



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-23-03D

Date Received: 11/14/23 Receipt #: 243932 Received by: C. Carr

This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed. (If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) Pullen Family Limited Partnership

Mailing address: 14122 E. Lay Lane, Medimont, ID 83842

Phone: 541-404-8147 Email:

Township: Range: Section: 1/4 Section: 1/16 Section: Tax lot:
28S 14W 21 Select Select 2400

Tax Account Number(s): 969600 Zone: Select Zone Exclusive Farm Use (EFU)

Acreage Prior to Adjustment: 63.70 Acreage After the Adjustment 59.90

B. Land Owner(s) Reginald Pullen

Mailing address: 55966 Prosper Junction Road, Bandon, OR 97411

Phone: Email:

Township: Range: Section: 1/4 Section: 1/16 Section:
28S 14W 21 0 Select 2200

Tax Account Number(s) 99921228 Zone Exclusive Farm Use (EFU)

Acreage Prior to Adjustment: 7.11 Acreage After the Adjustment 10.91

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

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.
- d. Upon completion of the Property Line Adjustment Review the mapping and filing requirements of Section 6.3.157 shall be followed.


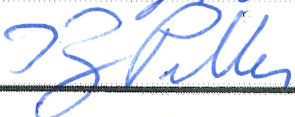
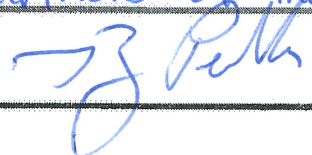
Criteria:

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:
 1. 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;

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.

Property Owner Signatures

	11-7-2023
	11-13-2023
Partners of the Pullen Family LTD Partnership	
	11/13-2023

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

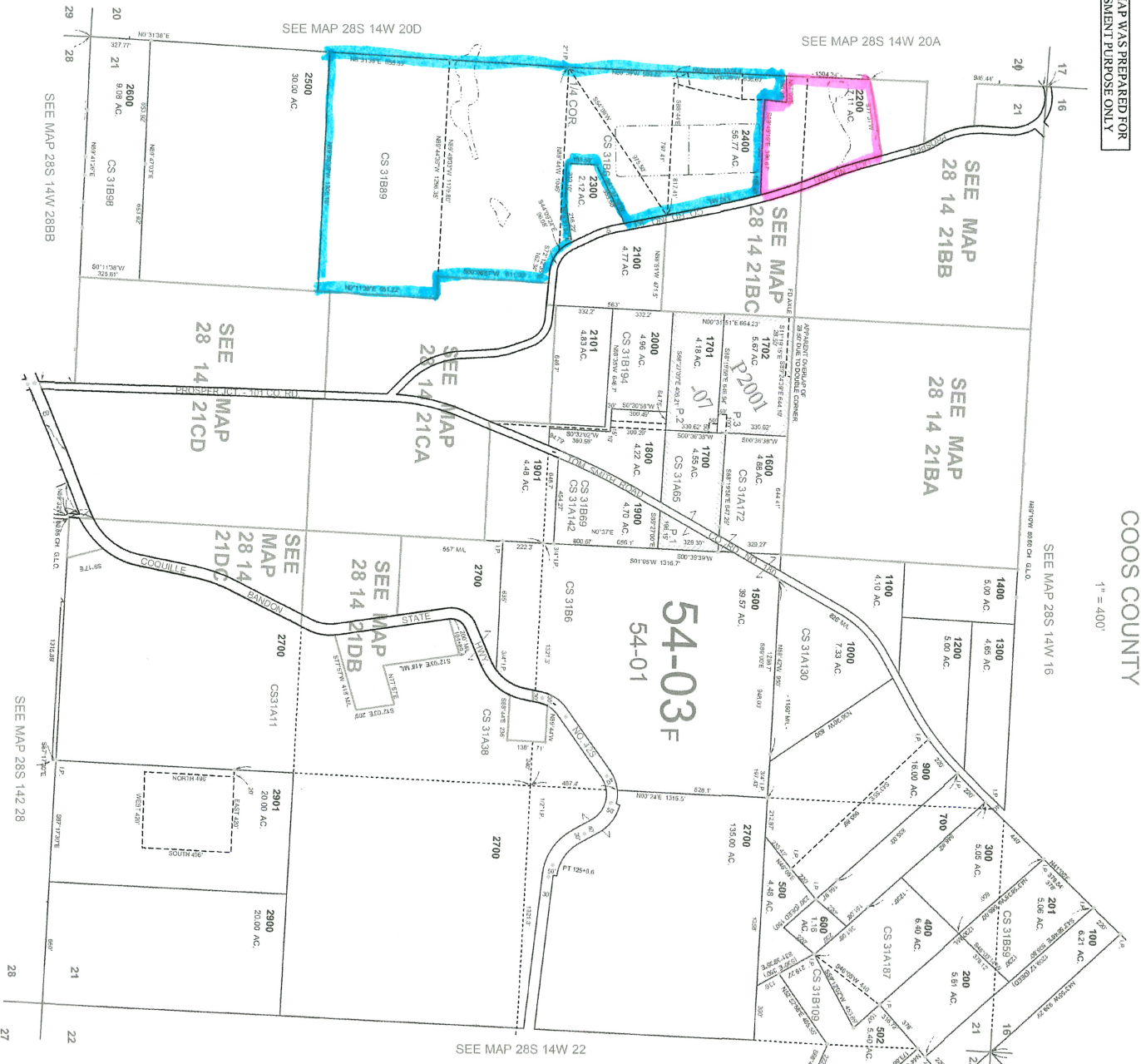
SECTION 21 T28S R14W W.M.
COOS COUNTY

1" = 400'

28S 14W 21
& INDEX

CANCELLED NO.

- 2800
- 800
- 501
- 503
- 2201
- 2002
- 1802
- 2301
- 2302



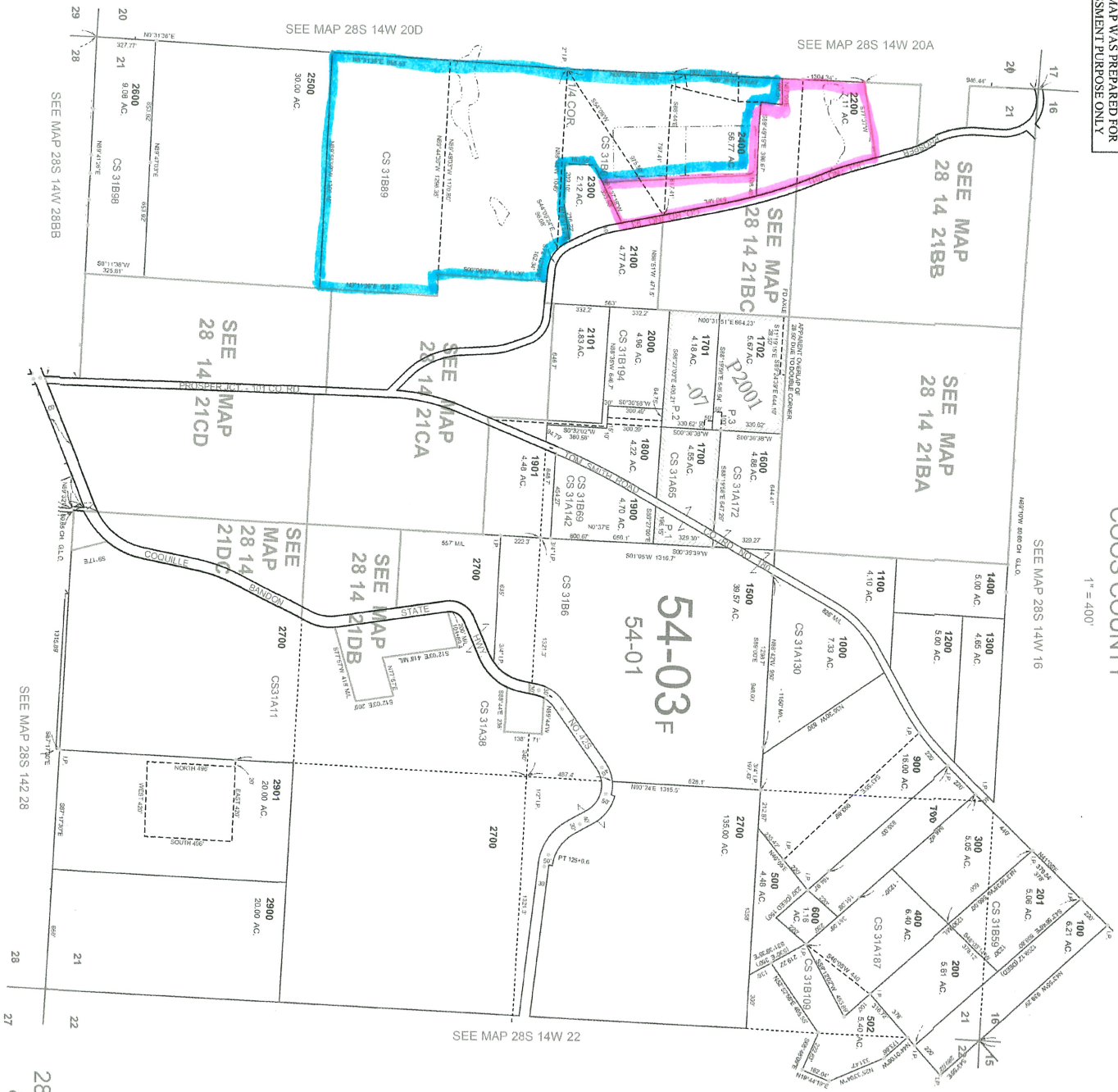
08-03-2022
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BEFORE ADJUSTMENT

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 21 T28S R14W W.M.
COOS COUNTY

1" = 400'



AFTER ADJUSTMENT

28S 14W 21
& INDEX

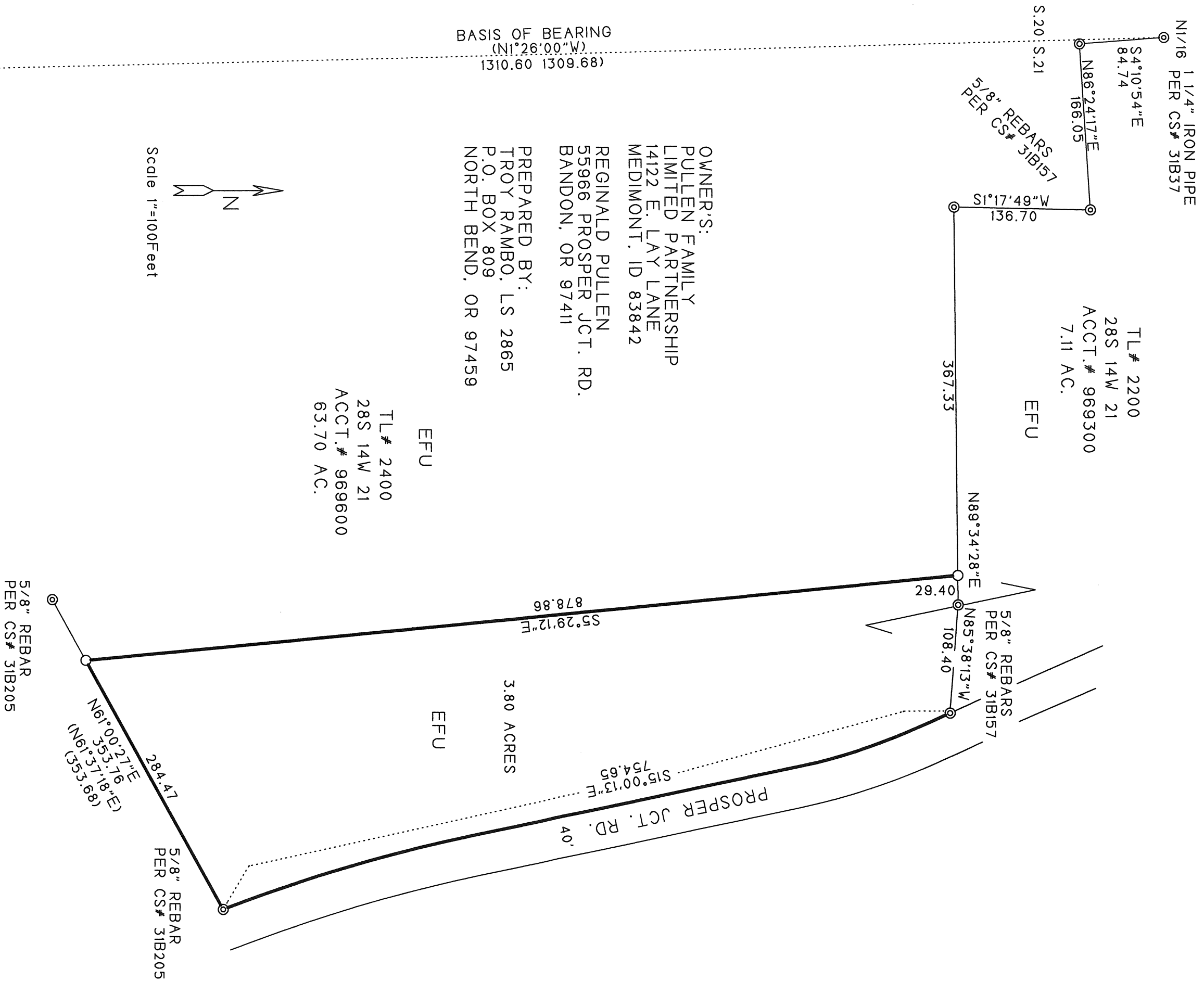
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PROPOSED PROPERTY LINE ADJUSTMENT
 LOCATED IN THE SW1/4 NW1/4 OF SEC. 21,
 T.28S., R.14W., W.M., COOS COUNTY, OREGON



N1/16 1 1/4" IRON PIPE
 PER CS# 31B37

S4°10'54"E
 84.74

TL# 2200
 28S 14W 21
 ACCT.# 969300
 7.11 AC.

EFU

S.20 S.21
 N86°24'17"E
 166.05
 5/8" REBARS
 PER CS# 31B157

S1°17'49"W
 136.70

367.33

N89°34'28"E

29.40

5/8" REBARS
 PER CS# 31B157

N85°38'13"W
 108.40

3.80 ACRES

EFU

OWNER'S:
 PULLEN FAMILY
 LIMITED PARTNERSHIP
 14122 E. LAY LANE
 MEDIMONT, ID 83842

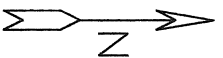
REGINALD PULLEN
 55966 PROSPER JCT. RD.
 BANDON, OR 97411

PREPARED BY:
 TROY RAMBO, LS 2865
 P.O. BOX 809
 NORTH BEND, OR 97459

TL# 2400
 28S 14W 21
 ACCT.# 969600
 63.70 AC.

EFU

BASIS OF BEARING
 (N1°26'00"W)
 1310.60 1309.68



Scale 1"=100Feet

5/8" REBAR
 PER CS# 31B205

N61°00'27"E
 353.18
 (N61°21'19")
 (E) 353.69

284.47

5/8" REBAR
 PER CS# 31B205

PROSPER JCT. RD. 40'

S15°00'13"E
 754.65

S5°29'12"E
 878.86

S.20 S.21



B.C.I.P.
 1/4
 BK. 21 PG. 125



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

STATUS OF RECORD TITLE

Troy Rambo
Mulkins & Rambo, LLC
PO Box 809
North Bend, OR 97459
Your Reference No.

October 26, 2023
Title Number: 610637AM
Title Officer: Chris Watson
Fee: \$200.00

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

A parcel of land in the West 1/2 of the NW 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at an iron rod located on the West line of said Section 21, said point being N00° 39'W, 1225.91 feet from the West 1/4 corner of said Section 21; thence N87° 00'E, 166.01 feet to an iron rod; thence S01° 53' 42"E, 136.60 feet to an iron rod; thence S89° 49' 19"E, 396.67 feet to an iron rod; thence S85° 06'E, 106.40 feet to an iron rod on the Westerly edge of Prosper Junction Road; thence Northwesterly along said Prosper Junction Road, 700 feet, more or less, to the southeast corner of a 20 feet wide strip of land as described in Coos County, Oregon Instrument 1999-5844; thence along said South line S77° 37'W, 411.11 feet to the West line of said Section 21; thence South 00° 39'E, 434 feet, more or less, to the point of beginning;

Vestee:

Reginald J. Pullen

and dated as of **October 12, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

1. Taxes assessed under Code No. 5403 Account No. 969300 Map No. 28-14W-21-02200 The 2023-2024 Taxes: \$3,307.66, plus interest, unpaid.
2. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said Land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
3. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land. If the Land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land use assessment.
4. Property tax records disclose a forest homesite designation.

5. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
6. The effects of a pond or creek as disclosed the Assessor Tax Map.
7. Bargain and Sale Deed, including the terms and provisions thereof,
Recorded: December 24, 1996
Instrument No.: 96-12-0812
8. Property Line Adjustment Deed, including the terms and provisions thereof,
Recorded: March 9, 2006
Instrument No.: 2006-3149
9. Bargain and Sale Deed, including the terms and provisions thereof,
Recorded: May 9, 2008
Instrument No.: 2008-4740
10. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$30,000.00
Trustor/Grantor: Reginald J. Pullen
Trustee: Ticor Title
Beneficiary: First Community Credit Union
Dated: August 20, 2016
Recorded: August 8, 2016
Instrument No.: 2016-006736

This Deed of Trust secures an equity line of credit and/or revolving loan. The Company requires satisfactory written statement from the existing lender confirming; (a) the payoff amount, (b) that the line of credit has been closed, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance, (d) satisfactory documentation from the borrower to close the account.

11. Judgment in the State Circuit Court, County of Coos, for the amount herein stated and any other amounts due.
Creditor: State of Oregon
Debtor: Reginald J. Pullen
Amount: \$6,088.78
Case No.: 00CR0580
Entered: December 12, 2000
12. Rights of parties in possession.
13. Unrecorded leases, if any.

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

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering growing crops or fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering

timber on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.

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

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

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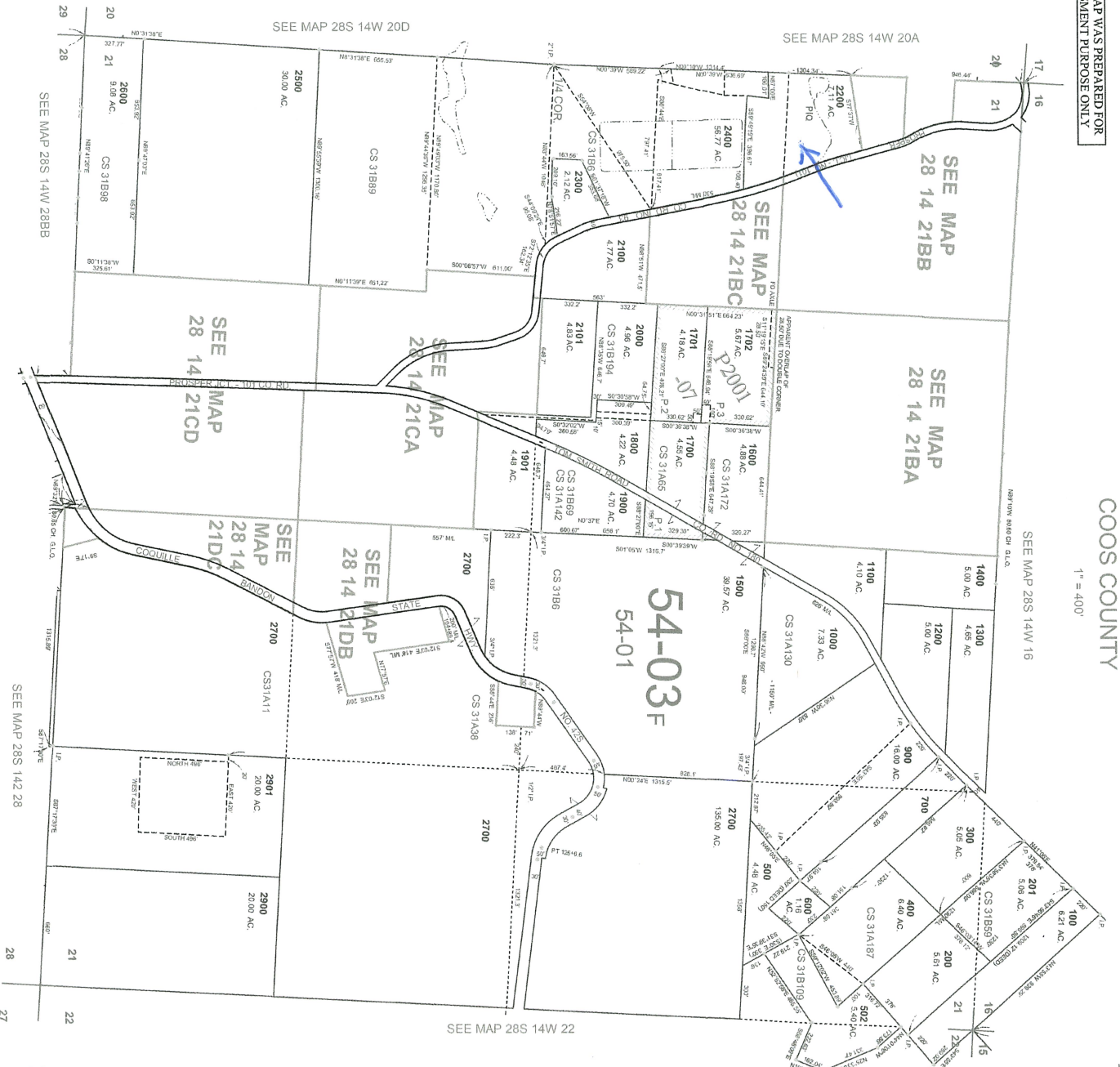
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08-03-2022
28S 14W 21
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AFTER RECORDING, RETURN TO:

First Community Credit Union
150 Johnson Ave
Coos Bay, OR 97420

Parcel ID: 969300

REFERENCE #:

COOS COUNTY, OREGON **2016-006736**
\$76.00 08/08/2016 10:30:03 AM
Terri L.Turi, Coos County Clerk Pgs=7

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



THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. DEFAULT ON PAYMENTS MAY RESULT IN THE LOSS OF YOUR HOME.

THIS DEED OF TRUST is given on: 3 August, 2016

By: Reginald J. Pullen, an estate in fee simple

hereinafter referred to as ("Borrower" or "Grantor"), to the Trustee, Ticor Title ("Trustee"), whose address is 300 W Anderson, Coos Bay, OR 97420, for the benefit of First Community Credit Union as beneficiary, a corporation organized and existing under the laws of the United States, whose address is 200 N. Adams Street, Coquille, OR 97423 ("Lender" or "Grantee").

Borrower does hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property (or the leasehold estate if this Deed of Trust is on a leasehold) located in the County of Coos State of Oregon:

Legal Description: See Attached Exhibit A

Assessor's Property Tax Parcel or Account No.: 969300

which has the street address of 55966 PROSPER JUNCTION RD, BANDON, OR 97411; together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Borrower's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Deed of Trust as the "Property." Lender has agreed to make advances to Borrower under the terms of the Plan, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance (excluding finance charges, fees, taxes, and other additional amounts) owing at any one time under the Plan shall not exceed Thirty Thousand and 00/100 (\$30,000.00) ("Maximum Principal

Balance" or "Credit Limit"). This deed of trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Lender's obligation to advance funds to Borrower. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding a zero balance. On the Maturity Date, or Final Payment Date, 40 years from the date of this Deed of Trust, the entire Debt under the Plan, if not paid earlier, is due and payable.

Tax statements shall be sent to: 55966 PROSPER JCT RD, BANDON, OR 97411

This Deed of Trust is given to secure to Lender the following:

1. The repayment of all indebtedness, including principal, finance charges at a rate which may vary from time to time, taxes, special assessments, insurance, late fees, and any other charges and collection costs due and to become due ("Debt") under the terms and conditions of the Home Equity Open-end Credit Plan, Truth in Lending Disclosure Statement and Credit Agreement made by Borrower and dated the same day as this Deed of Trust, including any and all modifications, amendments, extensions and renewals thereof ("Plan").
2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Plan;
3. The performance of Borrower's covenants and agreements under this Deed of Trust and under the Plan.

Complete if Applicable:

The Property is part of a condominium project known as _____.
The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
The Property is in a Planned Unit Development known as _____.

DEED OF TRUST (continued)

A. REPRESENTATIONS

Borrower hereby represents to Lender as follows:

1. **Validity of Security Documents.** (a) The execution, delivery and performance by Borrower of the Agreement, this Deed of Trust and all other documents and instruments now or hereafter, furnished to Borrower to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any deed of trust, indenture, trust agreement or other instrument to which Borrower is a party or by which Borrower or any of Borrower's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such deed of trust, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's property or assets, except as contemplated by the provisions of the Security Documents; and

(b) The Security Documents, as and when executed and delivered by Borrower, constitute the legal, valid and binding obligations of Borrower in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

2. **Other Information.** All other information, reports, papers and data given to Lender, or to Lender's legal counsel, with respect to Borrower, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

3. **Title.** Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed of Trust. Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Deed of Trust.

4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Borrower, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.

5. **Environmental Indemnity.** Borrower shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

B. ADDITIONAL COVENANTS

Until the entire Debt shall have been paid in full, Borrower covenants and agrees as follows:

6. **Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Deed of Trust, and the Security Documents.

7. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to be paid and maintained for said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 24 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

8. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Plan and paragraphs 6 and 7 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 7 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Plan.

DEED OF TRUST (continued)

9. **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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over 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 a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

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 Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

10. **Repair.** Borrower shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Borrower agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Borrower agrees not to alter or remove any structure or fixture in the Property without Lender's prior written consent. Borrower shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property. 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 of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

11. **Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Property, Borrower shall give notice thereof to Lender and Borrower shall promptly at Borrower's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

12. **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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, with finance charges thereon, at the rate provided in the Plan, 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. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this Paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

13. **Leaseholds; Assignment of Rents.** If this Deed of Trust is on a leasehold, Borrower shall comply with all provisions of any lease. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration 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 attorneys' 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.

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter 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.

15. **Compliance with Laws.** Borrower shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

16. **Performance of Other Agreements.** Borrower shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

17. **Inspection.** Borrower shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

18. **Hold Harmless.** Borrower shall, at Borrower's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Borrower, except as may be the direct result of Lender's negligence. Borrower

DEED OF TRUST (continued)

shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

19. **Expenses.** Borrower shall pay or reimburse Lender for all reasonable costs and expenses paid or incurred by Lender in any action, proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Borrower, or the Property, including, without limitation, to the foreclosure or other enforcement of this Deed of Trust, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Borrower shall be treated as Advances in accordance with Paragraph 20 thereof.

20. **Advances.** In the event Borrower fails to perform any act required of Borrower by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Lender may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Lender, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Deed of Trust and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Deed of Trust as though originally a part of the principal amount of the Debt.

21. **Use Violations.** Borrower shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

22. **Taxes; Liens.** Borrower shall pay all taxes, assessments, charges, fines, leasehold payments or ground rents, and impositions attributable to the Property. To the extent these are escrow items, they shall be paid in accordance with the "Funds for axes and Insurance" paragraph. Borrower shall not, without the prior written consent of Lender, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Borrower fails to promptly discharge any such Liens, Lender may, but shall not be obligated to, do so and any amounts paid or incurred by Lender (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 20 hereof.

23. **Transfer of the Property.** Borrower shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior notice and the prior written consent of Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Deed of Trust.

If Lender exercises Lender's option to require immediate payment in full, 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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Plan and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Plan.

24. **Default; Termination and Acceleration; Remedies.** If Borrower breaches any covenant or agreement in this Deed of Trust or the Plan, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give notice as provided in the Notice paragraph contained herein and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date, not less than thirty days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of default 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; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Deed of Trust to be immediately due and payable, 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 paragraph, 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. 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 attorney's fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person(s) legally entitled to it.

25. **Borrower's Rights to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of 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 any power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) cures all other events of default under this Deed of Trust and the Credit Agreement; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not

DEED OF TRUST (continued)

limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the 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 paragraph 24.

26. **Condemnation.** In the event of any condemnation or other taking of any part or all of the Property, or for conveyance in lieu of condemnation, all awards or other compensation for such taking shall be paid to Lender for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any event of default or extending the time for making any payment due hereunder or under the Agreement.

27. **Prior Deed of Trust.** If this Deed of Trust is subject to a prior deed of trust, the lien of which is superior to the lien of this Deed of Trust, Borrower agrees to pay each installment of the debt secured by the prior deed of trust when it is due, whether by acceleration or otherwise. Borrower also agrees to pay and perform all other obligations of the Lender under the prior deed of trust. Borrower agrees to provide Lender with proof of payment or performance under the prior deed of trust whenever Lender requests it. If Borrower fails to pay any installment of principal or interest when it is due or if Borrower fails to pay or perform any other obligation under the prior deed of trust; Lender has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Borrower's behalf. Any amounts Lender spends in performing Borrower's obligations will become part of the Debt, payable by Borrower on Lender's demand, and will bear interest at the same rate as the Debt bears from time to time. Lender may rely upon any written notice of default under the prior deed of trust that Lender receives from the holder of the prior deed of trust even though Borrower questions or denies the existence, extent, or nature of the default. Borrower shall not renew, extend or modify the prior deed of trust, and shall not increase the debt secured by the prior deed of trust, without Lender's prior written consent.

28. **Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Plan, and shall continue in full force and effect until the Debt shall have been paid in full.

29. **Further Assurances.** Borrower shall, upon the reasonable request of Lender, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

30. **Recording and Filing.** Borrower shall cooperate with Lender to cause those Security Documents for which constructive notice must be given to protect Lender (and all supplements thereto) to be at all times recorded and filed, and re-recorded and re-filed, in such manner and in such places as Lender shall reasonably request, and Borrower shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State in which the recording or filing takes place.

31. **Loan Expenses.** Borrower shall pay all applicable costs, expenses and fees set forth in the Agreement.

32. **No Representation by Lender.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender, pursuant to this Deed of Trust, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Lender shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.

33. **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 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. 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.

34. **Incorporation of Agreement.** Each and every term, covenant and provision contained in the Plan is, by this reference, incorporated into this Deed of Trust as if fully set forth herein.

35. **Waiver of Homestead.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

36. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed to each party's address as listed on page 1, or at such other address as may be designated by notice as provided herein.

37. **Covenants Running With the Land.** All covenants contained in this Deed of Trust shall run with the Land.

38. **Successors and Assigns.** All of the terms of this Deed of Trust shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Borrower and Lender, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Deed of Trust.

39. **Multiple Borrower.** Borrower's covenants and agreements hereunder shall be joint, several and primary. Any Borrower who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to deed of trust, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Agreement without that Borrower's consent.

40. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Plan conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Plan which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Plan are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

DEED OF TRUST (continued)

- 41. **Modification.** This Deed of Trust may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.
- 42. **Reconveyance.** This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Plan. When according to the terms of the Plan, no more advances will be made, and Borrower has paid all sums secured by this Deed of Trust (or earlier if required by applicable law), Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debt secured hereunder. Trustee shall reconvey the Property without warranty to the person(s) legally entitled to it. To the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and discharge and require Borrower to pay costs of recordation, if any.
- 43. **Strict Performance.** Any failure by Lender to insist upon strict performance by Borrower of any of the terms and provisions of this Deed of Trust or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or any of the Security Documents, and Lender shall have the right thereafter to insist upon strict performance by Borrower of any and all of them.
- 44. **Substitute Trustee.** Lender, at its 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 Trustee herein and by applicable law.
- 45. **Borrower's Copy.** Borrower shall be furnished a copy of the Plan and of this Deed of Trust at the time of execution or after recordation hereof.
- 46. **Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.
- 47. **Riders.** If one or more riders are attached to and made a part of this Deed of Trust, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust.
- 48. **Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.
- 49. **Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.
- 50. **Attorney's Fees.** As used in this Deed of Trust and the Plan, attorney's fees shall include those awarded by an appellate court.

(REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST)

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

SIGNATURES AND ACKNOWLEDGEMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

X Reginald J Pullen (Seal) X _____ (Seal)
 REGINALD J PULLEN

X _____ (Seal) X _____ (Seal)

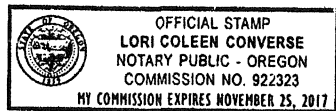
Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

X _____ X _____

STATE OF Oregon, Coos County ss:

On this 3rd day of August, 2016, before me personally appeared, Reginald J Pullen

and acknowledged the foregoing to be his/her free act and deed.



[Signature]
Notary Public
My Commission Expires: 11/25/2017

REQUEST FOR FULL RECONVEYANCE (TO BE USED ONLY WHEN LOAN HAS BEEN FULLY PAID)

TO TRUSTEE:

The undersigned is the holder of the Plan secured by this Deed of Trust. Said Plan, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said Plan and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

EXHIBIT "A"
Legal Description

Beginning at a one inch iron post on the Section line between Sections 20 and 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which post is 746.44 feet (more or less) South of the Section corner common to Sections 16, 17, 20 and 21 of said Township and Range and is also the Southwest corner of that property conveyed in deed recorded June 1, 1943 in Book 146, Page 314, Deed Records of Coos County, Oregon; thence South along the Section line 1304.34 feet, more or less, to the Northwest corner of property conveyed in deed recorded December 8, 1964 in Book 314, Page 91, Deed Records of Coos County, Oregon; thence South 88° 44' East 817.41 feet to a point in the center of the County Road; thence Northerly along said road to a point which is North 77° 37' East of the point of beginning; thence South 77° 37' West and at 17 links passing through a 1" pipe post and continue the same course a total distance of 6.69 chains to the point of beginning.

EXCEPTING THEREFROM that portion as conveyed in deed recorded December 23, 1921 in Book 86, Page 223, Deed Records of Coos County, Oregon.

ALSO EXCEPTING THEREFROM that portion as conveyed in Property Line Adjustment Deed recorded March 9, 2006 in Microfilm Reel Number 2006-3149, Records of Coos County, Oregon.

After recording return to:
Robert S. Miller III, Attorney at Law
1010 First Street S.E., Suite 210
Bandon, Oregon 97411

Send tax statements to:
Reginald J. Pullen
55966 Prosper Junction Road
Bandon, Oregon 97411

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

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

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

Grantor: The Pullen Family Partnership, William J. Pullen and Rose J. Pullen, Co-Trustees
Grantee: Reginald J. Pullen
Property: A parcel of land in the West 1/2 of the NW 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at an iron rod located on the West line of said Section 21, said point being N00° 39'W, 1225.91 feet from the West 1/4 corner of said Section 21; thence N87° 00'E, 166.01 feet to an iron rod; thence S01° 53' 42"E, 136.60 feet to an iron rod; thence S89° 49' 19"E, 396.67 feet to an iron rod; thence S85° 06'E, 106.40 feet to an iron rod on the Westerly edge of Prosper Junction Road; thence Northwesterly along said Prosper Junction Road, 700 feet, more or less, to the southeast corner of a 20 feet wide strip of land as described in Coos County, Oregon Instrument 1999-5844; thence along said South line S77° 37'W, 411.11 feet to the West line of said Section 21; thence South 00° 39'E, 434 feet, more or less, to the point of beginning; containing 7 acres, more or less.

Consideration: None (Estate Planning)

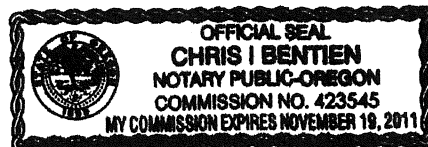
Grantor hereby conveys Property to Grantee for Consideration. ORS 93.040(2) Statutory Disclaimer. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

William J. Pullen by
Rose J. Pullen, Attorney-in-Fact
Signature of William J. Pullen by Rose J. Pullen, Agent and Attorney-in-Fact for William J. Pullen
Rose J. Pullen
Signature of Rose J. Pullen

State of OREGON)
County of COOS)
_____)
ss.

On this date: MAY 5, 2008, William J. Pullen by Rose J. Pullen, Agent and Attorney-in-Fact for William J. Pullen, and Rose J. Pullen, individually and not for the other, in their individual capacities as Co-Trustees of The Pullen Family Partnership, acknowledged this Statutory Bargain and Sale Deed before me.

Chris I. Bentien
Signature of Oregon Notary Public



COOS COUNTY CLERK, OREGON TOTAL \$26.00
TERRI L. TURI, CCC, COUNTY CLERK

05/09/2008 #2008-4740
01:33PM 1 OF 1

After Recording Return and
Send all Tax Statements to:
Pullen Family Ltd. Partnership
Pullen, William J., Et Al. Trustee
55880 Prosper Jct. Road
Bandon, Oregon 97411

PROPERTY LINE ADJUSTMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that The Pullen Family Limited Partnership, by and through its General Partners, William J. Pullen and Rose J. Pullen, Co-Trustees, Grantors, hereby conveys to The Pullen Family Limited Partnership, William J. Pullen and Rose J. Pullen, Co-Trustees, Grantees, the following described real property in Coos County, Oregon, free of all encumbrances except as specifically set forth herein:

A parcel of land located in the West 1/2 of the N.W. 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at a point on the West line of said Section 21, which is located N00°39'W, 589.22 feet from the 1/4 corner between said Section 21 and Section 20, Twp.28 S., Rge. 14 WWM, thence N00°39'W, 636.69 feet to an iron rod; thence N87°00'E, 166.01 to an iron rod; thence S01°53'42"E, 136.60 feet to an iron rod; thence S89°49'19"E, 396.67 feet to an iron rod; thence S85°06'E, 108.40 feet to the Westerly edge of Prosper Junction Road; thence Southeasterly along said Prosper Junction Road, 530 feet, more or less, to the a point located S89°44'E from the point of beginning; thence N88°44'W, 797.41 feet, more or less to the point of beginning; containing 8.96 acres, more or less.

The true and actual consideration for this conveyance is \$0.00 dollars.

Coos County real property tax account No. 9693.00 ,Tax Lot 2200, 28-14-21 is the property conveying.
Tax account No. 9685.00 Tax Lot 2300, 28-14-21 is the property receiving.

This is a property line adjustment deed. In compliance with O.R.S. 92.190 (4) the following information is furnished:

1. The names of the parties to this deed are:
The Pullen Family Partnership, William J. Pullen and Rose J. Pullen, Co-Trustees, Grantors and Grantees

2. The description of the adjusted line is as follows:
Beginning at a point located on the West line of Section 21, Twp.28S., Rge.14 WWM, said point being N00°39'W, 1225.91 feet from the 1/4 corner common to Sec. 20 and 21, Twp.28S., R.14 WWM; thence N87°00'E, 166.01 feet; thence S01°52'42"E, 136.60 feet, thence S89°49'19"E, 396.07 feet; thence S85°06'E, 108.40 feet to the west edge of Prosper Junction Road.
3. The deed whereby Grantors acquired title to the property to be conveyed is recorded as deed reference no. 96-12-0812, Coos County Deed Records.

The deed whereby Grantees acquired title to which said conveyed property is to be joined is recorded in deed reference 96-08-0812, Coos County Deed Records.
4. This property line adjustment requires a property survey of the adjusted parcel and is recorded in the Coos County Surveyor's Office as C.S.31-B-157.

This instrument will 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 approved uses.

Pullen Family Limited Partnership

Grantors: William J. Pullen Pullen, Co-Trustee
Rose J. Pullen Rose J. Pullen, Co-Trustee

State of Oregon)
County of Coos) ss.

Personally appeared the above named William J. Pullen and Rose J. Pullen and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Diane Santana
Notary Public for Oregon
Sam Parker My commission expires Feb. 2, 2008.

I, [Signature], attest that the above signature is that of William J. Pullen



Pullen Family Limited Partnership

Grantees: William J. Pullen William J. Pullen, Co-Trustee
Rose J. Pullen Rose J. Pullen, Co-Trustee

State of OREGON)
County of COOS) ss.



Personally appeared the above named William J. Pullen and Rose J. Pullen and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Diane Santana

Notary public for OREGON
My commission expires Feb 2, 2008

I, Sam Parker, attest that the above signature is that of William J. Pullen

Grantors: Name and Address:
Pullen Family Limited Partnership
William J. Pullen and Rose J. Pullen, Co-Trustees
55880 Prosper Jct. Rd.
Bandon, Oregon 97411

Grantees: Name and Address:
Pullen Family Limited Partnership
William J. Pullen and Rose J. Pullen, Co-Trustees
55880 Prosper Jct. Rd.
Bandon, Oregon 97411

Send All Tax Statements to: Pullen Family LTD Partnership
William J. Pullen, Et. Al.
55880 Prosper Jct. Rd.
Bandon, Oregon 97411

96 12 0812

BARGAIN AND SALE DEED

Grantor: WILLIAM J. PULLEN and ROSE J. PULLEN, CO-TRUSTEES
OF THE WILLIAM J. PULLEN REVOCABLE TRUST
Route 2, Box 260 - Bandon, Oregon 97411

ROSE J. PULLEN and WILLIAM J. PULLEN, CO-TRUSTEES
OF THE ROSE J. PULLEN REVOCABLE TRUST
Route 2, Box 260 - Bandon, Oregon 97411

Grantee: THE PULLEN FAMILY LIMITED PARTNERSHIP
by and through its General Partners:

William J. Pullen and Rose J. Pullen, Co-Trustees
of The William J. Pullen Revocable Trust
Route 2, Box 260 - Bandon, Oregon 97411

Rose J. Pullen and William J. Pullen, Co-Trustees
of The Rose J. Pullen Revocable Trust
Route 2, Box 260 - Bandon, Oregon 97411

Taxes : ROSE J. PULLEN and WILLIAM J. PULLEN, CO-TRUSTEES
Route 2, Box 260 - Bandon, Oregon 97411

Return : RICHARD L. LARSON
JOHNSON, CLIFTON, LARSON & CORSON, P.C.
1050 Citizens Building
975 Oak Street - Eugene, Oregon 97401-3124

Consideration: A contribution to Partnership.

KNOW ALL PERSONS BY THESE PRESENTS, That WILLIAM J. PULLEN and
ROSE J. PULLEN, CO-TRUSTEES of The WILLIAM J. PULLEN REVOCABLE
TRUST dated June 21, 1991, and as CO-TRUSTEES of The ROSE J. PULLEN
REVOCABLE TRUST dated June 21, 1991, hereinafter called Grantor,
for the consideration hereinafter stated, does hereby grant,
bargain, sell and convey unto THE PULLEN FAMILY LIMITED PARTNERSHIP
by and through its General Partners, William J. Pullen and Rose J.
Pullen, Co-Trustees of The William J. Pullen Revocable Trust and of
The Rose J. Pullen Revocable Trust, hereinafter called Grantee, and
unto Grantee's successors and assigns, that certain real property
with the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining, situated in the County of
Coos, State of Oregon, described as follows, to wit:

See Attached Exhibit 4 RECORDING# 96120812

///

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



BARGAIN AND SALE DEED - Page 1 of 2

10:48 AM ON 12/24/1996
J. WILSON Deputy

#pages 6 Fee \$ 58.00

1936

96 12 0812

To Have and to Hold the same unto the said Grantee and Grantee's successors and assigns forever.

The true consideration consists of paid for this transfer, stated in terms of dollars, is: Contribution to Partnership.

THIS INSTRUMENT WILL 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 APPROVED USES.

In Witness whereof, the Grantor has executed this instrument this 18 day of December, 1996.


WILLIAM J. PULLEN, TRUSTEE


ROSE J. PULLEN, TRUSTEE

STATE OF OREGON)
) ss.
County of Coos)

On December 18, 1996 before me, the undersigned, a Notary Public in and for the state of Oregon, personally appeared WILLIAM J. PULLEN and ROSE J. PULLEN, who are personally known to me or have proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument and acknowledged the foregoing to be their voluntary act and deed.

WITNESS my hand and official seal.

Signature: 
My Commission Expires: 6/5/2000



1937

Parcel 1:

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; more particularly described as:

Beginning 30 rods North of the Northeast corner of the Southeast 1/4 of Section 20, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; running thence North 49 1/2 rods; thence West 78 1/2 rods; thence South 49 1/2 rods; thence East 78 1/2 rods to the place of beginning.

Parcel 2:

The South 1/2 of the Northwest quarter of the Southwest 1/4 of Section 21, Township 28 South, Range 14, West of the Willamette Meridian, Coos County, Oregon. EXCEPTING all oil and minerals as reserved in Deed recorded July 27, 1939 in Book 134, Page 282, Deed Records of Coos County, Oregon.

Subject to: Lack of right of access to and from said land. The within described property does not appear of record to have access to public street or way.

Parcel 3:

Beginning at an one inch iron post on the Section line between Sections 20 and 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which post is 746.44 feet South of the Section corner common to Sections 16, 17, 20 and 21 said Township and Range and is also the Southwest corner of that property conveyed to A.J. Morey and Hazel Morey in deed recorded in Book 146, Page 314, Deed Records of Coos County, Oregon; thence South along the Section line 1304.34 feet, more or less, to the Northwest corner of the property conveyed to William J. Pullan, Jr. et ux in Book 314, Page 91, Deed Records of Coos County, Oregon; thence South 88° 44' East 817.41 feet to a point in the center of the County Road; thence Northerly along said road to a point which is North 77° 37' East of the point of beginning; thence South 77° 37' West and at 17 links passing through a 1" pipe post and continue the same course a total distance of 6.69 chains to the point of beginning.

1938

Parcel 4:

Property described in volume 86, Page 223, Deed Records of Coos County, Oregon and more particularly described as follows:

Beginning at a point on the section line between Sections 20 and 21, 40 rods South of the section corner common to said Sections 20 and 21, also Sections 16 and 17 in Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; running thence East one rod; thence South 40 rods, more or less to the South line of the Northeast 1/4 of the Northeast 1/4; thence West 20 rods; more or less to the most Eastern boundary of Wald property as described in Deed Book 201, Page 439, Records of Coos County, Oregon; thence North 40 rods; thence East 19 rods to the place of beginning. Being in Section 20, Township 28 South, Range 14 West of the Willamette Meridian. Less the North 289.74 feet of the East 16.5 feet of the above description which was deeded out in Deed Book 280, Page 750, Records of Coos County, Oregon.

Parcel 5:

Beginning at a point one-half mile South of Section Corner between Sections 16, 17, 20 and 21, in Township 28 South of Range 14 West of the Willamette Meridian in Coos County, Oregon; running thence West 40 rods; thence North 30 rods; thence East 40 rods; thence South 30 rods to the place of beginning, containing 7 1/2 acres of land, more or less.

Parcel 6:

All that portion of the following described property lying West of that certain county road know as Prosper Road, to-wit:

The Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, and the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4, all in Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

1937

Parcel 7:

North 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 28 South, Range 14 West; South 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon. Tax Lots 7, 16, 17.

Parcel 8:

Beginning at a point 30 feet East of the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 28 South, Range 14 West of the Willamette Meridian; thence North 160.33 feet; thence East 150 feet; thence South 160.33 feet; thence West 150 feet to the point of beginning, Coos County, Oregon.

EXCEPT that portion heretofore conveyed to State for Highway purposes.

Parcel 9:

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 28, South of Range 14, West of the Willamette Meridian in Coos County, Oregon, particularly described as follows:

Beginning at the Southwest corner of the said Southwest 1/4 of the Northwest 1/4; thence along the South boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 21 South 88° 44' East 1046.0 feet; thence along the West boundary of the County Road on the following courses: North 52° 48' West 80.0 feet, North 21° 38' West 410.0 feet, North 13° 51' West 170.0 feet; thence South 54° 08' West 975.5 feet to the place of beginning, containing 6.669 acres.

Parcel 10:

The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 28 South, Range 14 West of the Willamette Meridian in Coos County, Oregon, containing 10 acres more or less.

1940

Parcel 11:

Beginning at a point which is located North 89° 31' 52" West, 34.01 feet from the North 1/16 corner on the Section line between Sections 20 and 21, Township 28 South, Range 14 West; thence continue North 89° 31' 52" West, 229.0 feet; thence North 01° 26' West, 90.54 feet; thence South 89° 31' 52" East, 229.0 feet; thence South 01° 26' East, 90.54 feet to the point of beginning.

Parcel 12:

Beginning at a point 40 rods West of the Southeast corner of Northeast 1/4 of Section 20 Township 28 South Range 14 West of the Willamette Meridian; running thence North 30 rods; thence West 26 and 2/3 rods; thence South 30 rods; thence East 26 and 2/3 rods to the place of beginning containing 5 acres more or less.

Parcel 13:

A parcel of land situated in Southwest 1/4 of Northwest 1/4 of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows:

Beginning at the 2" pipe marking the East 1/4 corner of Section 21, Township 28 South, Range 14 West of the Willamette Meridian, run North 00° 39' West, 589.22 feet along the Section line between Sections 20 and 21; thence South 88° 44' East, 797.41 feet to a point which is 20 feet from the center line of the County Road; thence South 54° 08' West, 975.50 feet to the point of beginning; containing 5.39 acres, more or less.

Parcel 14:

Begin at the Southwest corner of the East half of the Northeast 1/4, Section 20, Township 28, South Range 14 West of the Willamette Meridian, thence North 30 Rods, thence East 13 rods, thence South 30 rods, thence West 13 rods to the place of beginning, being Tax Lot 3, in Section 20, Township 28 South, Range 14, West of the Willamette Meridian, Coos County, Oregon, containing 2.5 acres, reserving to the grantor the oil, mineral, and gas in said premises, and also reserving therefrom a 60 foot in width right of way through said premises together with the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

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