



Coos County Land Use Permit Application

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

FILE NUMBER: P-22-001

Date Received: 2/8/22 Receipt #: 228757 Received by: MB

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

LAND INFORMATION

A. Land Owner(s) Chad & Tracy Wilkinson

Mailing address: 56556 Tom Smith Road, Bandon, OR 97411

Phone: 442-286-2337

Email: _____

Township:	Range:	Section:	¼ Section:	1/16 Section:	Tax lots:
28S	14W	15	Select	Select	1400
Select	Select	Select	Select	Select	

Tax Account Number(s): 950402

Zone: Select Zone Rural Residential-5 (RR-5)

Tax Account Number(s) _____

Please Select

B. Applicant(s) Same as Land Owner

Mailing address: _____

Phone: _____

C. Consultant or Agent: Troy Rambo

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

Phone #: 541-751-8900

Email: mandrllc@frontier.com

Type of Application Requested

- Comp Plan Amendment
- Text Amendment
- Map - Rezone

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

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

Special Districts and Services

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

Sewage Disposal Type: On-Site Septic

School District: Bandon

Fire District: Bandon RFPD

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

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

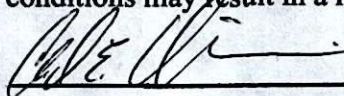
D. **ATTACHED WRITTEN STATEMENT.** With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County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

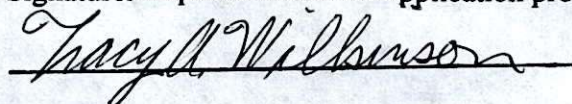
Application Check List: Please make off all steps as you complete them.

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

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

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





ACCESS INFORMATION

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

Property Address: 56556 Tom Smith Road

Type of Access: Private Easement - Provide Easement Name of Access: Tom Smith Road

Is this property in the Urban Growth Boundary? No

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

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

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

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

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

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

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

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: Receipt # _____

File Number: DR-21-

ADDRESS OF DRIVEWAY #1 CLOSEST TO YOUR NEW DRIVEWAY: _____

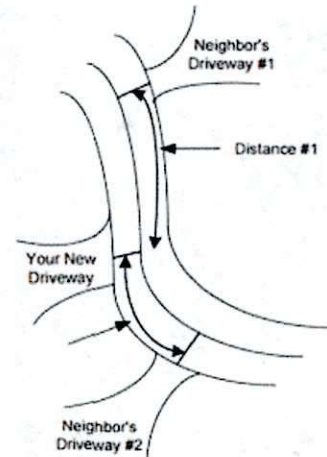
DISTANCE FROM DRIVEWAY #1 TO YOUR NEW DRIVEWAY: _____

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

ADDRESS OF DRIVEWAY #2 CLOSEST TO YOUR NEW DRIVEWAY: _____

DISTANCE FROM DRIVEWAY #2 TO YOUR NEW DRIVEWAY: _____

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



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

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

Additional Notes or directions:

This application is not required.

SANITATION INFORMATION

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

Water Service Type: On-site Well

Sewage Disposal Type: On-site septic

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

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

Please check if the request is for a land division.

Coos County Environmental Health Use Only:

Staff Reviewing Application: _____

Staff Signature: _____

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

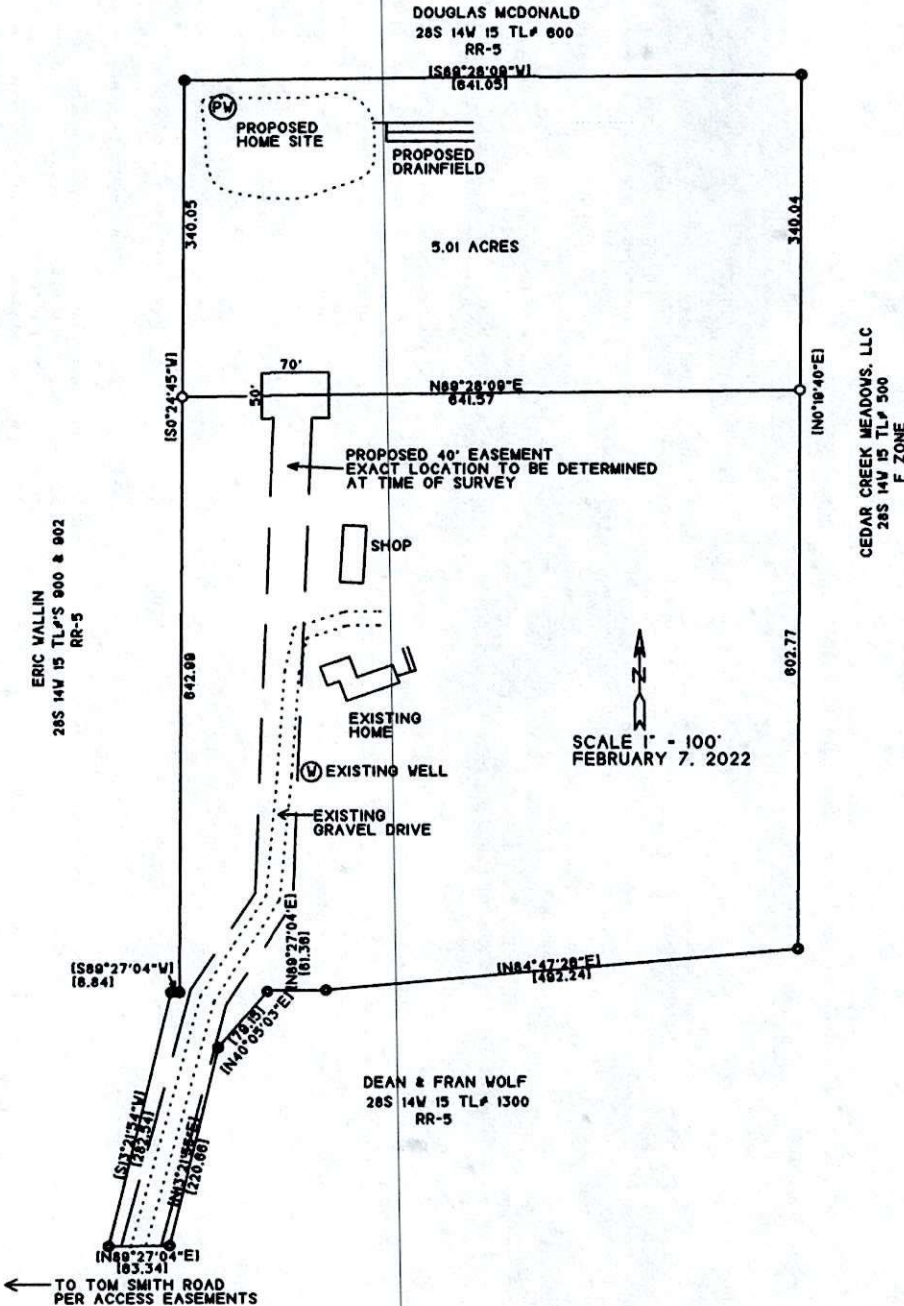
Additional Comments:

TENTATIVE PARTITION - LOCATED IN THE 1/2 OF THE NW1/4 OF SECTION 15.
 T.28S., R.14W., W.M., COOS COUNTY, OREGON
 (T.L. 1400 - 28S 14W 15 - 14.68 ACRES - ACCT.# 950402)

PREPARED FOR:
 CHAD EDWARD & TRACY WILKINSON
 56556 TOM SMITH ROAD
 BANDON, OR 97411

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

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Troy J. Rambo
 OREGON
 JULY 14, 1998
 TROY J. RAMBO
 2865
 RENEWAL 12-31-2022



CEDAR CREEK MEADOWS, LLC
 28S 14W 15 TL# 500
 F ZONE

NOTES

- ZONING - RR-5
- EXISTING LAND USE - RESIDENTIAL
- WATER - PARCEL 1 - EXISTING WELL
 PARCEL 2 - PROPOSED WELL
- SEWAGE DISPOSAL - PARCEL 1 - EXISTING SEPTIC SYSTEM
 PARCEL 2 - PROPOSED SEPTIC SYSTEM
- POWER / PHONE - LOCATED ON SITE
- TOPOGRAPHY - LESS THAN 10% SLOPES
- VEGETATION - NONE - LAND HAS BEEN CLEARED
- PROPERTY NOT SUBJECT TO FLOODING

LEGEND

- ⊙ RECORD CORNERS - SEE CS# 31879
- PROPOSED CORNERS
- [] RECORD BEARING/DISTANCE PER CS# 31879
- Ⓜ PROPOSED WELL

PROPERTY SUBJECT TO

- SETBACKS - 35 FT. FROM CENTERLINE OR 5 FT. FROM THE RIGHT OF WAY, WHICHEVER IS GREATER
- MR# 70-6-49719 - RIGHT OF WAY EASEMENT FOR POWER - UNDESCRIBED
- MR# 74-5-100064 - ACCESS EASEMENT ACROSS EXISTING ROADS
- MR# 75-8-117074 - ACCESS EASEMENT OVER EXISTING ROAD
- MR# 75-9-119031 - ACCESS EASEMENT OVER EXISTING ROAD
- MR# 79-3-1879 - 30' ACCESS EASEMENT OVER EXISTING ROAD
- MR# 83-1-7185 - RECIPROCAL ROAD EASEMENT
- INST# 2021-04797 - DEED OF TRUST

Ticor Title Company of Oregon
Order No. 360621038701



201 Central Avenue
(541)269-5127

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

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

Customer Ref.: _____
Order No.: 360621038701
Effective Date: December 23, 2021 at 08:00 AM
Charge: \$300.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Chad Edward Wilkinson and Tracy Wilkinson, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

56556 Tom Smith Road, Bandon, OR 97411

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. The Land has been classified as Designated Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company
Recording Date: June 30, 1970
Recording No: 70-6-49719
3. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Robert T. Artman and Nancy N. Artman, husband and wife
Recording Date: May 23, 1974
Recording No: 74-5-100064
4. Easement(s) and rights incidental thereto as reserved in a document;

Reserved by: Robert Townsend Artman and Nancy Neet Artman, husband and wife
Recording Date: September 23, 1975
Recording No: 75-9-119031
5. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Mavis V. Piatt
Recording Date: August 1, 1975
Recording No: 75-8-117074
6. Agreement for Easement, including the terms and provisions thereof

Executed by: Robert D. Blannin and Janet V. Blannin, husband and wife
Recording Date: June 21, 1979
Recording No.: 79-3-1679
7. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Robert Artman, R. Townsend Artman, Robert D. Blannin and Janet V. Blannin
Recording Date: February 24, 1983
Recording No: 83-01-7195
8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$495,000.00
Dated: April 20, 2021
Trustor/Grantor: Chad Edward Wilkinson and Tracy Wilkinson, as tenants by the entirety
Trustee: Clear Recon Corp.
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Guild Mortgage Company, LLC

Ticor Title Company of Oregon
Order No. 360621038701

Recording Date: April 29, 2021
Recording No: 2021-04797

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

Fiscal Year: 2021-2022
Amount: \$1,592.22 (includes special assessments)
Levy Code: 5403
Account No.: 950402
Map No.: 28-14-15 TL1400

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.

End of Reported Information

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

Coos Bay Title

coosbaytitle@ticortitle.com

Ticor Title Company of Oregon
201 Central Avenue
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

The West half of the Southeast quarter of the Northwest Quarter of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, EXCEPT the Southerly most five (5) acres thereof.

ALSO:

A parcel of land located In the Southeast Quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at a 5/8" iron rod at the Southeast (Southwest) corner of that parcel described in Micro Reel No. 79-2-5955, Deed Records, Coos County, Oregon, said rod also being North 0° 47' 50" East 334.30 feet from the Southwest Corner of said Southeast quarter of the Northwest quarter; thence South 0° 47' 50" West 274.29 feet to the North line of a 60 foot wide easement; thence North 13° 45' East 220.66 feet; thence North 40° 28' 32" East 79.14 feet to the South line of said parcel described in Micro Reel No. 79-2-5955; thence South 89° 50' 36" West 100.00 feet along the South line of said parcel described in Micro Reel No. 79-2-5955 to the point of beginning.

ALSO:

A parcel of land located in the Southwest quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at a 5/8" iron rod at the Southeast (Southwest) corner of that parcel described in Micro Reel No. 79-2-5955. Deed records, Coos County, Oregon, said rod also being North 0° 47' 50" East 334.30 feet from the Southeast corner of said Southwest quarter of the Northwest quarter; thence South 0° 47' 50" West 274.29 feet to the North line of a 60 foot wide easement; thence South 89° 50' 38" (89° 27' 04" by survey #31B79) West 63.34 feet along a line parallel to and 60 feet perpendicular of the South line of said Southwest quarter of the Northwest quarter; thence North 13° 45' East 282.54 feet to the point of beginning.

EXCEPTING THEREFROM:

A parcel of land located in the West half of the Southeast quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at the Northeast corner of the Southerly most five (5) acres of said West half of the Southeast quarter of the Northwest quarter; thence South 89° 50' 36" West 490.00 feet along the North line of said Southerly most five (5) acres; thence North 85° 11' 01" East 492.36 feet to the East line of said West half of the Southeast quarter of the Northwest quarter; thence South 0° 53' 14" West 40.00 feet. to the point of beginning.

EXCEPTING THEREFROM:

A parcel in the West half of the Southeast quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at the Northwest corner of said Southeast quarter of the Northwest quarter; thence Easterly 8.84 feet along the North line of said Southeast quarter of the Northwest quarter; thence Southerly 983 feet, more or less, along a line parallel to the West line of said Southeast quarter of the Northwest quarter to the South boundary of that parcel described in Micro Reel No. 79-2-5955, deed records, Coos County, Oregon; thence Westerly 8.84 feet, more or less, along the South boundary described in said Micro Reel No. 79-2-5955 to its intersection with the West line of said Southeast quarter of the Northwest quarter; thence Northerly 983 feet, more or less, along the West line of said Southeast quarter of the Northwest quarter to the point of beginning.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

Ticor Title Company of Oregon
Order No. 360621038701

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

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

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

END OF THE LIMITATIONS OF LIABILITY

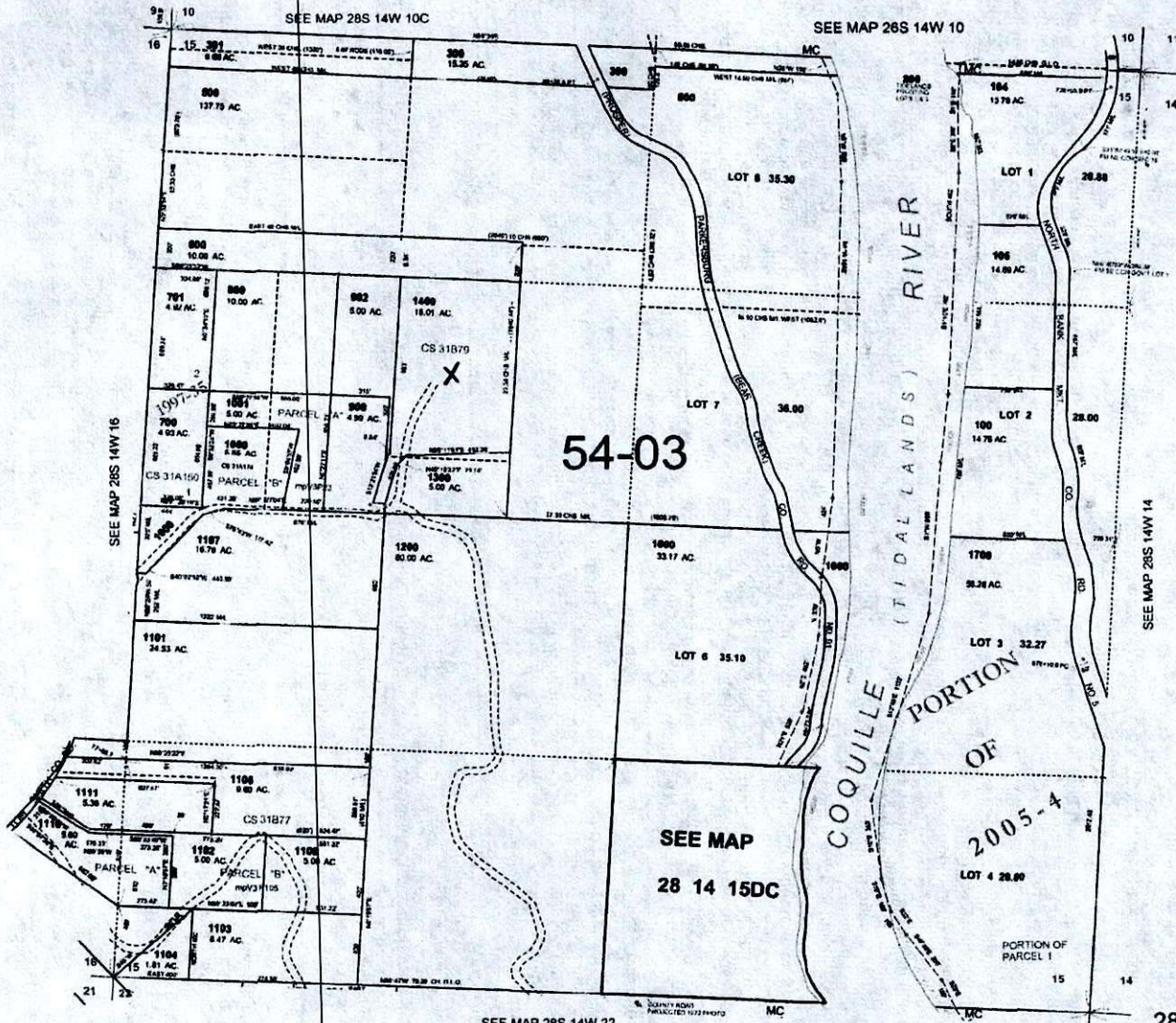
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 15 T28S R14W W.M. COOS COUNTY

1" = 400'

28S 14W 15 & INDEX

CANCELLED NO.

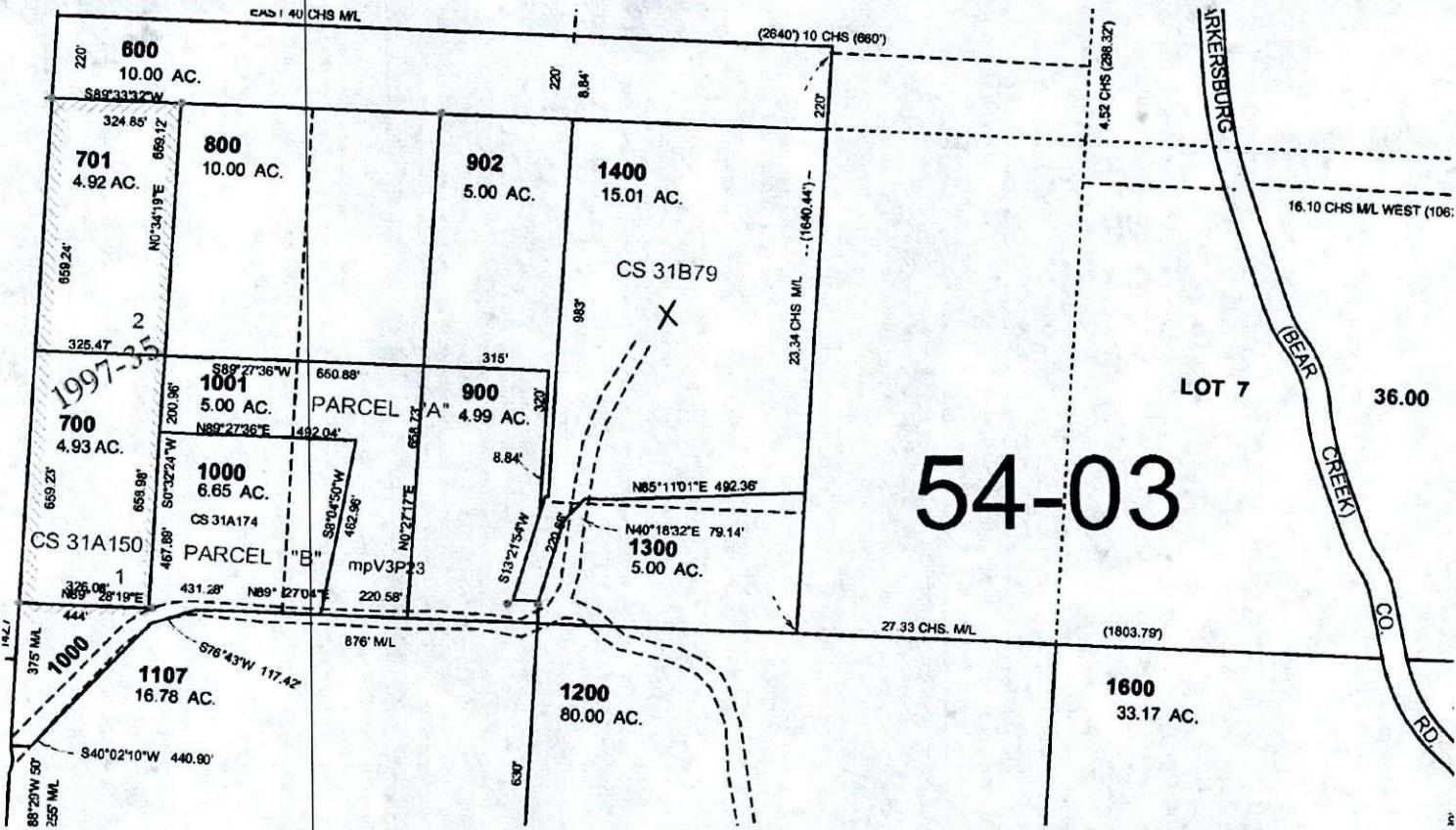


- 1105
- 1500
- 400
- 901
- 1301
- 1401
- 1402
- 1108
- 101
- 102
- 103
- 1100
- 1701
- 106

05-12-2015

28S 14W 15 & INDEX

SEE MAP 28S 14W 16



RECORDING REQUESTED BY:



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

GRANTOR'S NAME:
SueAnn Kristensen-Williams

GRANTEE'S NAME:
Chad Edward Wilkinson and Tracy Wilkinson

AFTER RECORDING RETURN TO:
Order No.: 360621034698-LS
Chad Edward Wilkinson and Tracy Wilkinson, as tenants by the
entirety
56556 Tom Smith Road
Bandon, OR 97411

SEND TAX STATEMENTS TO:
Chad Edward Wilkinson and Tracy Wilkinson
56556 Tom Smith Road
Bandon, OR 97411

APN: 950402
Map: 28S-14W-15 TL1400
56556 Tom Smith Road, Bandon, OR 97411

Coos County, Oregon **2021-04796**
\$96.00 Pgs=3 04/29/2021 01:41 PM
eRecorded by: TICOR TITLE COOS BAY
Debbie Heller, CCC, Coos County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

SueAnn Kristensen-Williams, Grantor, conveys and warrants to **Chad Edward Wilkinson and Tracy Wilkinson, as tenants by the entirety**, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FOUR HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (**\$495,000.00**). (See ORS 93.030).

Subject to:

1. The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pacific Power & Light Company
Recording Date:	June 30, 1970
Recording No:	70-6-49719
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Robert T. Artman and Nancy N. Artman, husband and wife
Recording Date:	May 23, 1974
Recording No:	74-5-100064
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document:

Reserved by:	Robert Townsend Artman and Nancy Neet Artman, husband and wife
Recording Date:	September 23, 1975
Recording No:	75-9-119031
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Mavis V. Piatt
Recording Date:	August 1, 1975
Recording No:	75-8-117074
6. Agreement for Easement, including the terms and provisions thereof

Executed by:	Robert D. Blannin and Janet V. Blannin, husband and wife
Recording Date:	June 21, 1979
Recording No.:	79-3-1679

STATUTORY WARRANTY DEED

(continued)

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

Purpose: Reciprocal easement for ingress and egress
Recording Date: February 24, 1983
Recording No: 83-1-7195

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.

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

Dated: 4-27-21

[Signature]
SueAnn Kristensen-Williams

State of Oregon
County of Coos

This instrument was acknowledged before me on 29 Apr 2021 by SueAnn Kristensen-Williams.

[Signature]
Notary Public - State of Oregon

My Commission Expires: 03-28-2023



EXHIBIT "A"
Legal Description

The West half of the Southeast quarter of the Northwest Quarter of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, EXCEPT the Southerly most five (5) acres thereof.

ALSO:

A parcel of land located in the Southeast Quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at a 5/8" iron rod at the Southeast (Southwest) corner of that parcel described in Micro Reel No. 79-2-5955, Deed Records, Coos County, Oregon, said rod also being North 0° 47' 50" East 334.30 feet from the Southwest Corner of said Southeast quarter of the Northwest quarter; thence South 0° 47' 50" West 274.29 feet to the North line of a 60 foot wide easement; thence North 13° 45' East 220.66 feet; thence North 40° 28' 32" East 79.14 feet to the South line of said parcel described in Micro Reel No. 79-2-5955; thence South 89° 50' 36" West 100.00 feet along the South line of said parcel described in Micro Reel No. 79-2-5955 to the point of beginning.

ALSO:

A parcel of land located in the Southwest quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at a 5/8" iron rod at the Southeast (Southwest) corner of that parcel described in Micro Reel No. 79-2-5955, Deed records, Coos County, Oregon, said rod also being North 0° 47' 50" East 334.30 feet from the Southeast corner of said Southwest quarter of the Northwest quarter; thence South 0° 47' 50" West 274.29 feet to the North line of a 60 foot wide easement; thence South 89° 50' 38" (89° 27' 04" by survey #31B79) West 63.34 feet along a line parallel to and 60 feet perpendicular of the South line of said Southwest quarter of the Northwest quarter; thence North 13° 45' East 282.54 feet to the point of beginning.

EXCEPTING THEREFROM:

A parcel of land located in the West half of the Southeast quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at the Northeast corner of the Southerly most five (5) acres of said West half of the Southeast quarter of the Northwest quarter; thence South 89° 50' 36" West 490.00 feet along the North line of said Southerly most five (5) acres; thence North 85° 11' 01" East 492.36 feet to the East line of said West half of the Southeast quarter of the Northwest quarter; thence South 0° 53' 14" West 40.00 feet. to the point of beginning.

EXCEPTING THEREFROM:

A parcel in the West half of the Southeast quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at the Northwest corner of said Southeast quarter of the Northwest quarter; thence Easterly 8.84 feet along the North line of said Southeast quarter of the Northwest quarter; thence Southerly 983 feet, more or less, along a line parallel to the West line of said Southeast quarter of the Northwest quarter to the South boundary of that parcel described in Micro Reel No. 79-2-5955, deed records, Coos County, Oregon; thence Westerly 8.84 feet, more or less, along the South boundary described in said Micro Reel No. 79-2-5955 to its intersection with the West line of said Southeast quarter of the Northwest quarter; thence Northerly 983 feet, more or less, along the West line of said Southeast quarter of the Northwest quarter to the point of beginning.

70-6-49719

File No. _____
ER/WO No. _____

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

An easement 30 feet in width, beginning at the 1/4 Corner common to Sections 15 and 16, T. 28 S. R. 14 W., W. M. and running thence easterly, adjacent to, parallel with, and north of the centerline of Section 15, to the centerline west 1/16 corner of Section 15.

ALSO: An easement along the general course staked out by the Grantee over, across, and upon the West 1/2 of the West 1/2 of the SE 1/4 of the NW 1/4 of Section 15, T. 28 S., R. 14 W., W. M.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

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

Dated this 25 day of June, 1970

Vella M. Fairfax (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF OREGON }
County of Coos } ss.

On this 25th day of June, 1970, personally appeared before me a notary public in and for said State, the within named Vella M. Fairfax, sole owner to me known to be the identical person described therein and who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

J. M. Breakhouse
Notary Public for Oregon
Residing at North Bend
My commission expires: May 28, 1972

74 5-100064

WARRANTY DEED

DR. R. TOWNSEND ARTMAN and BLYTHE M. ARTMAN, husband and wife, hereinafter called grantor, convey to ROBERT T. ARTMAN and NANCY N. ARTMAN, husband and wife, all that real property situated in Coos County, State of Oregon, described as:

See Exhibit A attached hereto.

and covenants that grantor is the owner of the above described property free of all encumbrances, except:

SUBJECT TO easements of record.

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$5,000.00.

DATED this 22nd day of April, 1974.

Dr. R. Townsend Artman
Dr. R. Townsend Artman

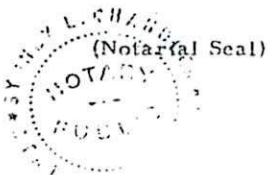
Blythe M. Artman
Blythe M. Artman

STATE OF OREGON)
) ss.
County of Coos)

April 22, 1974.

Personally appeared the above named Dr. R. Townsend Artman and Blythe M. Artman, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

John L. Chenoweth
Notary Public for Oregon
My Commission Expires: 12-2-76



Warranty Deed

74 5-100065

EXHIBIT "A"

The W-1/2 of SE-1/4 of NW-1/4 of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, except the southerly most five (5) acres thereof.

TOGETHER WITH the right and easement in common with others at all times freely to pass and to re-pass on foot, with animals, vehicles, roads or otherwise through and over a existing road or way on each of the three parcels of real property described as:

1. Beginning at the 1/16 corner being the Northwest corner of the Northwest quarter of the Southwest quarter (NW 1/4 SW 1/4) of Section Fifteen (15), Township Twenty-eight (28) South, Range Fourteen (14) West of the Willamette Meridian; thence East along the North line of said Northwest quarter of Southwest quarter (NW 1/4 SW 1/4) a distance of 444 feet; thence South 76° 43' West 117.42 feet; thence South 40° 02' 10" West 440.90 feet; thence North 88° 29' West 50.8 feet, to the Section line; thence North along the section line 375.0 feet, more or less, to the point of beginning, Coos County, Oregon,
2. Commencing at the Southwest corner of the E 1/2 of the W 1/2 of the SW 1/4 of the NW 1/4 of Section 15, Township 28 South, Range 14, West of the Willamette Meridian, Coos County, Oregon; thence Easterly along the South boundary line of the said SW 1/4 of the NW 1/4 to the Southeast corner of the said SE 1/4 of the NW 1/4; thence North along the East boundary line of the said SW 1/4 of the NW 1/4, 60 feet to a point; thence Westerly on a line parallel to said South boundary line to a point 60 feet North and opposite the point of beginning; thence Southerly along the West boundary line of the E 1/2 of the W 1/2 of the said SW 1/4 of the NW 1/4 to the point of beginning.
3. The South 60 feet of the East 1/2 of the West 1/2 and the West 1/2 of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 15 Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXHIBIT "A"

7826 ✓ 74 5-100064 -5
State of Oregon
County of Coos
I hereby certify that the within instrument was filed for record

MAY 23 1:40 PM '74

and recorded in Book of Records
Microfilm Reel No. 74-5-100064-5
of said County.
WITNESS my hand and Seal of County affixed.
Ray F. Crabtree, Coos County Clerk
By *[Signature]* Deputy
Return to *[Signature]*
Fee 4.00

RECORDED BY



Coos County

75-8-117 074

DEED

LOWELL C. SKANSGAARD and SYLVIA L. SKANSGAARD, husband and wife, grantors, convey to MAVIS V. PIATT, grantee, all that real property situated in Coos County, Oregon, described as:

The E 1/2 of E 1/2 of SW 1/4 of NW 1/4 of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

TOGETHER WITH the right in common with others at all times freely to pass and repass on foot, or with animals, vehicles, loads or otherwise, through, and over a certain existing road or way situate on the following described property, to-wit:

Beginning at the 1/16 corner being the Northwest corner of the Northwest quarter of the Southwest quarter (NW 1/4 SW 1/4) of Section Fifteen (15), Township Twenty-eight (28) South, Range 14 West of the Willamette Meridian; thence East along the North line of said Northwest quarter of Southwest quarter (NW 1/4 SW 1/4) a distance of 444 feet; thence South 76° 43' West 117.42 feet; thence South 40° 02' 10" West 440.90 feet; thence North 88° 29' West 50.0 feet, to the section line; thence North along the section line 375.0 feet, more or less, to the point of beginning, Coos County, Oregon;

TOGETHER WITH a similar right through and over a parcel of real property described as: Commencing at the Southwest corner of the E 1/2 of the W 1/2 of the SW 1/4 of the NW 1/4 of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence Easterly along the South boundary line of said SW 1/4 of the NW 1/4 to the Southwest corner of the first above described parcel of real property; thence Northerly along the East boundary line of said first above described real property 60 feet to a point; thence Westerly on a line parallel to said South boundary line to a point North and 30 feet West of the point of beginning; thence South to said South boundary line; thence Easterly along said South boundary line to the point of beginning.

The true and actual consideration for this transfer is ONE THOUSAND FIFTY DOLLARS (\$1,050.00), and the full release and discharge by grantee of any further performance or payment by grantors of the terms and conditions of that certain Land Sales Contract between Mavis V. Piatt, as seller, and Lowell C. Skansgaard and Sylvia L. Skansgaard, husband and wife, as buyers, dated October 4, 1972, providing for the purchase and sale of the above described real property.

The foregoing recital of consideration is true as we verily believe.

DATED this 15 day of July, 1975.

STATE OF OREGON)
County of Coos) ss.
DATED: July 15, 1975.

Personally appeared the above named LOWELL C. SKANSGAARD and SYLVIA L. SKANSGAARD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:

DEED - 1 (end)

Lowell Skansgaard
Lowell C. Skansgaard
Sylvia L. Skansgaard
Sylvia L. Skansgaard

Carolyn R. Rye
Notary Public - for Oregon
My Commission Expires: 7-13-77

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

P.O. Box 453 Bandon, Oregon 97411

AUG 1 1975

RECORDED
EVELYN M. ELLIOTT, COUNTY

75 9-119031

WARRANTY DEED

ALL MEN BY THESE PRESENTS, That MAVIS V. PIATT, grantor for the consideration hereinafter stated and to her paid by ROBERT TOWNSEND ARTMAN and NANCY NEET ARTMAN, husband and wife, grantees, does hereby grant, sell and convey to grantees, as tenants by the entirety, their heirs and assigns, all the following real property, situate in Coos County, Oregon, described as follows, to-wit:

The E 1/2 of E 1/2 of SW 1/4 of NW 1/4 of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

TOGETHER WITH the right in common with others at all times freely to pass and repass on foot, or with animals, vehicles, loads or otherwise, through, and over a certain existing road or way situate on the following described property, to-wit:

Beginning at the 1/16 corner being the Northwest corner of the Northwest quarter of the Southwest quarter (NW 1/4 SW 1/4) of Section Fifteen (15), Township Twenty-eight (28) South, Range 14 West of the Willamette Meridian; thence East along the North line of said Northwest quarter of Southwest quarter (NW 1/4 SW 1/4) a distance of 444 feet; thence South 76° 43' West 117.42 feet; thence South 40° 02' 10" West 440.90 feet; thence North 88° 29' West 50.0 feet, to the section line; thence North along the section line 375.0 feet, more or less, to the point of beginning, Coos County, Oregon;

TOGETHER WITH a similar right through and over a parcel of real property described as: Commencing at the Southwest corner of the E 1/2 of the W 1/2 of the SW 1/4 of the NW 1/4 of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence Easterly along the South boundary line of said SW 1/4 of the NW 1/4 to the Southwest corner of the first above described parcel of real property; thence Northerly along the East boundary line of said first above described real property 60 feet to a point; thence Westerly on a line parallel to said South boundary line to a point North and 30 feet West of the point of beginning; thence South to said South boundary line; thence Easterly along said South boundary line to the point of beginning.

RESERVING AND EXCEPTING unto the grantor, her heirs, personal representatives and assigns, the permanent right to one-half of the water at the existing source, together with the right to maintain and reconstruct a pump and pumping fixtures and pipeline, all located on the first above described real property, for irrigation purposes and domestic use on grantor's adjoining real property described as: The W 1/2 of the SE 1/4 of the SW 1/4 of the NW 1/4 and the E 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; and the rights hereby reserved shall be deemed appurtenant thereto.

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

P.O. Box 294, Benson, OR. 97411

75 9-119032

TO HAVE AND TO HOLD the above described premises unto the grantees, their heirs and assigns, forever.

And the grantor, covenants to and with the grantees, their heirs and assigns, that she is lawfully seized in fee simple of the above granted premises and that the same are free and clear of all liens and encumbrances, EXCEPT: Easement, including terms and provisions thereof, for power lines, to Pacific Power and Light Company, recorded June 30, 1970, bearing Microfilm Reel No. 49719, Records of Coos County, Oregon, and that she will and her heirs, executors, administrators and assigns, warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

Grantor states that the actual consideration for this Deed is the sum of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00) as she verily believes.

WITNESS my hand and seal this 5th day of August, 1975.

Mavis V. Piatt
Mavis V. Piatt

STATE OF OREGON)
County of Coos) ss.

DATED: August 5, 1975.

Personally appeared the above named MAVIS V. PIATT, and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME:

Michael E. Roby
Notary Public for Oregon
My Commission Expires: 8 26 75

75 9-119031 - 2
State of Oregon
County of Coos
I hereby certify that the within instrument was filed for record
2726

SEP 23 2 29 PM '75

and recorded in Book of Records
Microfilm Reel No.
75 9-119031 - 2
of said County.
WITNESS my hand and Seal of County affixed.
Evelyn M. Elliott, Coos County Clerk
By [Signature] Deputy

Return to [Signature]

Fee [Signature]

RECORDED BY



Coos County Branch

WARRANTY DEED - 2 (end)

79 3 1679

AGREEMENT FOR EASEMENT

IN CONSIDERATION OF ONE DOLLAR (\$1) and other valuable considerations, the receipt of which are hereby acknowledged, we ROBERT T. ARTMAN and NANCY N. BLANNIN, husband and wife, Grantors, convey to ROBERT D. BLANNIN and JANET V. BLANNIN, husband and wife, their heirs, successors and assigns, Grantees, a perpetual non-exclusive easement for ingress and egress 30 feet in width over the present and existing roadway which traverses Grantors' property from their Southeast corner to the Southwest corner of Grantees' property where it meets Grantors' property, described as follows:

The East 1/2 of the East 1/2 of the Southwest quarter of the Northwest quarter of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Grantees shall have all rights of ingress and egress to and from said real estate including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions necessary for Grantees' use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges thereto.

Grantees agree to hold and save Grantors harmless from any and all claims of third parties arising from Grantees' use of the rights herein granted. Grantees shall bear all costs of any maintenance that may be required on the road and Grantors shall bear no cost.

This agreement shall bind and inure to the benefit of the parties and their heirs, executors, administrators and successors in interest as well.

DATED this 7th day of June, 1979

Robert T. Artman
Nancy N. Artman

STATE OF OREGON)
County of Coos)ss

On the ___ day of June, 1979, there appeared before me the aforementioned Robert T. Artman and Nancy N. Artman, who personally acknowledged to me that they executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written

Eleanor C. Lacey
Notary Public for Oregon
My Commission expires: 12/31/80



RECORDED JUN 21 1979 AT 3:25
MARY ANN WILSON, COUNTY CLERK 4348

83 1 7196

as follows:

The West half of the Southeast Quarter of the Northwest Quarter of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, EXCEPT the Southerly most five (5) acres thereof.

The words Plale Real Property refer to that real property located in Coos County, Oregon, further described as follows:

A parcel of land in the Northwest quarter of the Southwest quarter, Section 15, Township 28 South, Range 14 West, Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at the quarter corner common to Sections 15 and 16, Township 28 South, Range 14 West, Willamette Meridian; thence East along the North line of the Northwest quarter of the Southwest quarter of said Section 15, 444 feet to the true point of beginning; thence East, 876 feet, more or less, to the Northeast corner of the said Northeast quarter of the Southwest quarter; thence South along the East line of said Northwest quarter of the Southwest quarter, 630 feet; thence West parallel to said North line of the Northwest quarter of the Southwest quarter, 1320 feet, more or less, to the West line of said Northwest quarter of the Southwest quarter; thence North, 255 feet, more or less, to a point located South, 375 feet from said quarter corner common to said Sections 15 and 16; thence East 50 feet; thence North $40^{\circ} 02'$ East, 440.90 feet; thence North $76^{\circ} 43'$ East, 117.42 feet to the point of beginning-----;

Excluding therefrom any portion of the above described parcel lying within the 60 foot right of way of Tom Smith County Road.

Grant.

For valuable consideration, Grantor grants to Grantee Robert Artman, Grantees R. Townsend Artman, and Grantees Blannin a perpetual non-exclusive easement for the purposes of ingress to and egress from the Robert Artman Real Property, the

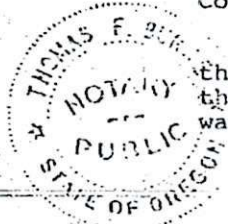
R. Townsend Artman Real Property, and the Blannin Real Property, which easement shall be appurtenant to the Robert Artman Real Property, the R. Townsend Artman Real Property, and the Blannin Real Property, and which easement shall be located upon the Plale Real Property at the locations and within the boundaries described in Exhibit A attached hereto and by this reference incorporated herein.

Grantee shall have the right to construct, maintain and use a road within the easement herein granted, for the purposes above-stated, and to enter upon the Plale Real Property in the lawful exercise of the rights hereby granted.

Done in Coos County, Oregon, this 24 day of February, 1983, by:

Robert Plale
Robert Plale

STATE OF OREGON,)
) ss:
County of Coos)



On this 24 day of February, 1983, personally appeared the above named Robert Plale who acknowledged that he executed the within instrument freely and voluntarily, and that the same was his voluntary act and deed.
Before me:

Thomas F. Burk
Notary Public for Oregon
My Commission Expires: 1/23/85

Grantor's Name and Address:
Robert A. Plale
3250 Beach Loop Dr.
Bandon, OR 97411

STATE OF OREGON,) ss:
County of Coos)

I certify that the within instrument was received for record on the ___ day of ___, 1983, at ___ o'clock ___.M., -and recorded at microfilm location No. ___, Deed Records of Coos County.

Grantees' Names and Addresses:
Robert T. Artman
Dr. R. Townsend & Blythe M. Artman, and Robert D. & Janet V. Blannin
3006 NE 55th Ave.
Portland, OR 97213

Witness my hand and seal of Coos County Affixed.

AFTER RECORDING, FORWARD TO GRANTEES

Name _____ Title _____
By _____, Deputy

Exhibit A
Locations and Boundaries of Easements Upon the
Plat Real Property

83 1 7198

Parcel I

Beginning at the quarter corner common to Sections 15 and 16, Township 28 South, Range 14 West, Willamette Meridian; thence East along the North line of the Northwest quarter of the Southwest quarter of said Section 15, 444 feet to the true point of beginning; thence South 76° 43' West, 117.42 feet; thence South 40° 02' 10" West, 73.21 feet; thence North 60° 00' East, 122.29 feet; thence North 87° 33' 33" East, 84.02 feet; thence South 88° 42' 54" East, 119.40 feet; thence North 67° 06' 45" East, 55.36 feet to the North line of said Northwest quarter of the Southwest quarter; thence South 89° 50' 38" West, 198.95 feet along said North line to the point of beginning.

Parcel II

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 15, thence South 89° 50' 38" West, 601.93 feet along the North line of said Northwest quarter of the Southwest quarter; thence South 84° 06' 51" East, 499.38 feet; thence North 72° 22' 36" East, 110.36 feet, more or less, to the East line of said Northwest quarter of the Southwest quarter; thence Northerly along said East line 19.44 feet, more or less, to the point of beginning.

10744
83 1 7198
1826
1846
1248
State of Oregon, Feb 24 11 AM '83
County of Coos

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:

MARY ANN WILSON
Coos County Clerk

By *Robert (Arthur)* deputy

Return to *Robert (Arthur)*

3006 N.E. 5th Ave

Portland 97213

Fee: *17*

EASEMENT APPURTENANT TO REAL PROPERTY
FOR INGRESS AND EGRESS

83 1 7195

Definitions.

In this document, the following words have the meanings here given to them.

The word Grantor refers to Robert Plale.

The words Grantee Robert Artman refer to Robert Townsend Artman, and his heirs and assigns.

The words Grantees R. Townsend Artman refer to Dr. R. Townsend Artman and Blythe M. Artman, husband and wife, their heirs and assigns, and the heirs and assigns of the survivor of them.

The words Grantees Blannin refer to Robert D. Blannin and Janet V. Blannin, husband and wife, their heirs and assigns, and the heirs and assigns of the survivor of them.

The words Robert Artman Real Property refer to a parcel of real property located in Coos County, Oregon, further described as follows:

The E 1/2 of the E 1/2 of the SW 1/4 of NW 1/4 of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

The words R. Townsend Artman Real Property refer to a parcel of real property located in Coos County, Oregon, further described as follows:

The South 5 acres of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 15, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

The words Blannin Real Property refer to a parcel of real property located in Coos County, Oregon, further described

Data ID: 172
Loan No: 198-2009211
Borrower: CHAD EDWARD WILKINSON

Coos County, Oregon **2021-04797**
\$176.00 Pgs=19 04/29/2021 01:41 PM
eRecorded by: TICOR TITLE COOS BAY
Debbie Heller, CCC, Coos County Clerk

Return to:
GUILD MORTGAGE COMPANY LLC
ATTENTION: DMD
5887 COPLEY DRIVE
SAN DIEGO, CA 92111

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100019919820092110

VA Case No. 48486053333

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 20, 2021, together with all Riders to this document.

(B) "Borrower" is CHAD EDWARD WILKINSON AND TRACY WILKINSON, AS TENANTS BY THE ENTIRETY. Borrower is the trustor under this Security Instrument.

(C) "Lender" is GUILD MORTGAGE COMPANY LLC. Lender is A LIMITED LIABILITY COMPANY organized and existing under the laws of the State of CALIFORNIA. Lender's address is 5887 COPLEY DRIVE, SAN DIEGO, CA 92111.

(D) "Trustee" is CLEAR RECON CORP.

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

(F) "Note" means the promissory note signed by Borrower and dated April 20, 2021. The Note states that Borrower owes Lender **FOUR HUNDRED NINETY-FIVE THOUSAND and NO/100-----Dollars (U.S. \$ 495,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **May 1, 2051**.

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

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

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

- | | | |
|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input checked="" type="checkbox"/> Other(s) [specify] Assumability Policy Rider MERS Rider | | |

OREGON VA DEED OF TRUST

Form 3038 1/01 (Page 1 of 12 Pages)



Ticor Title 360621034698

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of COOS: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 56556 TOM SMITH RD,

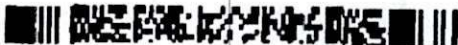
BANDON, OREGON

(Street)

97411
(Zip Code)

("Property Address"):

OREGON VA DEED OF TRUST



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

WARNING

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

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

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

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


.....(Seal)
TRACY WILKINSON —Borrower


.....(Seal)
CHAD EDWARD WILKINSON —Borrower



Loan No: 198-2009211

Data ID: 172

[Space Below This Line For Acknowledgment]

State of CALIFORNIA §
County of SAN DIEGO §

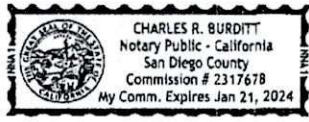
This record was acknowledged before me on April 27, 2021 by CHAD EDWARD WILKINSON AND TRACY WILKINSON.

Signature of notarial officer: Charles R. Burditt

Stamp (if required): Notary Public

Title of office: Notary Public

My commission expires: 01-21-2024



Loan Originator Organization: GUILD MORTGAGE COMPANY LLC
NMLSR ID: 3274
Individual Loan Originator: TREVOR ALAN NISSEN
NMLSR ID: 487509

OREGON VA DEED OF TRUST

Form 3038 1/01 (Page 12 of 12 Pages)



LEGAL DESCRIPTION

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, EXCEPT THE SOUTHERLY MOST FIVE (5) ACRES THEREOF. ALSO: A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 14 WEST, WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON ROD AT THE SOUTHEAST (SOUTHWEST) CORNER OF THAT PARCEL DESCRIBED IN MICRO REEL NO. 79-2-5955, DEED RECORDS, COOS COUNTY, OREGON, SAID ROD ALSO BEING NORTH 0 DEGREES 47 MINUTES 50 SECONDS EAST 334.30 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 47 MINUTES 50 SECONDS WEST 274.29 FEET TO THE NORTH LINE OF A 60 FEET WIDE EASEMENT; THENCE NORTH 13 DEGREES 45 MINUTES EAST 220.66 FEET; THENCE NORTH 40 DEGREES 28 MINUTES 32 SECONDS EAST 79.14 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN MICRO REEL NO. 79-2-5955; THENCE SOUTH 89 DEGREES 50 MINUTES 36 SECONDS WEST 100.00 FEET ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN MICRO REEL NO. 79-2-5955 TO THE POINT OF BEGINNING. ALSO: A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 14 WEST, WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON ROD AT THE SOUTHEAST (SOUTHWEST) CORNER OF THAT PARCEL DESCRIBED IN MICRO REEL NO. 79-2-5955, DEED RECORDS, COOS COUNTY, OREGON, SAID ROD ALSO BEING NORTH 0 DEGREES 47 MINUTES 50 SECONDS EAST 334.30 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 47 MINUTES 50 SECONDS WEST 274.29 FEET TO THE NORTH LINE OF A 60 FEET WIDE EASEMENT; THENCE SOUTH 89 DEGREES 50 MINUTES 38 SECONDS (89 DEGREES 27 MINUTES 04 SECONDS BY SURVEY NUMBER 31B79) WEST 63.34 FEET ALONG A LINE PARALLEL TO AND 60 FEET PERPENDICULAR OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 13 DEGREES 45 MINUTES EAST 282.54 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHERLY MOST FIVE (5) ACRES OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 50 MINUTES 36 SECONDS WEST 490.00 FEET ALONG THE NORTH LINE OF SAID SOUTHERLY MOST FIVE (5) ACRES; THENCE NORTH 85 DEGREES 11 MINUTES 01 SECOND EAST 492.36 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 53 MINUTES 14 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL IN THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 14 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE EASTERLY 8.84 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTHERLY 983 FEET, MORE OR LESS, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTH BOUNDARY OF THAT PARCEL DESCRIBED IN MICRO REEL NO. 79-2-5955, DEED RECORDS, COOS COUNTY, OREGON; THENCE WESTERLY 8.84 FEET, MORE OR LESS, ALONG THE SOUTH BOUNDARY DESCRIBED IN SAID MICRO REEL NO. 79-2-5955 TO ITS INTERSECTION WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHERLY 983 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING. ACCOUNT NO.: 950402



Loan No: 198-2009211
Borrower: CHAD EDWARD WILKINSON

Data ID: 172

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 20th day of April, 2021, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to GUILD MORTGAGE COMPANY LLC ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

56556 TOM SMITH RD
BANDON, OR 97411
(Property Address)

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

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is GUILD MORTGAGE COMPANY LLC. Lender is A LIMITED LIABILITY COMPANY organized and existing under the laws of the State of CALIFORNIA. Lender's address is 5887 COPLEY DRIVE, SAN DIEGO, CA 92111. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

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

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

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



Loan No: 198-2009211

Data ID: 172

B. TRANSFER OF RIGHTS IN THE PROPERTY

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

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

SEE SECURITY INSTRUMENT FOR LEGAL DESCRIPTION

which currently has the address of 56556 TOM SMITH RD,

BANDON, OREGON
[City]

[Street]
[State]

97411
[Zip Code]

("Property Address"):

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

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

C. NOTICES

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure



Loan No: 198-2009211

Data ID: 172

for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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



Loan No: 198-2009211

Data ID: 172

E. SUBSTITUTE TRUSTEE

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

24. Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

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


.....(Seal)
TRACY WILKINSON —Borrower


.....(Seal)
CHAD EDWARD WILKINSON —Borrower



Loan No: 198-2009211
Borrower: CHAD EDWARD WILKINSON

Data ID: 172

ASSUMABILITY POLICY RIDER

VA Case No. 484860533333

THIS ASSUMABILITY POLICY RIDER is made on this 20th day of April, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Security Deed or other such security instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note(s) (the "Note") to GUILD MORTGAGE COMPANY LLC (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at: 56556 TOM SMITH RD, BANDON, OR 97411

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

- 1. Acceleration.** The Note may become immediately due and payable upon transfer of the Property securing the Note to any transferee, unless the acceptability of the assumption of the Note obligation is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.
- 2. Funding Fee.** A fee equal to one-half of one percent (0.5%) of the balance of the Note as of the date of transfer of the Property shall be payable at the time of transfer to the Note Holder, as trustee for the Department of Veterans Affairs. If the assuming transferee fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by the Security Instrument, shall bear interest at the rate provided in the Note, and, at the option of the Note Holder, shall be immediately due and payable. This fee is automatically waived if the assuming transferee is exempt under Section 3729(c) of Chapter 37, Title 38, United States Code.
- 3. Processing Charge.** Upon application for approval to allow assumption of the Note obligation, a processing fee may be charged by the Note Holder for determining the creditworthiness of the assuming transferee and subsequently revising the Note Holder's ownership records when an approved transfer of the Property is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code, applies.
- 4. Indemnity Liability.** If the Note obligation is assumed, the assuming transferee shall agree to assume all of the obligations of the Borrower under the terms of the Note, the Security Instrument and any other instruments creating or securing the Note, including the obligation of the Veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created or evidenced by the Note or Security Instrument.

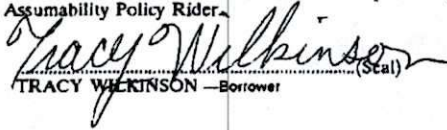


Loan No: 198-2009211

Data ID: 172

All other terms and provisions of the Security Instrument and any riders thereto shall remain in full force and effect.

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


.....(Seal)
TRACY WILKINSON —Borrower


.....(Seal)
CHAD EDWARD WILKINSON —Borrower



COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2021

December 23, 2021 5:11:07 pm

Account # 950402
 Map # 28S14150001400
 Code - Tax # 5403-950402

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name WILKINSON, CHAD EDWARD & TRACY

Deed Reference # 2021-4796

Agent

Sales Date/Price 04-27-2021 / \$495,000.00

In Care Of

Appraiser

Mailing Address 56556 TOM SMITH RD
 BANDON, OR 97411-6309

Prop Class 141 MA SA NH Unit
 RMV Class 101 06 27 RRL 17136-1

Situs Address(s)	Situs City
ID# 56556 TOM SMITH RD	BANDON

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
5403 Land	102,903					Land	0
Impr.	99,600					Impr.	0
Code Area Total	202,503	141,190	145,218	6,413	4,028		0
Grand Total	202,503	141,190	145,218	6,413	4,028		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
5403	40	<input checked="" type="checkbox"/>		RR-5	Designated Forest Land	100	A	4.00	E	006*	1,831
5403	10	<input type="checkbox"/>		RR-5	Designated Forest Land	100	A	10.01	E	006*	4,582
5403	30	<input checked="" type="checkbox"/>		RR-5	Market	112	A	1.00	HS	001	96,490
Grand Total								15.01			102,903

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Trended RMV
					TD%	Total Sq. Ft.	Ex% MS Acct #	
5403	1	1970	123	Two story-Class 2	112	1,576	99,600	
Grand Total						1,576	99,600	

Code Area	Type	Exemptions/Special Assessments/Potential Liability					
NOTATION(S):							
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST							
5403							
FIRE PATROL:							
■ FIRE PATROL SURCHARGE		Amount	47.50	Year	2021		
■ FIRE PATROL TIMBER		Amount	25.03 Acres	Year	2021		

Comments:

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

23-Dec-2021

WILKINSON, CHAD EDWARD & TRACY
 56556 TOM SMITH RD
 BANDON OR 97411-6309

Tax Account #	950402	Lender Name	CLG - Guild Mortgage Company
Account Status	A	Loan Number	
Roll Type	Real	Property ID	5403
Situs Address	56556 TOM SMITH RD BANDON OR 97411	Interest To	Jan 15, 2022

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,592.22	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,660.65	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,416.19	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,378.58	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,343.22	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.15	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,263.30	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,036.17	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$70.35	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$70.14	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$70.04	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$69.92	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$69.84	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$95.69	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.48	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.33	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.47	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.92	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$11,734.05	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #950492 COMBINED INTO #950402 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

12/23/2021 5:11:51 PM

Account # 950402
Map 28S1415-00-01400
Owner WILKINSON, CHAD EDWARD & TRACY
 56556 TOM SMITH RD
 BANDON OR 97411-6309

Name Type	Name	Ownership Type	Own Pct
OWNER	WILKINSON, CHAD EDWARD	OWNER	
OWNER	WILKINSON, TRACY	OWNER	
OWNER	TENANTS BY ENTIRETY		
	HUSBAND		
	WILKINSON, CHAD EDWARD		
	WIFE		
	WILKINSON, TRACY		

COOS COUNTY ASSESSOR'S NAME LEDGER

12/23/2021 5:12:09 PM

Account ID 950402 **Township** 28S **Range** 14 **Section** 15 **1/4** 0 **1/16** 0 **Taxlot** 01400 **Special Interest**

Effective Date 26-Dec-2000 12:00 AM **Transaction ID** -105301 **Entry Date** 26-Dec-2000 **Recorded Date** 26-Dec-2000 **Sale Date** 26-Dec-2000

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-105301	2001	HISTORICAL - BOR	NC	2001	56133	1			NAME CHANGE	
RNC #00-247											
Name Changes			Status	Name				Name Type	Ownership Type	Ownership %	
			A	BLANNIN, JANET V.				OWNER			
Size Totals		Code	Acres	Sqft	Alternate Size						

Effective Date 13-Sep-2010 12:00 AM **Transaction ID** -30935 **Entry Date** 13-Sep-2010 **Recorded Date** 13-Sep-2010 **Sale Date** 13-Sep-2010

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-30935	2010	ASSESSOR'S FILE		2010	-950402	1	CONVERSION		CONVERSION	
Size Changes		Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code				
		5401	10.01 Acres								
Size Totals		Code	Acres	Sqft	Alternate Size						
		5401	10.01								

Effective Date 10-May-2011 12:51 PM **Transaction ID** 55411 **Entry Date** 10-May-2011 **Recorded Date** 10-May-2011 **Sale Date**

DELETING OLD SITUS ADDRESS OF 50 TOM SMITH RD

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	75756	2011	ASSESSOR	REQ	2011	4941	1			SITUS CHANGE	
Size Totals		Code	Acres	Sqft	Alternate Size						
		5401	10.01								

Effective Date 23-May-2013 12:00 AM **Transaction ID** 421846 **Entry Date** 23-May-2013 **Recorded Date** 23-May-2013 **Sale Date** 23-May-2013

SPLIT CODE COMBINATION DONE BY HELION

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
5675	478830	2013	ASSESSOR		2013	448	1			COMBINATION - TO	
COMBINE SPLIT CODE ACCOUNTS											28S141500-01400

Size Changes **Code** **+ / - Size** **Alternate Size** **Code Area Deleted** **Move to Acct** **Move To Code**
 Page 1 of 4

Account ID 950402 **Township** 28S **Range** 14 **Section** 15 **1/4** 0 **1/16** 0 **Taxlot** 01400 **Special Interest**

Size Totals	5403 Code	5.00 Acres	Sqft	Alternate Size
	5401	10.01		
	5403	5.00		

Effective Date 18-Jul-2013 9:11 AM **Transaction ID** 440328 **Entry Date** 18-Jul-2013 **Recorded Date** 18-Jul-2013 **Sale Date**

UPDATING MAILING ADDRESS

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	504532	2013	ASSESSOR	REQ	2013	886	1			ADDRESS CHANGE	

Size Totals	Code	Acres	Sqft	Alternate Size
	5401	10.01		
	5403	5.00		

Effective Date 30-May-2014 12:00 AM **Transaction ID** 570836 **Entry Date** 30-May-2014 **Recorded Date** 30-May-2014 **Sale Date** 30-May-2014

FIRE PATROL CODE AREA ELIMINATION

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1744	663034	2014	ASSESSOR	CODE	2014	446	1			CODE CHANGE	

ELIMINATE STATE FIRE CODE AREA ON SPLIT CODE ACCOUNTS

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	5401	-10.01 Acres		DELETED		5403
	5403	10.01 Acres				
Size Totals	Code	Acres	Sqft	Alternate Size		
	5403	15.01				

Effective Date 01-Aug-2016 4:56 PM **Transaction ID** 870825 **Entry Date** 01-Aug-2016 **Recorded Date** 01-Aug-2016 **Sale Date**

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1099292	2016	TAX OFFICE	TAX	2016	396	1			MAILING NAME	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %	
	D	BLANNIN, JANET V.	AMON			
	A	BLANNIN, JANET V.	AMON			
Size Totals	Code	Acres	Sqft	Alternate Size		
	5403	15.01				

Account ID 950402 Township 28S Range 14 Section 15 1/4 0 1/16 0 Taxlot 01400 Special Interest

Effective Date 31-Jan-2017 10:17 AM Transaction ID 984713 Entry Date 06-Dec-2016 Recorded Date 23-Nov-2016 Sale Date

REF ONLY: ESTATE OF J. BLANNIN TO BLANNIN ERROR IN LEGAL

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID # 2	PID	Source ID	PT	Operation	To/From Map
1	1228788	2017	CLERK	CLS	2016	10353	1			NAME CHANGE	

Size Totals	Code	Acres	Sqft	Alternate Size
	5403	15.01		

Effective Date 31-Jan-2017 2:21 PM Transaction ID 990075 Entry Date 30-Jan-2017 Recorded Date 19-Jan-2017 Sale Price \$0 Sale Date 07-Jan-2017

CC# 16PB04722 CORRECTS 2016-10353

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID # 2	PID	Source ID	PT	Operation	To/From Map
1	1228880	2017	CLERK	AFF	2017	520	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	BLANNIN, JANET V.	OWNER	OWNER	100.0000
	A	BLANNIN, CHARLES F	OWNER	OWNER	
		OWNER BLANNIN, CHARLES F			

Size Totals	Code	Acres	Sqft	Alternate Size
	5403	15.01		

Effective Date 07-Feb-2017 8:36 AM Transaction ID 990076 Entry Date 30-Jan-2017 Recorded Date 19-Jan-2017 Sale Price \$195,000 Sale Date 17-Jan-2017

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID # 2	PID	Source ID	PT	Operation	To/From Map
1	1228925	2017	CLERK	WD	2017	521	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	BLANNIN, CHARLES F	OWNER	OWNER	
	A	COY, ANITA F	OWNER	OWNER	
	A	COY, RONALD	OWNER	OWNER	
		OWNER WIFE & HUSBAND WIFE COY, ANITA F HUSBAND COY, RONALD			

Size Totals	Code	Acres	Sqft	Alternate Size
	5403	15.01		

Account ID 950402 **Township** 28S **Range** 14 **Section** 15 **1/4** 0 **1/16** 0 **Taxlot** 01400 **Special Interest**

Effective Date 26-Jan-2018 8:21 AM **Transaction ID** 1120222 **Entry Date** 26-Jan-2018 **Recorded Date** 26-Jan-2018 **Sale Date**

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID # 2	PID	Source ID	PT	Operation	To/From Map
1	1387288	2018	ASSESSOR'S FILE	CORR	2018	648	1			SITUS CHANGE	
Size Totals		Code	Acres	Sqft	Alternate Size						
		5403	15.01								

Effective Date 10-Sep-2019 10:23 AM **Transaction ID** 2787487 **Entry Date** 30-Aug-2019 **Recorded Date** 23-Aug-2019 **Sale Price** \$285,000
Sale Date 22-Aug-2019

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID # 2	PID	Source ID	PT	Operation	To/From Map
1	3092167	2019	CLERK	WD	2019	7510	1			NAME CHANGE	
Name Changes		Status	Name					Name Type	Ownership Type	Ownership %	
		D	COY, ANITA F					OWNER	OWNER		
		D	COY, RONALD					OWNER	OWNER		
		A	KRISTENSEN-WILLIAMS, SUEANN					OWNER	OWNER		
		OWNER	KRISTENSEN-WILLIAMS, SUEANN								
Size Totals		Code	Acres	Sqft	Alternate Size						
		5403	15.01								

Effective Date 20-May-2021 7:50 AM **Transaction ID** 2926978 **Entry Date** 12-May-2021 **Recorded Date** 29-Apr-2021 **Sale Price** \$495,000
Sale Date 27-Apr-2021

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID # 2	PID	Source ID	PT	Operation	To/From Map
1	3268591	2021	CLERK	WD	2021	4796	1			NAME CHANGE	
Name Changes		Status	Name					Name Type	Ownership Type	Ownership %	
		D	KRISTENSEN-WILLIAMS, SUEANN					OWNER	OWNER		
		A	WILKINSON, CHAD EDWARD					OWNER	OWNER		
		A	WILKINSON, TRACY					OWNER	OWNER		
		OWNER	TENANTS BY ENTIRETY HUSBAND WILKINSON, CHAD EDWARD WIFE WILKINSON, TRACY								
Size Totals		Code	Acres	Sqft	Alternate Size						
		5403	15.01								