PINES PL

\$16.00

08/30/2023 11:17 AM

Julie A. Brecke, Coos County Clerk

The above named appears as owning or having possession or control of certain personal property on the accounts listed below. Taxes lawfully assessed, levied, and charged on said personal property have not been paid and are delinquent for the years and in the respective amounts specified.

This warrant is issued to enforce payment of these taxes pursuant to Oregon Revised Statute 311.610.

The description of the personal property as it appears in the latest tax roll, the year(s) for which taxes are delinquent, the principal amount for delinquent taxes for each year plus interest to the date of issuance of this warrant, and service charges, are as follows:

	Description of F	Personal Property Tax	Amount of	Amount D	ue
Code Area	Account Number	Kind of Property Year	Taxes	Interest	Total
900	122221	MANUFACTURED STRUCTURE 2022		27.83	475.05
		Total Amount of Taxes to be Recorded	Total Taxes and Inte	erest	475.05
,			Service Charges		62.00
			TOTAL Due		\$537.05

The amount due on this warrant is the sum of total taxes due, interest on all past due installments at the rate of 1.3333 percent per month until paid (ORS 311.505), and the service charges.

## SERVICE OF WARRANT

A duplicate of this warrant was served on the person named by:

Certified Mail

(ORS 311.620)

June 19, 2023

The cost of such service is \$ 62

# RELEASE OF LIEN

This warrant has been satisfied in full, and the lien is fully released.

**MEGAN SIMMS** 

Coos County, Oregon \$16.00

2023-04025

06/19/2023 03:40 PM

Julie A. Brecke, Coos County Clerk

-- AFTER RECORDING RETURN TO COUNTY TAX COLLECTOR--

250 NORTH BAXTER COQUILLE, OREGON 97423

(541) 396-7725