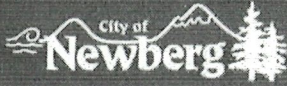


Attachment 4: Application and Supplemental Materials



TYPE III APPLICATION (QUASI-JUDICIAL REVIEW)

File #: ANX23-0001

TYPES – PLEASE CHECK ONE:

- Annexation
- Comprehensive Plan Amendment (site specific)
- Zoning Amendment (site specific)
- Historic Landmark Modification/alteration
- Conditional Use Permit
- Type III Major Modification
- Planned Unit Development
- Other: (Explain) _____

APPLICANT INFORMATION:

APPLICANT: Daniel Danicic - Yamhill Land Development Services
 ADDRESS: PO Box 1042 CITY: Newberg STATE: OR ZIP: 97132
 EMAIL ADDRESS: djd.ylds@gmail.com PHONE: _____ MOBILE: 503-476-7702
 OWNER (if different from above): Timothy R. and Danielle R. Richardson PHONE: _____
 ADDRESS: 918 Wynooski Street CITY: Newberg STATE: OR ZIP: 97132
 ENGINEER/SURVEYOR: Multitech Engineering - Surveyor CONTACT: Robert Hamman
 EMAIL ADDRESS: RHamman@mtengineering.net PHONE: 503-569-2212 MOBILE: _____

GENERAL INFORMATION:

PROJECT LOCATION: 918 Wynooski Street PROJECT VALUATION: \$ _____
 PROJECT DESCRIPTION/USE: Annexation to allow for connection to public sanitary sewer line
 MAP/TAX LOT NO. (i.e.3200AB-400): R3320-00900 SITE SIZE: 0.70 SQ. FT. ACRE
 COMP PLAN DESIGNATION: MDR CURRENT ZONING: Yamhill County LDR-9000
 CURRENT USE: Single Family Dwelling TOPOGRAPY: Flat
 SURROUNDING USES:
 NORTH: R2 - Residential SOUTH: Yamhill County LDR-9000
 EAST: Yamhill County LDR-9000 WEST: R2 - Residential

ATTACHED PROJECT CRITERIA AND REQUIREMENTS (check all that is included)

- General Checklist: Fees Public Notice Information Current Title Report Written Criteria Response Owner Signature
 2 -Hard copies of full Application Packet 1 -Digital Copy of Full Application Packet

For detailed checklists, applicable criteria for the written criteria response, and number of copies per application type, turn to:

Annexation	p. 11
Comprehensive Plan / Zoning Map Amendment (site specific)	p. 18
Conditional Use Permit	p. 22
Short Term Rental	p. 26
Historic Landmark Modification/Alteration	p. 37
Planned Unit Development	p. 41

The Application Packet can be submitted to Planning@newbergoregon.gov or at 414 E First St., Newberg OR. 97132
2 physical copies must be mailed or brought into the Community Development Department

Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process.

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief.

Applicant Signature: [Signature] Date: 12/4/23
 Daniel Danicic
 Print Name

Owner Signature: [Signature] Date: 12/4/2023
 Timothy Richardson Danielle Richardson
 Print Name

TABLE OF CONTENTS

Attachment A	Written Criteria Response
Attachment B	Title report
Attachment C	Measure 49 Waiver
Attachment D	Annexation Consent
Attachment E	Map and Legal Description of Property
Attachment F	Public Notice Information
Attachment G	Hardship Request Memo

918 Wynooski St Annexation

Attachment A

Written Criteria Response

918 Wynooski St Annexation Application Criteria Response

Applicant: Timothy and Danielle Richardson
918 Wynooski St. Newberg, OR 97132

Tax Lots: Tax Lot R3320-00900

General Land Use Plan

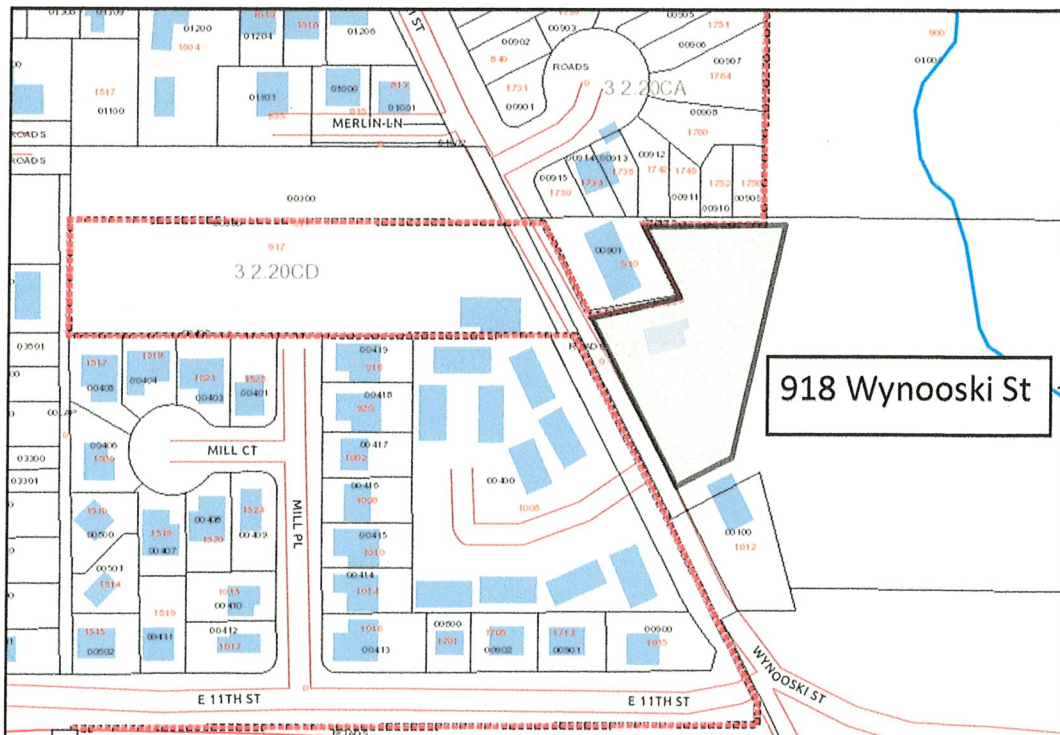
Lot Size: 0.70 acres

Zoning: Current County LDR-9000
Newberg Comp Plan MDR
Proposed R2

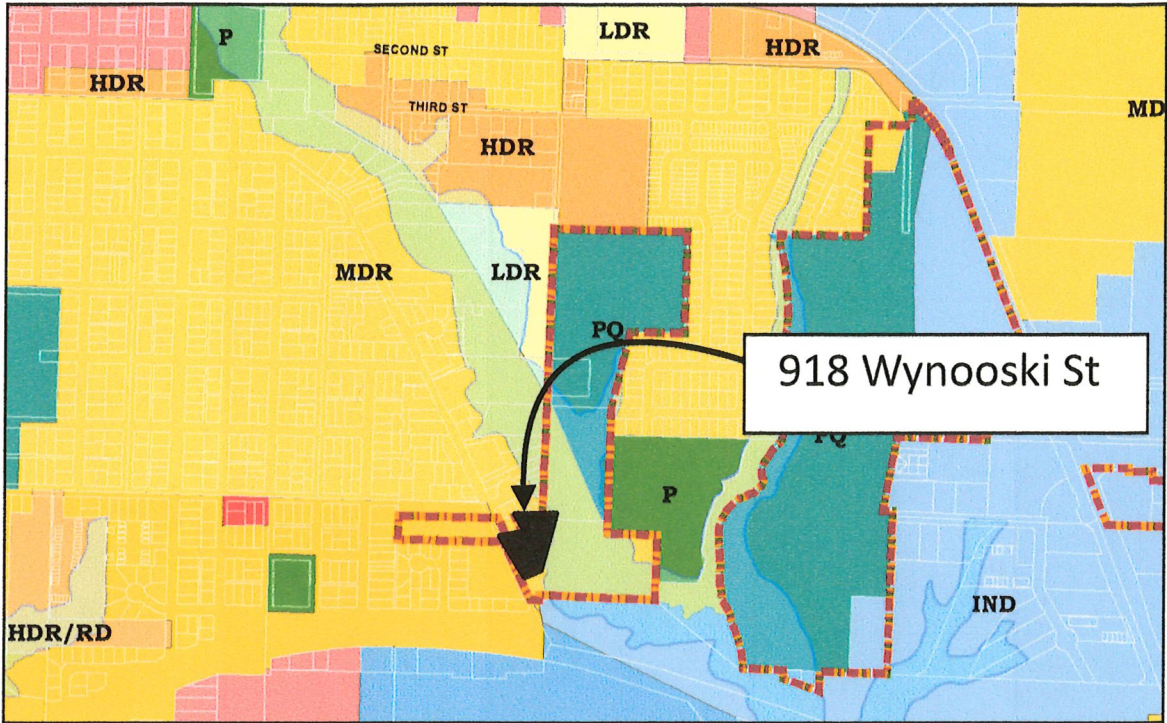
Proposal: Annexation of a Single Family Dwelling property to allow for connection to City sanitary sewer line

Natural Features: No significant natural features such as waterways, mature tree stands, wetlands or wildlife corridors.

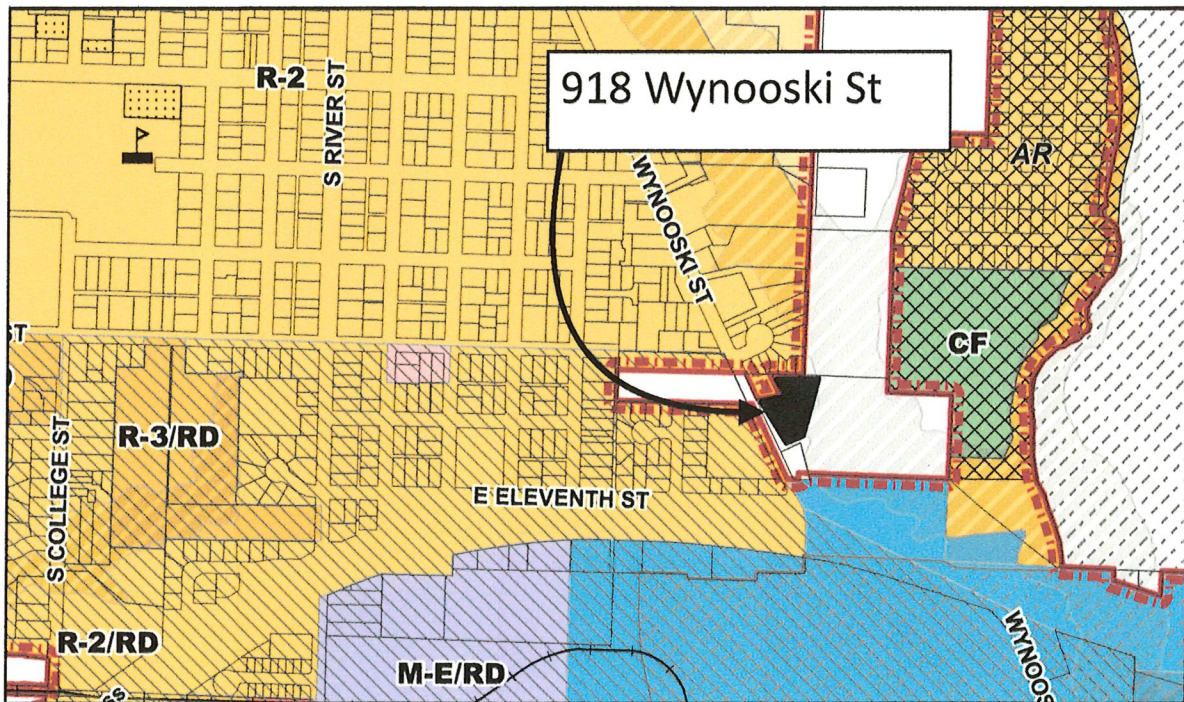
Property Location:



918 Wynooski St Annexation Application Criteria Response



NEWBERG COMP PLAN DESIGNATION



NEWBERG ZONING MAP

ANNEXATION REQUEST AND FINDINGS

The following conditions must be met prior to or concurrent with city processing of any annexation request:

- *The subject site must be located within the Newberg Urban Growth Boundary or Newberg Urban Reserve Areas.*
- *The subject site must be contiguous to the existing city limits*
Provide a written response that specifies how your project meets the following criteria:

RESPONSE: The property is located within the Newberg Urban Growth Boundary and is contiguous to the city limits along its north property line.

(A) The proposed use for the site complies with the Newberg comprehensive plan and with the designation on the Newberg comprehensive plan map. If a redesignation of the plan map is requested concurrent with annexation, the uses allowed under the proposed designation must comply with the Newberg comprehensive plan.

(1) Where large LDR or MDR designated parcels or groups of parcels are to be annexed, the applicant(s) shall concurrently apply for a comprehensive plan map amendment to include some HDR-designated/R-3 zoned lands, consistent with the policy of distributing R-3 multifamily housing throughout the community. Such zoning shall be applied to portions of the property that are most suitable for high density development.

(2) For the purposes of this policy, "large" is defined as an area greater than 15 net acres, after subtracting for land in stream corridor overlays. "Some" is defined as 10 percent of the net size of the application.

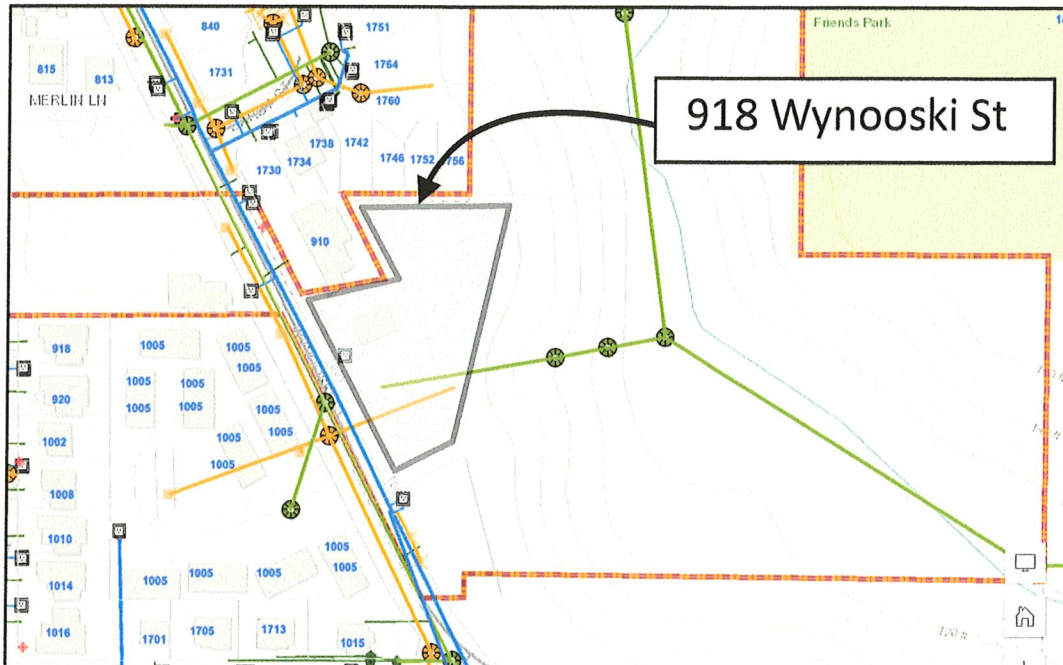
RESPONSE: The current use of the property of a single family dwelling complies with the Newberg comp plan medium density residential designation. The area to be annexed is 0.70 acres which is less than the 15 acre criteria, so a comprehensive plan amendment is not being submitted concurrently with this application.

918 Wynooski St Annexation Application Criteria Response

(B) An adequate level of urban services must be available, or made available, within three years time of annexation. An adequate level of urban services shall be defined as:

(1) Municipal sanitary sewer and water service meeting the requirements enumerated in the Newberg comprehensive plan for provision of these services.

RESPONSE: The property currently has water service from the City of Newberg. There is existing sanitary sewer lines along the property frontage in Wynooski Street and there is a public sewer line through the lot within an easement.



(2) Roads with an adequate design capacity for the proposed use and projected future uses. Where construction of the road is not deemed necessary within the three year time period, the city shall note requirements such as dedication of right-of-way, waiver of remonstrance against assessment for road improvement costs, or participation in other traffic improvement costs, for application at the appropriate level of the planning process. The city shall also consider public costs for improvement and the ability of the city to provide for those costs.

RESPONSE: The Newberg Transportation System Plan does not identify any capacity concerns for Wynooski Street. The annexation does not include any new development and does not increase traffic volumes so it can be determined that adequate road capacity exists. This annexation application includes a 10-foot right of way dedication along Wynooski Street creating a 30-foot half street right of way width in compliance with the Transportation System Master Plan. Should the city desire, the owner will enter into a waiver of remonstrance against assessment for road improvement costs, or participation in other traffic improvement costs for future improvements.

918 Wynooski St Annexation Application Criteria Response

(C) Findings documenting the availability of police, fire, parks, and school facilities and services shall be made to allow for conclusionary findings either for or against the proposed annexation. The adequacy of these services shall be considered in relation to annexation proposals.

RESPONSE: The subject property is developed and within the Tualatin Valley Fire and Rescue, Chehalem Parks and Recreation, and Newberg School districts so these services are available and provided. Police service is available from the Newberg-Dundee Police Department and with the annexation will be continuous to their service boundary.

(D) The burden for providing the findings for divisions (A), (B) and (C) of this section is placed upon the applicant.

RESPONSE: See response to item (C) above.

(E) The city council may annex properties where urban services are not and cannot practically be made available within the three-year time frame noted in subsection (B) of this section, but where annexation is needed to address

- (1) a health hazard,*
- (2) to annex an island,*
- (3) to address wastewater or water connection issues for existing development,*
- (4) to address specific legal or contract issues,*
- (5) to annex property where the timing and provision of adequate services in relation to development is or will be addressed through legislatively adopted specific area plans or similar plans, or to address similar situations.*

In these cases, absent a specific legal or contractual constraint, the city council shall apply an interim zone, such as a limited-use overlay, that would limit development of the property until such time as the services become available.

RESPONSE: Urban services are available so this criteria is not applicable.

918 Wynooski St Annexation Application Criteria Response

GENERAL LAND USE PLAN – *Indicate types and intensities of proposed development, transportation routes (for pedestrians and vehicles), watercourses, significant natural features, open space, significant stands of mature trees, wildlife travel corridors, and any development on adjacent properties.*

RESPONSE: The proposed annexation does not change the current developed density of the adjacent lands. There are no significant natural features, open space, significant stands of mature trees, wildlife corridors or watercourses on the subject property.

DEVELOPMENT CONCEPT STATEMENT – *Provide a written statement about the overall development concept that addresses methods by which the physical and social environment of the site, surrounding area, and community will be enhanced by this project.*

RESPONSE: The applicant is not proposing further development on the site. The annexation request is driven solely by the need for sanitary sewer service. The property currently has a connection to city water.

PUBLIC FACILITIES FINANCING STATEMENT – *Provide a written statement outlining the method and source of financing that will be used to provide public utilities to the site.*

RESPONSE: No new public utilities are needed to serve this property, so this criteria is not applicable.

POSITIVE AND NEGATIVE EFFECTS STATEMENT – *Provide a written statement regarding the potential positive and negative physical, aesthetic, and related social effects of the proposed development on the community as a whole and on the smaller sub-community or neighborhood of which it will become a part, along with proposed actions to mitigate the negative effects.*

RESPONSE: The proposed annexation/zone change will have a positive impact on the economy of the City of Newberg. The annexation will allow the city to add a utility customer and receive increased property tax revenues. This annexation application does not include future development of the property as such there will not be any negative physical, aesthetic, or related social effects on the community.

918 Wynooski St Annexation

Attachment B

Title report

Yamhill County

DEPARTMENT OF PLANNING AND DEVELOPMENT

525 NE 4TH STREET • McMINNVILLE, OREGON 97128

Phone: 503-434-7516 • Fax: 503-434-7544 • TTY: 800-735-2900 • Internet Address: <http://www.co.yamhill.or.us/planning>

July 14, 2023

Casey S. Bernard
375 SW Viewmont Drive
Dundee, OR 97115

RE: Lot-line adjustment Docket L-23-23, Parcel 1 & Parcel 2 of Tax Lot 3220-00900

Dear Mr. Bernard,

This letter will serve as your official notification that your request for a lot-line adjustment reconfiguring Parcel 1 & Parcel 2 of Tax Lot 3220-00900, resulting in parcels of approximately 0.67-acres and 5.66-acres, is hereby approved, subject to the following conditions:

1. The resulting lots shall be surveyed pursuant to Section 6.120 of the *Yamhill County Land Division Ordinance* and a copy of the survey shall be submitted to the Planning Director prior to final approval.
2. No additional lots or parcels shall be created from this property line adjustment.
3. Pursuant to OAR 340-071-0220(1)(j), the property owners shall maintain a setback of 10 feet from any part of an existing drain field when establishing new property lines or septic easements shall be surveyed and recorded in the deed and mortgage records with the County Clerk.
4. A copy of the documents conveying the adjusted properties shall be submitted to the Planning Department prior to recording with the County Clerk. The names on the instrument(s) conveying the property shall be the same as they appear in the tax records of Yamhill County.
5. The documents conveying the adjusted properties shall either describe the readjusted lots in their entirety, or, if the instrument describes only that area being conveyed from one property to the adjoining property, the following statement shall be placed on the instrument:

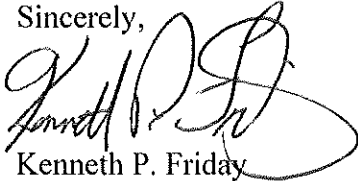
This conveyance is made solely as an adjustment of common boundary between adjoining properties, and does not create a separate parcel that can be conveyed independently of adjacent land.

This decision is based on a finding that the application complies with Section 502.06(B.2) of the Yamhill County Zoning Ordinance. Please note this decision is not final until the required information has been submitted to the Planning Director. You have one year from the date of this letter to complete these requirements and record the instrument of conveyance with the County Clerk. Otherwise, this approval shall become null and void.

The *Yamhill County Land Division Ordinance* provides for appeal of this approval or any condition of approval to the Board of County Commissioners. Any party wishing to appeal this decision must submit an appeal application, along with a \$250.00 fee with the Planning Department by **July 31, 2023**. If the decision is not appealed, this letter will be your final notice of approval of the request.

If you have any questions, please contact this office.

Sincerely,



Kenneth P. Friday
Planning Director

KF:lw

cc: Board of Commissioners
Assessor
Public Works
DLCD
CSB Holdings, LLC, 375 SW Viewmont Drive, Dundee, OR 97115

10/10/16
10/10/16
Lots 10001

10/10/16
10/10/16
Lots 10001

10/10/16
10/10/16
Lots 10001

10/10/16
10/10/16
Lots 10001



900 S Wynooski St, Newberg, OR X
Show search results for 900 S Wyno...

0100	0200	0300	0400	0500	0600
0700	0800	0900	1000	1100	1200
1300	1400	1500	1600	1700	1800
1900	2000	2100	2200	2300	2400

ROADS

0500	0600	0700	0800	0900
1000	1100	1200	1300	1400



Record of Survey for : CASEY BERNARDS

Location: The SW 1/4 Section 20, Township 3 South, Range 2 West, Willamette Meridian, City of Newberg, in portions of the Joseph Rogers Donation Land Claim No. 52 and the Richard Everest Donation Land Claim No. 55, Yamhill County, Oregon

YAMHILL COUNTY PLANNING DOCKET NO. **L-23-23**

Tax Lot: R3220 - 900

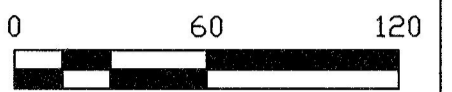
Date: 26 July 2023

NORTHEAST CORNER JOSEPH B. ROGERS DLC #55, IRON PIPE AND YAMHILL COUNTY BRASS CAP IN MONUMENT BOX. YAMHILL COUNTY G.P.S. CONTROL POINT #21

5/8" IRON ROD, CSP-8716, I.D. CAP OBLITERATED, HELD FOR NE CORNER TL-1000 IN CS-10742, PT 97-61, HIGHLANDS AT HESS CREEK PHASE 4

North

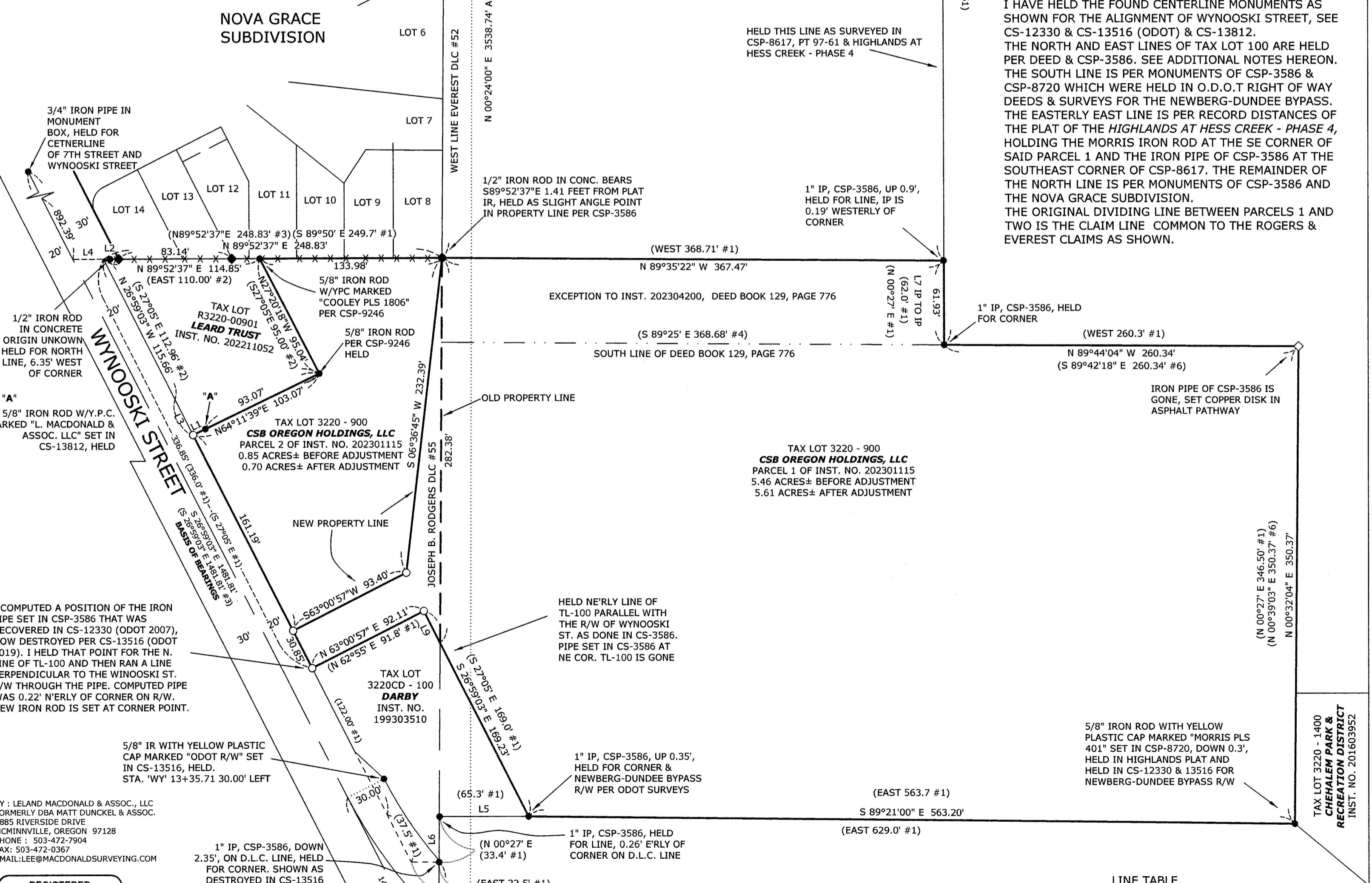
Scale: 1" = 60'



Received 8/2/2023
County Surveyor
CS-13892

Legend

- = MONUMENT FOUND, FLUSH TO 0.2' DOWN, IN GOOD CONDITION UNLESS OTHERWISE STATED. ORIGIN STATED IF KNOWN.
- ◆ = MONUMENT FOUND AS SET IN NOVA GRACE PLAT, FLUSH TO 0.2' DOWN, IN GOOD CONDITION UNLESS OTHERWISE STATED.
- = SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "L. MACDONALD & ASSOC., LLC"
- ◇ = SET 1" BERNSTEIN BP2 COPPER DISK MARKED "PLS 53226"
- (#1) = DATA OF RECORD PER CSP-3586
- (#2) = DATA OF RECORD PER CSP-9246
- (#3) = DATA OF RECORD PER NOVA GRACE SUBDIVISION
- (#4) = DATA OF RECORD PER INST. NO. 202304200
- (#5) = DATA OF RECORD PER CSP-8716
- (#6) = DATA OF RECORD PER HIGHLANDS AT HESS CREEK PHASE 4
- = OLD PROPERTY LINE
- = NEW PROPERTY LINE
- = D.L.C. LINE



Narrative

THE PURPOSE OF THIS SURVEY IS TO MARK AND DESCRIBE AN ADJUSTMENT BETWEEN PARCELS 1 AND 2 OF TAX LOT 3220-900 CONVEYED TO CSB OREGON HOLDINGS, LLC, RECORDED FEBRUARY 8, 2023 IN INSTRUMENT NO. 202301115, DEED RECORDS, UNDER YAMHILL COUNTY PLANNING APPROVAL DOCKET NO. **L-23-23**. (LOT OF RECORD)

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 26°59'03" EAST ALONG THE CENTERLINE OF WYNOOSKI STREET PER MY WORK FOR NOVA GRACE SUBDIVISION AS SHOWN AND AS HELD IN MY PREVIOUS SURVEY FOR LEARD, CS-13812.

I HAVE HELD THE FOUND CENTERLINE MONUMENTS AS SHOWN FOR THE ALIGNMENT OF WYNOOSKI STREET, SEE CS-12330 & CS-13516 (ODOT) & CS-13812.

THE NORTH AND EAST LINES OF TAX LOT 100 ARE HELD PER DEED & CSP-3586. SEE ADDITIONAL NOTES HEREON. THE SOUTH LINE IS PER MONUMENTS OF CSP-3586 & CSP-8720 WHICH WERE HELD IN O.D.O.T RIGHT OF WAY DEEDS & SURVEYS FOR THE NEWBERG-DUNDEE BYPASS. THE EASTERLY EAST LINE IS PER RECORDED DISTANCES OF THE PLAT OF THE HIGHLANDS AT HESS CREEK - PHASE 4, HOLDING THE MORRIS IRON ROD AT THE SE CORNER OF SAID PARCEL 1 AND THE IRON PIPE OF CSP-3586 AT THE SOUTHEAST CORNER OF CSP-8617. THE REMAINDER OF THE NORTH LINE IS PER MONUMENTS OF CSP-3586 AND THE NOVA GRACE SUBDIVISION.

THE ORIGINAL DIVIDING LINE BETWEEN PARCELS 1 AND TWO IS THE CLAIM LINE COMMON TO THE ROGERS & EVEREST CLAIMS AS SHOWN.

I COMPUTED A POSITION OF THE IRON PIPE SET IN CSP-3586 THAT WAS RECOVERED IN CS-12330 (ODOT 2007), NOW DESTROYED PER CS-13516 (ODOT 2019). I HELD THAT POINT FOR THE N. LINE OF TL-100 AND THEN RAN A LINE PERPENDICULAR TO THE WYNOOSKI ST. R/W THROUGH THE PIPE. COMPUTED PIPE WAS 0.22' N'ERLY OF CORNER ON R/W. NEW IRON ROD IS SET AT CORNER POINT.

BY: LELAND MACDONALD & ASSOC., LLC
FORMERLY DBA MATT DUNCKEL & ASSOC.
3885 RIVERSIDE DRIVE
MCMINNVILLE, OREGON 97128
PHONE: 503-472-7904
FAX: 503-472-0367
EMAIL: LEE@MACDONALDSURVEYING.COM

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
January 16, 2002
LELAND A. MACDONALD
53226

SW CORNER RICHARD EVEREST D.L.C. #53, IRON PIPE & BRASS CAP IN MONUMENT BOX

5/8" IRON ROD "DEA INC." IN MONUMENT BOX, PER CS-9790 HELD FOR CENTERLINE WYNOOSKI STREET. TIED PREVIOUSLY, DESTROYED BY ROAD CONSTRUCTION STA. 'WY' 15+22.80 P.I. (CS-13516) 0.13' WEST OF D.L.C. LINE

NEWBERG - DUNDEE BYPASS

INST. NO. 201415035 (O.D.O.T.)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 64°11'39" W	10.00'
L2	S 89°52'37" W	11.21'
L4	S 89°52'37" W	22.42'
L5	S 89°59'25" W	65.74'
L6	S 00°24'00" W	33.34'
L7	S 00°15'51" E	61.93'
L8	N 00°24'00" E	313.17'
L9	S 26°59'03" E	126.31'

TAX LOT 3220 - 1400
CHEHALEM PARK & RECREATION DISTRICT
INST. NO. 201603952



1455 SW Broadway, Suite 1450
(503)646-4444

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

To ("Customer"): Casey Bernard
375 SW Viewmont Drive
Dundee, OR 97115

Customer Ref.: _____
Order No.: 471823128760
Effective Date: December 8, 2023 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:

Timothy A. Richardson and Danielle R. Richardson, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

918 Wynooski Street, Newberg, OR 97132

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

Granted to: Michael D. Mahon
Purpose: Sanitary sewer
Recording Date: February 10, 1977
Recording No: Film Volume 117, page 1916
Affects: Reference is hereby made to said document for full particulars

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

Amount: \$536,750.00
Dated: August 3, 2023
Trustor/Grantor: Timothy A. Richardson and Danielle R. Richardson, as tenants by the entirety
Trustee: Ticor Title Company of Oregon
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Mann Mortgage, LLC
Loan No.: 4181348/MERS: 1000632-0004174344-2
Recording Date: August 4, 2023
Recording No: 202307250

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

Fiscal Year: 2023-2024
Amount: \$2,766.54
Levy Code: 29.2
Account No.: 55530
Map No.: R3220 00900

End of Reported Information

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

Deborah Clark
5035353743
deborah.clark@titlegroup.fntg.com

Ticor Title Company of Oregon
1455 SW Broadway, Suite 1450
Portland, OR 97201

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 55530
For Tax Map ID(s): R3220 00900

A tract of land located in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in a portion of the Joseph B. Rogers Donation Land Claim No. 55, Yamhill County, Oregon, said tract being more particularly described as follows:

BEGINNING at an iron rod marking the southeast corner of Lot 8 of NOVA GRACE Subdivision, recorded January 8, 2018 in Volume 15, Page 40 in the records of the Yamhill County Surveyor, Yamhill County, Oregon, said rod being a point on the east line of said Rogers Claim; thence South 06°36'45" West 232.39 feet to an iron rod; thence South 63°00'57" West 93.40 feet to an iron rod on the northeasterly margin of Wynooski Street at a point that is 20.00 feet from the centerline thereof, when measured at right angles thereto; thence along said street margin North 26°59'03" West 161.19 feet to a iron rod marking the most southerly corner of that tract of land described in deed to Sandra Massey, Successor Trustee under the Leard Living Trust, by agreement dated September 15, 2003, recorded on August 10, 2022, as Instrument No. 202211052, Deed Record of Yamhill County, Oregon; thence North 64°11'39" East 103.07 feet to an iron rod marking the most easterly corner of said LEARD TRUST tract; thence North 27°20'18" West 95.04 feet to a iron rod marking the most northerly corner of said LEARD TRUST tract and being a point on the south line of Lot 11 of said NOVA GRACE Subdivision; thence along the south line of said subdivision North 89° 52'37" East 133.98 feet 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.

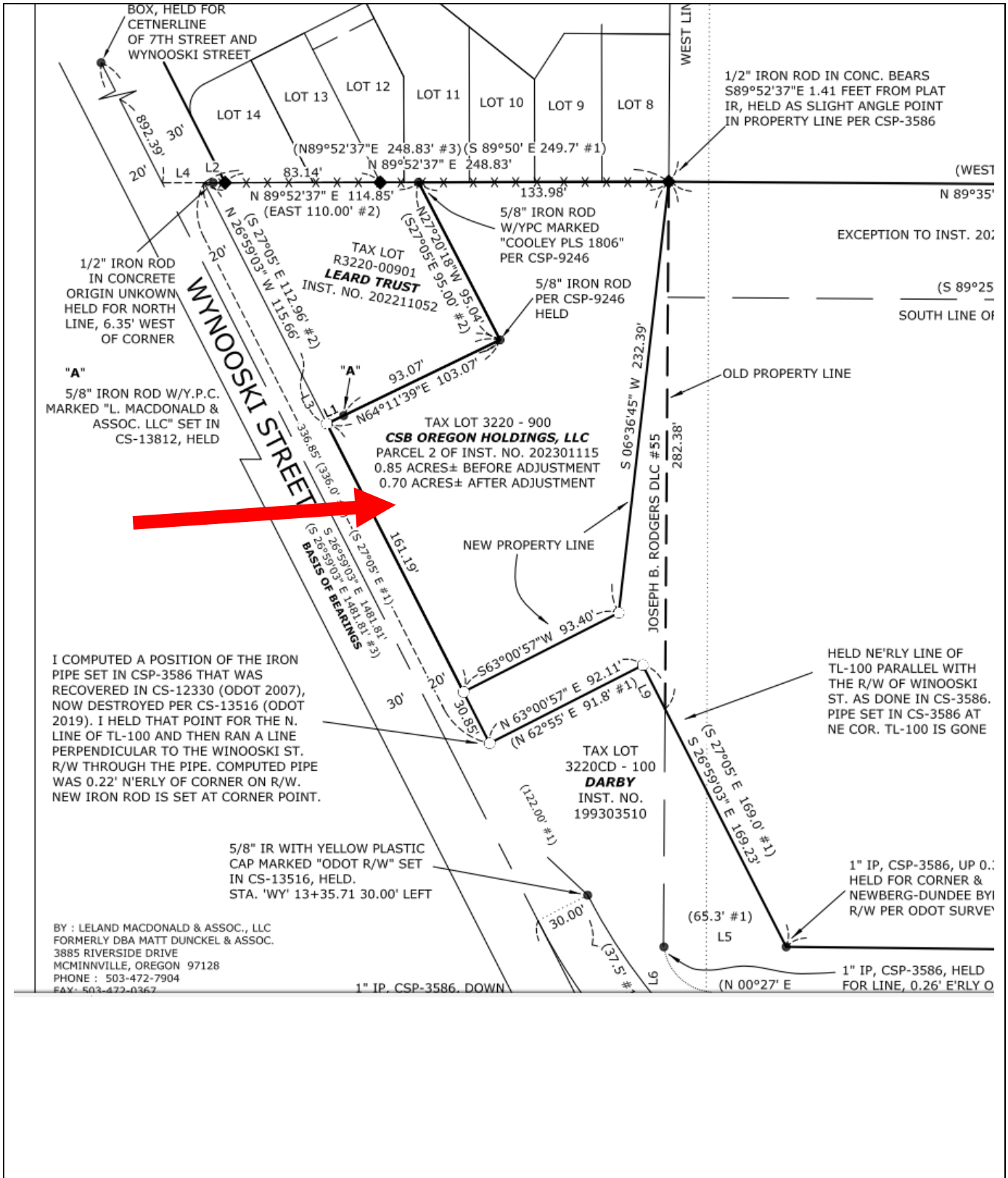
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS 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.

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

RECORDING REQUESTED BY:



115 N College St., Ste 2
Newberg, OR 97132

AFTER RECORDING RETURN TO:

Order No.: 471823125818-MJH
Timothy A. Richardson and Danielle R. Richardson, as
tenants by the entirety
176 W 14th St
Lafayette, OR 97127

SEND TAX STATEMENTS TO:

Timothy A. Richardson and Danielle R. Richardson
918 S Wynooski St
Newberg, OR 97132

APN/Parcel ID(s): 55530
Tax/Map ID(s): R3220 00900
918 S Wynooski Street, Newberg, OR 97132

Yamhill County Official Records	202307249
DMR-DDMR	08/04/2023 10:34:01 AM
Stn=6 MILLSA	
3Pgs \$15.00 \$11.00 \$5.00 \$60.00	\$91.00
I, Keri Hinton, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Keri Hinton - County Clerk	

SPACE A

STATUTORY WARRANTY DEED

CSB Holdings LLC, a Washington limited liability company, Grantor, conveys and warrants to Timothy A. Richardson and Danielle R. Richardson, 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 Yamhill, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FIVE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$565,000.00). (See ORS 93.030).

Subject to:

Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2023/24.

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

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

Granted to: City of Newberg
Purpose: Sewerlines
Recording Date: April 3, 1973
Recording No: Film Volume 93, page 1945
Affects: Reference is hereby made to said document for full particulars

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

Granted to: Michael D. Mahon
Purpose: Sanitary sewer
Recording Date: February 10, 1977
Recording No: Film Volume 117, page 1916
Affects: Reference is hereby made to said document for full particulars

The proposed transaction may be subject to statutory requirements for the partitioning or subdivision of land pursuant to Chapter 92 of Oregon Revised Statutes. Violation may subject parties to both civil and criminal penalties. Furthermore, title insurance policies do not provide coverage against violation of these statutes.

Any claim based on the failure to comply with the provisions of Governmental Laws and Regulations regarding the division of land.

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

TICOR TITLE 471823125818

STATUTORY WARRANTY DEED

(continued)

ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

Dated: 8-1-23

CSB Holdings LLC

B Casey Bernard
Casey Bernard
Member

State of Oregon
County of Washington

This instrument was acknowledged before me on 8/1/2023 by Casey Bernard, Member of CSB Holdings LLC, a Washington limited liability company.

Gracie Lynn Soliz
Notary Public - State of Oregon
My Commission Expires: 6/30/2026

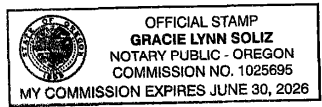


EXHIBIT "A"
Legal Description

A tract of land located in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in a portion of the Joseph B. Rogers Donation Land Claim No. 55, Yamhill County, Oregon, said tract being more particularly described as follows:

BEGINNING at an iron rod marking the southeast corner of Lot 8 of NOVA GRACE Subdivision, recorded January 8, 2018 in Volume 15, Page 40 in the records of the Yamhill County Surveyor, Yamhill County, Oregon, said rod being a point on the east line of said Rogers Claim; thence South 06°36'45" West 232.39 feet to an iron rod; thence South 63°00'57" West 93.40 feet to an iron rod on the northeasterly margin of Wynooski Street at a point that is 20.00 feet from the centerline thereof, when measured at right angles thereto; thence along said street margin North 26°59'03" West 161.19 feet to a iron rod marking the most southerly corner of that tract of land described in deed to Sandra Massey, Successor Trustee under the Leard Living Trust, by agreement dated September 15, 2003, recorded on August 10, 2022, as Instrument No. 202211052, Deed Record of Yamhill County, Oregon; thence North 64°11'39" East 103.07 feet to an iron rod marking the most easterly corner of said LEARD TRUST tract; thence North 27°20'18" West 95.04 feet to a iron rod marking the most northerly corner of said LEARD TRUST tract and being a point on the south line of Lot 11 of said NOVA GRACE Subdivision; thence along the south line of said subdivision North 89° 52'37" East 133.98 feet to the POINT OF BEGINNING.

EASEMENT

IN CONSIDERATION of the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00), the receipt of which is hereby acknowledged, by the grantor, grantor conveys to MICHAEL D. MAHON, his heirs, successors and assigns, hereinafter referred to as "grantee", a perpetual non-exclusive easement to use a strip of land 20 feet wide and bearing the following legal description:

A parcel of land twenty feet in width all lying in that certain tract of land described in Film Volume 80, Page 1534, Deed Records of Yamhill County, Oregon, lying ten feet on each side of the following described centerline which crosses said tract of land:

Commencing at the Southwest corner of the Richard Everest Donation Land Claim # 52, in Section 20, T. 3S., R.2W., W.M., thence N. 00° 27' E. - 313.05 feet more or less, along the West line of said Donation Land Claim to the North line of Block 1, "CAVELL'S ADDITION to the CITY OF NEWBERG", extended Easterly; thence along said North line extension N. 89° 57' W. - 20.63 feet more or less, to the Easterly line of Wynooski Street; thence along said Easterly line N. 27° 05' W. - 254.24 feet to the true point of beginning of the centerline herein described; thence N. 79° 20' E. - 352.37 feet to an existing City of Newberg manhole.

THE TERMS OF THIS EASEMENT ARE AS FOLLOWS:

1. Grantee, his agents, independent contractors, invitees and assigns shall use the easement strip for the installation of a sanitary sewer and in conjunction with such use, may construct, reconstruct, maintain and repair said sewer and sewer easement.

2. The parties shall cooperate during the periods of joint use so that each party's use shall cause the minimum of interference to the other and grantee will be responsible to the grantor for the

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restoration of the land as nearly as possible to its original condition upon completion of installation of the sewer on said property.

3. The grantor does hereby covenant with the grantee that he is in legal title and possession of the real property above described, that he has a good and lawful right to convey it, or any part thereof, and that he will forever warrant and defend the title thereto against claims of all persons whomsoever.

4. This easement is appurtenant to the real property owned by the grantor and described above and in the event of the sale of said property by the grantor the easement shall remain appurtenant to said land.

5. Receipt of the sum of \$250.00 of the above consideration on November 10, 1976 is hereby acknowledged by grantor.

In construing this easement and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, grantor has hereunto set his hand this 8 day of February, 1977.

James Leard
James Leard
Ina M. Leard
Ina M. Leard

STATE OF OREGON,)
County of Washington.) ss

On this 8 day of February, 1977, personally appeared the above named James Leard and Ina M. Leard, and acknowledged

2 - EASEMENT

286 RW2

to me that they executed the foregoing instrument as their voluntary act and deed.

Before me:

Wanda L Boney
Notary Public for Oregon.
My commission expires: 6-3-78



Return to:

JAMES F. McCAFFREY
Attorney at Law
11825 SW Greenburg Road
Tigard, Oregon 97223

STATE OF OREGON }
County of YAMHILL } ss

49337

I, Wanda Cstt. County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 1918 of Vol. 117 of the Records of Deeds for Yamhill County, Oregon, this 10 day of Feb A.D. 1977 at Tigard Oregon.



In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
Wanda Cstt. County Clerk

[Signature]
Deputy

3 - EASEMENT

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When recorded, return to:
MANN MORTGAGE, LLC
Attn: Final Document Department
1230 WHITEFISH STAGE
KALISPELL, MT 59901
406-890-6070

MAIL TAX STATEMENT TO:
MANN MORTGAGE, LLC
1220 Whitefish Stage, Kalispell, MT 59901

Title Order No.: 471823125818- MJH
Escrow No.: 471823125818- MJH
LOAN #: 4181348

Yamhill County Official Records	202307250
DMR-DTDMR	
Stn=6 MILLSA	08/04/2023 10:34:01 AM
18Pgs \$90.00 \$11.00 \$5.00 \$60.00	\$166.00
I, Keri Hinton, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Keri Hinton - County Clerk	

[Space Below This Line For Acknowledgment]

DEED OF TRUST COVER PAGE

This Cover Page **MUST** be attached with your recordable document

1. Grantor/Borrower Name(s) and Address:

Timothy A Richardson
176 W 14th St
Lafayette, OR 97127

Danielle R Richardson
176 W 14th St
Lafayette, OR 97127

2. Grantee/Lender Name and Address: **MANN MORTGAGE, LLC**

1220 Whitefish Stage
Kalispell, MT 59901

3. Trustee Name and Address: **Ticor Title Company of Oregon**

115 N College St Ste 2
Newberg, OR 97132

4. Name and Address of Nominee for Lender: **Mortgage Electronic Registration Systems, Inc.**

P.O. Box 2026
Flint, MI 48501-2026

5. The true and actual consideration paid for this transfer is **\$536,750.00**.

6. Until a change is requested, all tax statements shall be sent to the following address:

MANN MORTGAGE, LLC
1220 Whitefish Stage
Kalispell, MT 59901

Or. Rev. Stat. 205.234
ICE Mortgage Technology, Inc.

ORCOVER 0718
ORCOVER (CLS)
08/03/2023 10:57 AM PST



TICOR TITLE 471823125818

When recorded, return to:
MANN MORTGAGE, LLC
Attn: Final Document Department
1230 WHITEFISH STAGE
KALISPELL, MT 59901
406-890-6070

Title Order No.: 471823125818- MJH
Escrow No.: 471823125818- MJH
LOAN #: 4181348

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1000632-0004174344-2

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is TIMOTHY A RICHARDSON AND DANIELLE R RICHARDSON, AS TENANTS BY THE ENTIRETY

currently residing at 176 W 14th St, Lafayette, OR 97127.

Borrower is the grantor under this Security Instrument.

(B) "Lender" is MANN MORTGAGE, LLC.

Lender is a Limited Liability Company,
under the laws of Montana.

organized and existing
Lender's address is 1220 Whitefish Stage, Kalispell,
MT 59901.

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

(C) "Trustee" is Tigor Title Company of Oregon.

Trustee's address is 115 N College St Ste 2, Newberg, OR 97132.

The term "Trustee" includes any substitute/successor Trustee.

(D) "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.



Documents

(E) "Note" means the promissory note dated August 3, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender FIVE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100*****

***** Dollars (U.S. \$536,750.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than September 1, 2053.

(F) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider, Condominium Rider, Second Home Rider, 1-4 Family Rider, Planned Unit Development Rider, V.A. Rider, Other(s) [specify], MERS Rider

(G) "Security Instrument" means this document, which is dated August 3, 2023, together with all Riders to this document.

Additional Definitions

(H) "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.

(I) "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.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(K) "Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(P) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) "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.

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

(S) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(U) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY"

(V) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) "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 may be amended from time to time, or any additional or successor



federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) "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.

(Y) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

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 Yamhill:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 55530

which currently has the address of 918 S Wynooski St, Newberg [Street] [City]

Oregon 97132 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Oregon state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.



2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or



(cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) **Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) **Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) **Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.



7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument;



(vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA 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.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements)



provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.

In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) Settlement of Claims.

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

(e) Proceeding Affecting Lender's Interest in the Property.

Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver.

Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound.

Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees.

Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.



(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Oregon. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and/or trustees' fees and costs and other fees and costs associated with the enforcement of this Security Instrument, including but not limited to, foreclosure trustee's and sheriff's fees and costs, and title costs; (ii) property inspection and valuation fees; and (iii) other fees incurred unless prohibited by Applicable Law for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will 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 will cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee will give notice of sale in the manner prescribed by Applicable Law to Borrower and to other required recipients. At a time permitted by, and in accordance with, Applicable Law, Trustee, without further demand on Borrower, will 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order, or as otherwise required by Applicable Law: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons will pay any recordation costs associated with such reconveyance. 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.

28. Substitute Trustee. Lender may, from time to time, by itself or through the Loan Servicer, or any other duly appointed agent or nominee of Lender, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

29. Attorneys' and Others' Fees. Lender will be entitled to recover its reasonable attorneys' and/or foreclosure trustees' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument unless prohibited or restricted by Applicable Law. The term "attorneys' fees," whenever used in this Security Instrument, includes without limitation attorneys' fees incurred by Lender in any bankruptcy or appellate proceeding.



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

31. **Required Evidence of Property Insurance.**

WARNING

Unless Borrower provides Lender with evidence of the insurance coverage as required by this contract or loan agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest. This insurance may, but need not, also protect Borrower's interest. If the collateral becomes damaged, the coverage Lender purchases may not pay any claim Borrower makes or any claim made against Borrower. Borrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere.

Borrower is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to this contract or Borrower's loan balance. If the cost is added to this contract or Borrower's 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 Borrower's prior coverage lapsed or the date Borrower failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance Borrower can obtain on their own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

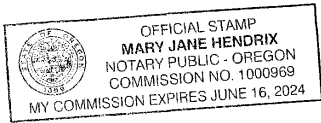
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

Timothy A Richardson 8-3-23 (Seal)
TIMOTHY A RICHARDSON DATE

Danielle R Richardson 8/3/2023 (Seal)
DANIELLE R RICHARDSON DATE

State of OR
County of Gambell

This record was acknowledged before me on Aug. 3, 2023 (date) by TIMOTHY A RICHARDSON AND DANIELLE R RICHARDSON.



Mary Jane Hendrix
Notary Public, State of OR

Lender: MANN MORTGAGE, LLC
NMLS ID: 2550
Loan Originator: Mia Richardson
NMLS ID: 2401331



LOAN #: 4181348
MIN: 1000632-0004174344-2

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER (“MERS Rider”) is made this **3rd** day of **August, 2023**, and is incorporated into and amends and supplements the Deed of Trust or Mortgage Deed (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 **MANN MORTGAGE, LLC, a Limited Liability Company**

(“Lender”) of the same date and covering the Property described in the Security Instrument, which is located at:
918 S Wynooski St, Newberg, OR 97132.

In addition to the representations, warranties, 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 **MANN MORTGAGE, LLC.**

Lender is **a Limited Liability Company** organized and existing under the laws of **Montana.** Lender’s address is **1220 Whitefish Stage, Kalispell, MT 59901.**

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 will 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 #: 4181348

B. TRANSFER OF RIGHTS IN THE PROPERTY

The TRANSFER OF RIGHTS IN THE PROPERTY section of the Security Instrument is amended to read as follows:

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

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF AS "EXHIBIT A".
APN #: 55530**

which currently has the address of **918 S Wynooski St, Newberg**, [Street] [City]

OR 97132 ("Property Address");
[State] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. 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; BORROWER'S PHYSICAL ADDRESS

Section 16 of the Security Instrument is amended to read as follows:

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or



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(ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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 be deemed to have been given to MERS only when actually received by MERS.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

D. SALE OF NOTE

Section 21 of the Security Instrument is amended to read as follows:

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security



LOAN #: 4181348

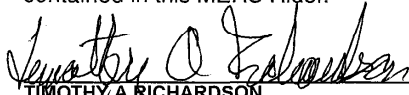
Instrument will convey to Lender's successors and assigns. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.

E. SUBSTITUTE TRUSTEE

Section 28 of the Security Instrument is amended to read as follows:

28. 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 will succeed to all the title, power, and duties conferred upon Trustee and by Applicable Law.

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


TIMOTHY A RICHARDSON 8/3/23 (Seal)
DATE


DANIELLE R RICHARDSON 8/3/2023 (Seal)
DATE



EXHIBIT "A"
Legal Description

A tract of land located in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in a portion of the Joseph B. Rogers Donation Land Claim No. 55, Yamhill County, Oregon, said tract being more particularly described as follows:

BEGINNING at an iron rod marking the southeast corner of Lot 8 of NOVA GRACE Subdivision, recorded January 8, 2018 in Volume 15, Page 40 in the records of the Yamhill County Surveyor, Yamhill County, Oregon, said rod being a point on the east line of said Rogers Claim; thence South 06°36'45" West 232.39 feet to an iron rod; thence South 63°00'57" West 93.40 feet to an iron rod on the northeasterly margin of Wynooski Street at a point that is 20.00 feet from the centerline thereof, when measured at right angles thereto; thence along said street margin North 26°59'03" West 161.19 feet to a iron rod marking the most southerly corner of that tract of land described in deed to Sandra Massey, Successor Trustee under the Leard Living Trust, by agreement dated September 15, 2003, recorded on August 10, 2022, as Instrument No. 202211052, Deed Record of Yamhill County, Oregon; thence North 64°11'39" East 103.07 feet to an iron rod marking the most easterly corner of said LEARD TRUST tract; thence North 27°20'18" West 95.04 feet to a iron rod marking the most northerly corner of said LEARD TRUST tract and being a point on the south line of Lot 11 of said NOVA GRACE Subdivision; thence along the south line of said subdivision North 89° 52'37" East 133.98 feet to the POINT OF BEGINNING.

918 Wynooski St Annexation

Attachment C

Measure 49 Waiver

WAIVER OF EXPIRATION OF ANNEXATION CONSENT

WHEREAS: The undersigned

Timothy A. Richardson
Danielle B. Richardson

as

owner(s) of certain property have signed a consent to annex that property to the City of Newberg, Oregon, which consent is attached; and

WHEREAS: ORS 222.173 provides that "only statements of consent to annexation which are filed within any one-year period shall be effective, unless separate written agreement waiving the one-year period or prescribing some other period of time has been entered into between an owner of land or an elector and the city."; and

WHEREAS: The owner(s) desire that this consent to annex be valid until the property is annexed.

NOW, THEREFORE:

The undersigned do hereby request that the attached consent to annex be valid until the property is annexed to the City of Newberg, Oregon

In construing this consent, the singular includes the plural as circumstances may require.

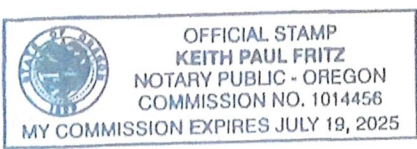
IN WITNESS WHEREOF, Petitioner has caused these presents to be executed this 4th day of December, 2023

Timothy Richardson
Timothy Richardson
Danielle B. Richardson
Danielle Richardson

STATE OF Oregon, County of Yamhill ss 12/04/2023
month/day/year

Personally appeared the above named Timothy A. Richardson, Danielle B. Richardson

and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: Keith Paul Fritz
Keith Paul Fritz
Notary Public for:
State of Oregon
My commission expires:
July 19, 2025

918 Wynooski St Annexation

Attachment D

Annexation Consent

ANNEXATION CONSENT

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF NEWBERG, OREGON:

The undersigned Timothy A. Richardson
Danielle R. Richardson

being the sole owner of the real premises described in Exhibit A attached hereto and incorporated by reference herein, and generally known as (address) 918 Wynross St and (tax lot) R3320-C0900, does hereby consent to the annexation of such territory above described to the City of Newberg, Oregon.

The undersigned does hereby respectfully petition that the real premises described in Exhibit A be annexed to the City of Newberg, Oregon, in the manner provided by the laws of the State of Oregon and the Charter and Ordinances of the City of Newberg, Oregon.

This consent is binding upon the heirs, successors, and assigns of the above listed property.

In construing this consent, the singular includes the plural as circumstances may require.

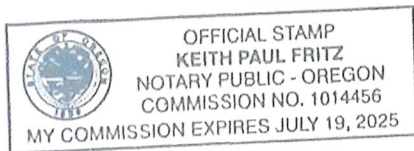
IN WITNESS WHEREOF, Petitioner has caused these presents to be executed this 4th day of December, 2023.

Timothy A. Richardson
Danielle R. Richardson

STATE OF Oregon, County of Wash. ss 12 / 04 / 2023
Month / day / year

Personally appeared the above named Timothy A. Richardson
Danielle R. Richardson

and acknowledged the foregoing instrument to be Their voluntary act and deed.



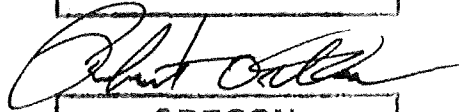
Before me: Keith Paul Fritz
Keith Paul Fritz
Notary Public for State of Oregon
My commission expires July 19, 2025

ANNEXATION

EXHIBIT A

Parcel 2, Instrument Number 202301115, Yamhill County Records, 0.70 acres more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 13, 2004
ROBERT D. HAMMAN
64202LS

EXPIRES: 6/30/2025

918 Wynooski St Annexation

Attachment E

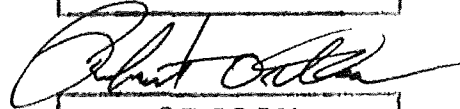
Map and Legal Description of Property

ANNEXATION

EXHIBIT A

Parcel 2, Instrument Number 202301115, Yamhill County Records, 0.70 acres more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



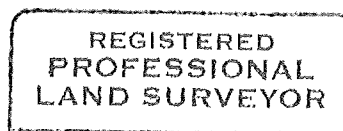
OREGON
JULY 13, 2004
ROBERT D. HAMMAN
64202LS

EXPIRES: *6/30/2025*

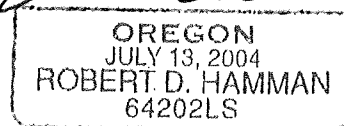
EXHIBIT A

Right-Of-Way Dedication

Commencing at a 5/8" iron rod at the Southeast corner of Lot 8, Nova Grace Subdivision, located in the Southwest Quarter of Section 20, Township 3 South, Range 2 West, of the Willamette Meridian, City of Newberg, Yamhill County, Oregon; thence South 89°52'37" West 133.98 feet; thence South 27°20'18" East 95.04 feet; thence South 64°11'39" West 103.07 feet to the East Right-of-Way of Wynooski Street and the True Point of Beginning of a 10.00 foot wide Right-of-Way Dedication; thence along said South Right-of-Way line South 26°59'03" East 161.39 feet; thence North 63°00'57" East 10.00 feet; thence North 26°59'03" West 160.98 feet; thence South 64°11'39" West 10.00 to the Point of Beginning and containing 1611 square feet, more or less.



A handwritten signature in cursive script, appearing to read "Robert D. Hamman".

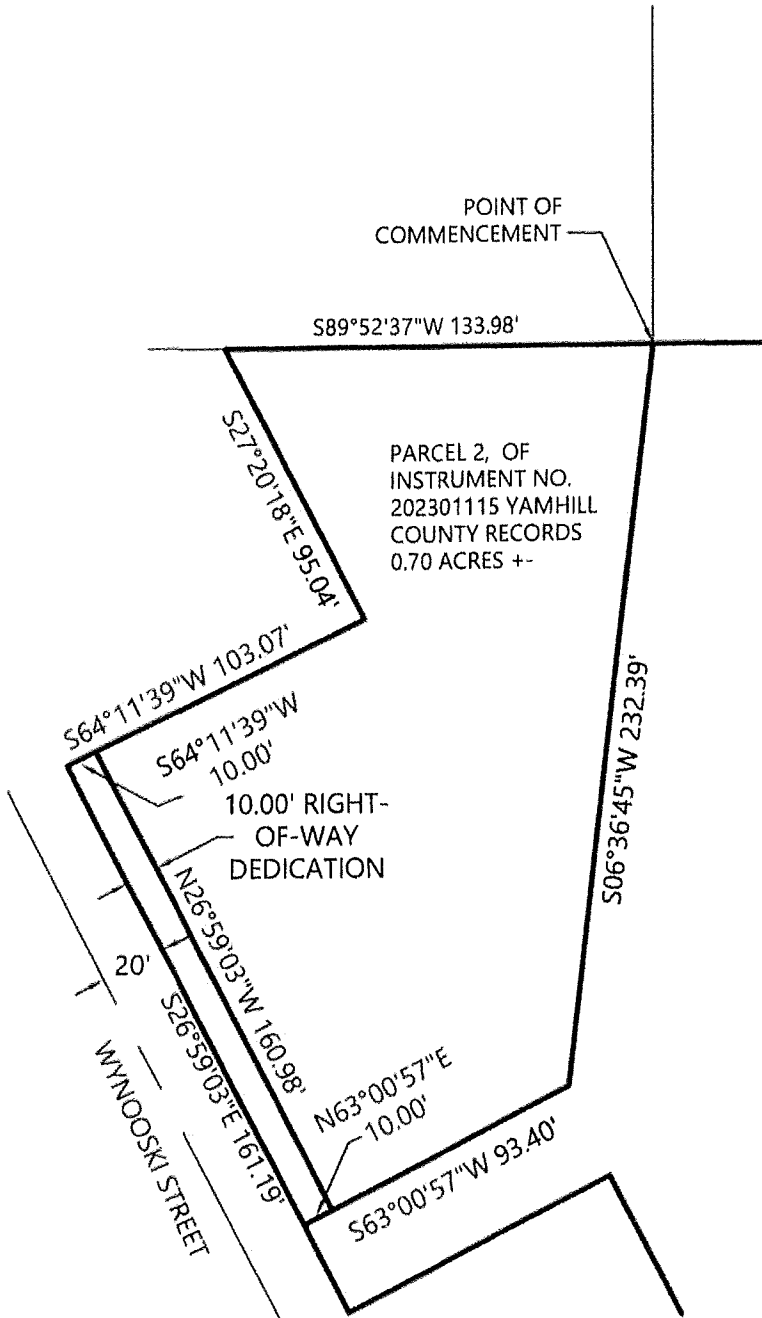


EXPIRES: 6/30/2025

EXHIBIT B



1" = 60'
10/4/2023
#7625



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
ROBERT D. HAMMAN
64202LS

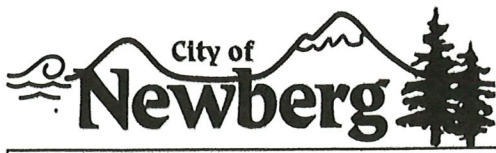
EXPIRES: 6-30-2025

BY:
MULTI/TECH ENGINEERING SERVICES, INC.
1155 13TH ST. S.E. SALEM, OREGON 97302
503-363-9227

918 Wynooski St Annexation

Attachment F

Public Notice Information



Community Development Department

P.O. Box 970 • 414 E First Street • Newberg, Oregon 97132
503-537-1240. Fax 503-537-1272 www.newbergoregon.gov

NOTICE OF PLANNING COMMISSION HEARING ON A PROPOSED ANNEXATION

A property owner in your neighborhood submitted an application to the City of Newberg to annex approximately 0.70 acres at 918 Wynooski Street, Yamhill County tax lot R3320-00900. The Newberg Planning Commission will hold a hearing on **Date of Hearing** at 7pm at the Newberg Public Safety Building, 401 E. Third Street, Newberg, OR, to evaluate the proposal. You are invited to take part in the City's review of this project by sending in your written comments or testifying before the Planning Commission. For more details about giving comments, please see the back of this sheet.

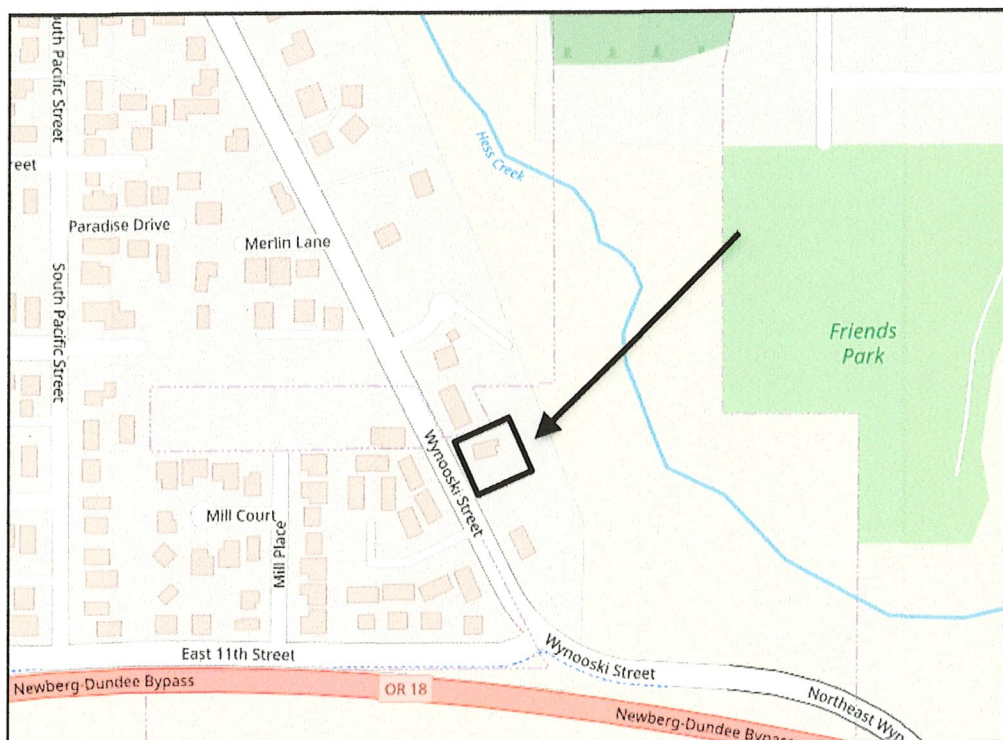
The application would annex one lot and change its zoning from Yamhill County LDR-9000 to Newberg R2 residential.

APPLICANT: Yamhill Land Development Services LLC
TELEPHONE: 503-563-0330

PROPERTY OWNERS: Timothy and Danielle Richardson
918 Wynooski St.
Newberg, OR 97132

LOCATION: 918 Wynooski St.
Newberg, OR 97132

TAX LOT NUMBER: Yamhill County Tax Map R3220-00900



We are mailing you information about this project because you own land within 500 feet of the proposed annexation. We invite you to participate in the land use hearing scheduled before the Planning Commission. If you wish to participate in the hearing, you may do so in person or be represented by someone else. You also may submit written comments. Oral testimony is typically limited to five minutes per speaker.

If you mail your comments to the City, please put the following information on the outside of the envelope:

Written Comments: File No.XX
City of Newberg
Community Development Department
PO Box 970
Newberg, OR 97132

All written comments must be received by 4:30 p.m. on **(enter date seven days from date of the hearing.)** Written information received after this time will be read out loud at the hearing subject to time limits for speakers, and will be included in the record if there are further proceedings.

You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E. First Street. You can also buy copies of the information for a cost of 25 cents a page. A staff report relating to the proposal will be available for inspection at no cost seven days prior to the public hearing. If you have any questions about the project, you can call the Newberg Planning Division at 503-537-1215.

Any issue which might be raised in an appeal of this case to the Land Use Board of Appeals (LUBA) must be raised during the public hearing process. You must include enough detail to enable the decision maker an opportunity to respond. The applicable criteria used to make a decision on this application for annexation are found in Newberg Development Code Section 15.250.030.

Prior to the conclusion of the initial evidentiary hearing, any participant may request an opportunity to present additional evidence, arguments or testimony regarding the application through a continuance or extension of the record. Failure of an issue to be raised in the hearing, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue precludes appeal to the State Land Use Board of Appeals based on that issue.

The Planning Commission will make a recommendation at the end of the public hearing. Their recommendation will be forwarded to the City Council, Who also will hold a hearing on the application. If you participate in the public hearing process, either by testifying at the public hearing, or by sending in written comments, we will send you information about any decision made by the City relating to this project.

Date Mailed: ***Date notice is mailed***

ACCOMMODATION OF PHYSICAL IMPAIRMENTS:

In order to accommodate persons with physical impairments, please notify the City Recorder's office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please contact the City Recorder at 503-537-1283. For TRS services please dial 711.

POSTED NOTICE

Land Use Notice

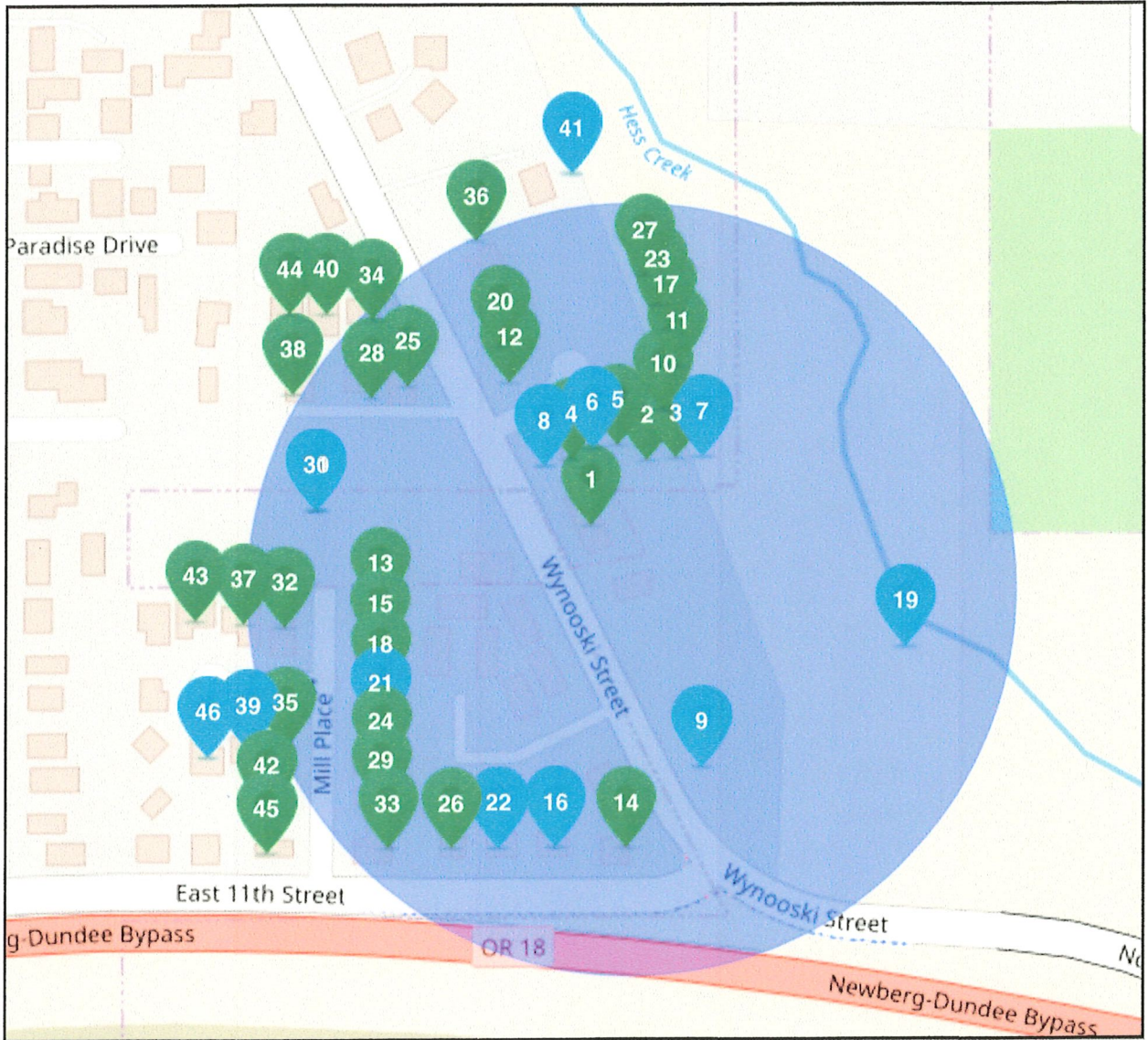
FILE # _____

PROPOSAL: Annexation of 918 Wynooski St Newberg, OR 97132

FOR FURTHER INFORMATION, CONTACT:
City of Newberg
Community Development Department
414 E First Street
Phone: 503-537-1240

Notice must be white with black letters, and must be landscape orientation, as shown above.
The notice must be lettered using block printing or a "sans-serif" font, such as Arial.

Notice Map



Kenneth Leard
910 S WYNOOSKI ST
NEWBERG OR 97132

Hannah Benedict & Jeremy Benedict
1746 E DARBY CT
NEWBERG OR 97132

Philip Casper & Angela Stalker
1752 E DARBY CT
NEWBERG OR 97132

Dylan Kodad & Grace Kodad
1734 E DARBY CT
NEWBERG OR 97132

Octavio Antillon &
Rosangelica Alcaraz
1742 E DARBY CT
NEWBERG OR 97132

Tyler Van Hoomissen
2650 COEUR D ALENE DR
WEST LINN OR 97068

Tarren Engberg & Rebecca Engberg
11395 SW TOULOUSE ST 304
WILSONVILLE OR 97070

Darby Court Llc
21044 N COBURG RD
HARRISBURG OR 97446

Christine Darby
1012 NE WYNOOSKI RD
NEWBERG OR 97132

Randall Guillory &
Kimberly Guillory
1760 E DARBY CT
NEWBERG OR 97132

Hughes & Trevor Hughes
1764 E DARBY CT
NEWBERG OR 97132

Jason Windell & Haily Windell
1731 E DARBY CT
NEWBERG OR 97132

James Tingey & Kimberly Tingey
918 S MILL PL
NEWBERG OR 97132

Megan Stark
1015 S WYNOOSKI ST
NEWBERG OR 97132

Ryan Voss
920 S MILL PL
NEWBERG OR 97132

Scott Twenge & Sheri Twenge
PO BOX 762
NEWBERG OR 97132

Abriana Wedin & Amber Wedin
1751 E DARBY CT
NEWBERG OR 97132

Jonathan Martling
1002 S MILL PL
NEWBERG OR 97132

Timothy Richardson
176 W 14TH ST
LAFAYETTE OR 97127

Derek Rodrigues
840 S WYNOOSKI ST
NEWBERG OR 97132

Eustolio Arreola & Grace Arreola
2901 E 2ND ST 126
NEWBERG OR 97132

Scott Twenge & Sheri Twenge
PO BOX 762
NEWBERG OR 97132

Aron Moore & Annie Moore
1747 E DARBY CT
NEWBERG OR 97132

Edith Pena & Ruben Jimenez
1010 S MILL PL
NEWBERG OR 97132

Daren Rodrigues & Derek Rodrigues
813 S WYNOOSKI ST
NEWBERG OR 97132

Noe Hernandez
1701 E 11TH ST
NEWBERG OR 97132

Brittney Ragland & Austin Ragland
1743 E DARBY CT
NEWBERG OR 97132

Salvador Rojo & Abel Rojo
815 S WYNOOSKI ST
NEWBERG OR 97132

Patricia Espinal & Pedro Hernandez
1014 S MILL PL
NEWBERG OR 97132

Norman Smith & Lorren Smith
917 NE WYNOOSKI RD
NEWBERG OR 97132

Norman Smith & Lorren Smith
917 NE WYNOOSKI RD
NEWBERG OR 97132

Antonio Clement
1525 E MILL CT
NEWBERG OR 97132

Sara Ewen & Matthew Bird
1016 S MILL PL
NEWBERG OR 97132

Andra Lunstrum & Kathleen Mann
1622 E MERLIN LN
NEWBERG OR 97132

Nathan Seaton & Kristen Seaton
1524 E MILL CT
NEWBERG OR 97132

Scott Majdecki & Karin Majdecki
810 S WYNOOSKI ST
NEWBERG OR 97132

Thomas Robertson
1521 E MILL CT
NEWBERG OR 97132

Ricardo Chimelis
835 S WYNOOSKI ST
NEWBERG OR 97132

Potter Holdings Llc
PO BOX 566
NEWBERG OR 97132

Larry Savarino
1616 E MERLIN LN
NEWBERG OR 97132

Kelly Phelps & Patrick Thomas
800 S WYNOOSKI ST
NEWBERG OR 97132

Jeffrey Modjeski & Melissa Modjeski
1015 S MILL PL
NEWBERG OR 97132

Chris Leavitt
1519 E MILL CT
NEWBERG OR 97132

Casey Cappoen
1610 E MERLIN LN
NEWBERG OR 97132

Tyler Matlock & Danika Matlock
1017 S MILL PL
NEWBERG OR 97132

Cintha Mendez & Magdiel Rodriguez
29125 SW MEEK LOOP 220
WILSONVILLE OR 97070

918 Wynooski St Annexation

Attachment G

Hardship Connection Memo

Sanitary Sewer Connection Request

August 24, 2023

Prepared for: CBS Holdings LLC
375 SW Viewmont Drive
Dundee, OR 97115

Site Address: 918 S Wynooski St.
Newberg, OR 97132

Tax Lot: R3220 00900

Prepared by: Yamhill Land Development Services LLC
Daniel Danicic, PE
PO Box 1042
Newberg, OR 97132

Project Description

The owner of the single family dwelling at 918 S. Wynooski St Newberg, OR 97132 submitted a septic repair permit request to Yamhill County. The Yamhill County Environmental Health Specialist determined OAR-340-071-0160 mandates a connection to a municipal sewerage system when it is within 300 feet. There is a City of Newberg sanitary sewer line within 50 feet. See a copy of the County correspondence below

This property meets the criteria for connection to the municipal sanitary sewer system per Newberg Municipal Code Section 13; Chapter 13.10.260. See below for assessment of compliance.

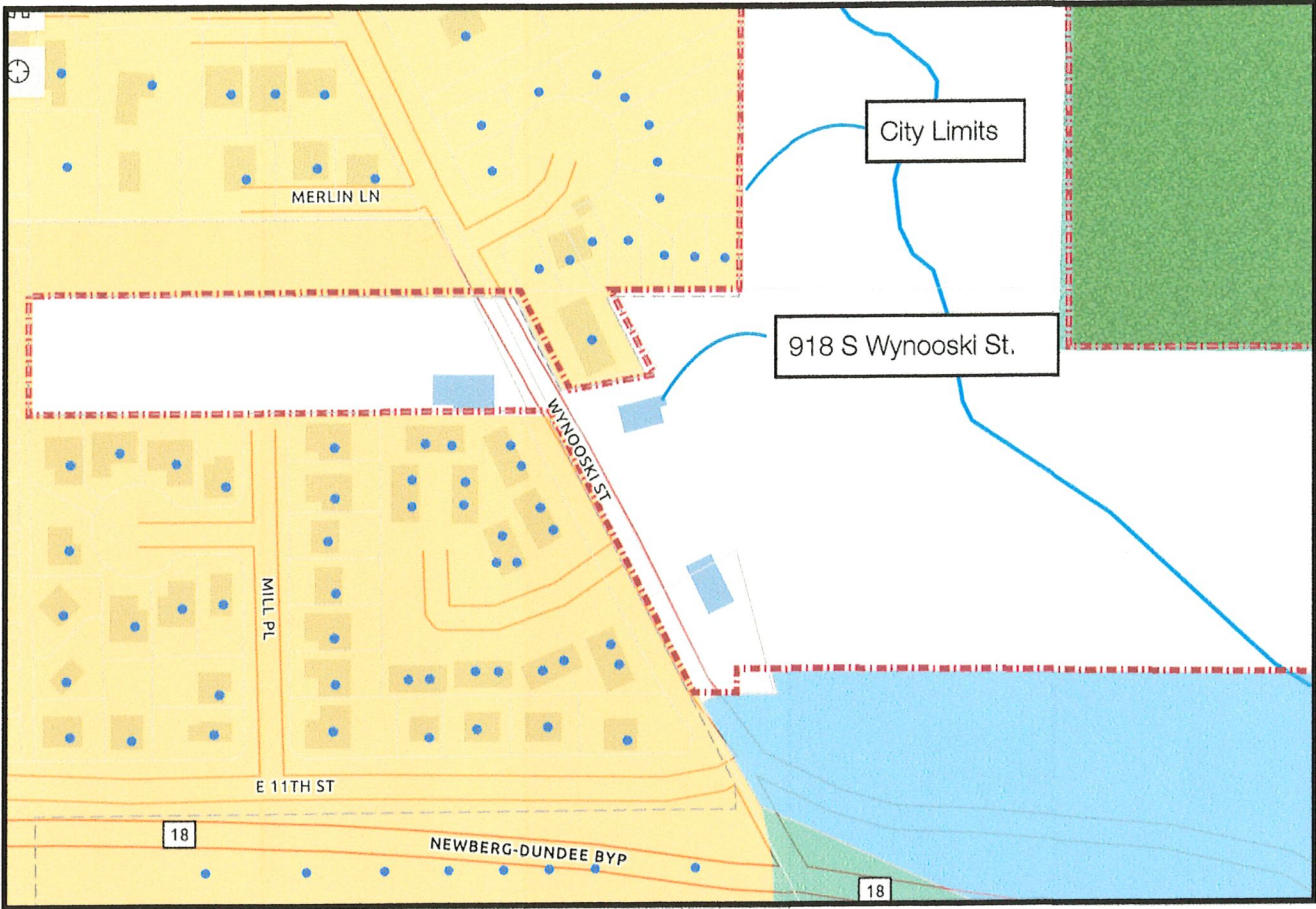
A sketch of the proposed connection from the dwelling unit to the municipal system is shown below. Once a connection is approved, the owner will submit for the appropriate city permits.

The property owner therefore requests approval from the City of Newberg to connect the existing house to the municipal sanitary sewer system.



Expires 12/21/23

Site Location



Connection Approval Criteria

Title 13 - PUBLIC UTILITIES AND SERVICES

13.10 Wastewater

13.10.260 Customers outside city.

A. No new connection to the municipal wastewater system of the city shall be extended outside the corporate city limits, within or without the urban growth boundary, except to an existing dwelling. The new connection shall be used only to supply wastewater use to an existing structure and will not be used to allow any new development.

RESPONSE: The requested sanitary sewer connection is to serve only one existing dwelling unit and will not be used for new development. Criteria is met.

B. Connection of the city wastewater system to dwellings outside the city limits shall be extended only in cases where the city has determined the existing service (i.e., septic tank or cesspool) to the dwelling cannot be repaired and shall be discontinued.

RESPONSE: This request is being made as directed by Yamhill County Environmental Health Specialist. OAR-340-071-0160 mandates that the property connect to the Newberg municipal sanitary sewer system because the home is within 300 feet of the city system. Criteria is met.

1. *Owner Responsible.* The person who owns the premises served by the wastewater system shall be responsible for payment of wastewater user charge for that property, notwithstanding the fact that the property may be occupied by a tenant or other occupant who may be required by the owner to pay the charges.

2. *Billing – Payment of User Charges.* Users outside the city shall be billed monthly in accordance with the rate schedule approved by the city council.

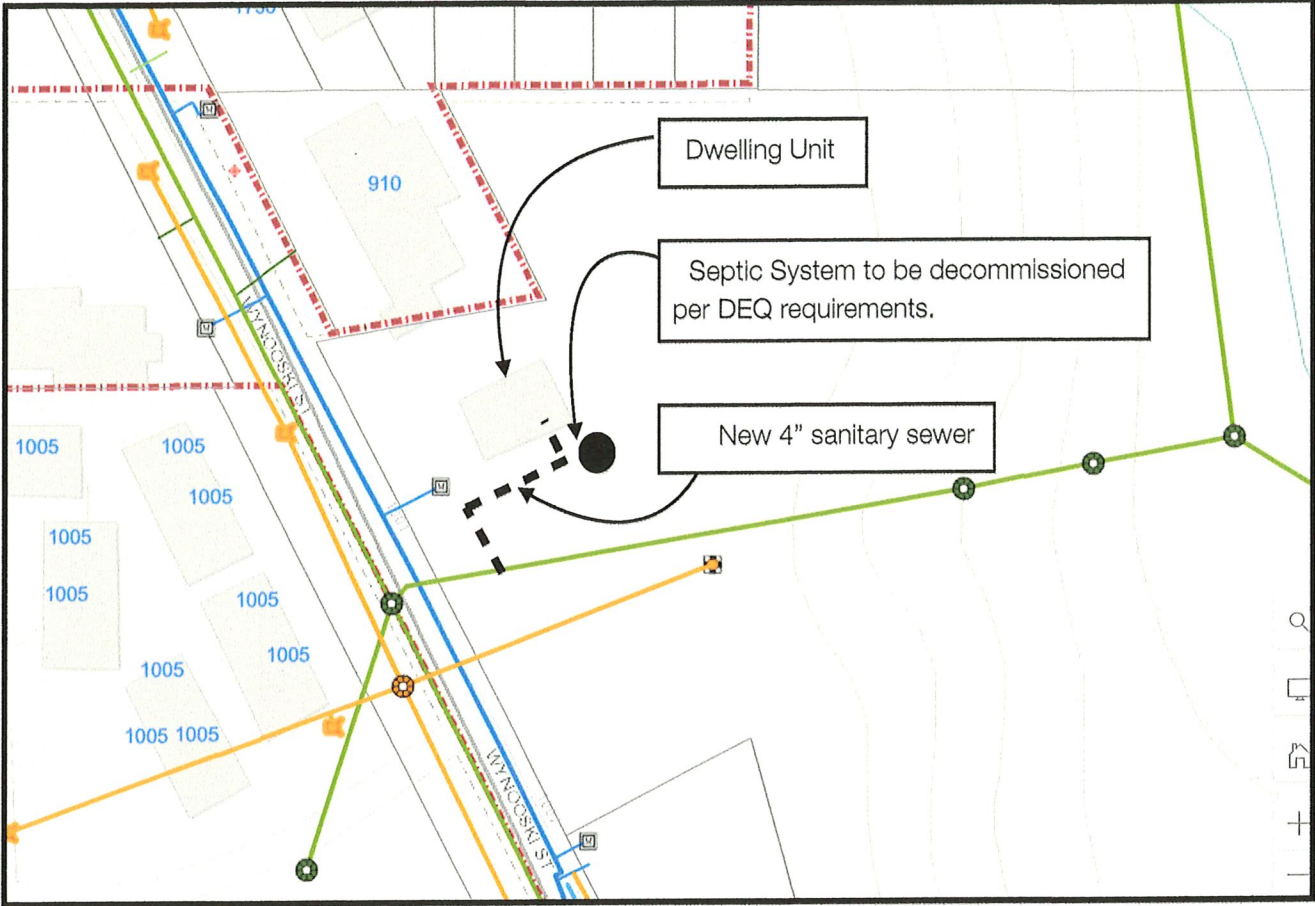
C. *User Charges – Delinquency.* Wastewater user charges levied in accordance with this chapter shall be a debt due to the city and a lien upon the property. If this debt is not paid within 30 days after it shall be due and payable, it shall be deemed delinquent and may be recovered by civil action in the name of the city against the property owner, the person or both.

D. *Discontinuance of Service.* In the event of failure to pay wastewater charges after they have become delinquent, the city shall have the right to remove or close wastewater system connections and enter upon the property for accomplishing such purposes. The expense of such discontinuance, removal, or closing, as well as the expense of restoring service, shall be a debt due to the city and lien upon the property and may be recovered by civil action in the name of the city against the property owner, the person or both.

E. *Restoration of Service.* Wastewater service shall not be restored until all charges, and the expense of removal, closing, and restoration, have been paid. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating these penalties.

RESPONSE: The property owner will comply with these requirements.

Proposed Sanitary Sewer Connection



Notice from Yamhill County

On Thursday, June 1, 2023 at 01:48:04 PM PDT, Suzanne Richardson <richardsons@co.yamhill.or.us> wrote:

Casey,

I checked with the City of Newberg Water Department to confirm that no sewer connection was available within 300' of the property line. They stated that there is a sewer connection point available by gravity on the property already. As such, I cannot issue a septic repair installation permit for this property even though the soils are suitable. It must be connected to community sewer.

From OAR-340-071-0160

(4) Permit denial. The agent must deny a permit if any of the following occurs:

(f) A sewerage system that can serve the proposed sewage flow is both legally and physically available, as described in paragraphs (A) and (B) of this subsection.

(A) Physical availability. A sewerage system is considered available if topographic or man-made features do not make connection physically impractical and one of the following applies:

(i) For a single family dwelling or other establishment with a maximum projected daily sewage flow not exceeding 899 gallons, the nearest sewerage connection point from the property to be served is within 300 feet.

Suzan

Suzanne Richardson, REHS
Yamhill County Planning and Development
Environmental Health Specialist
richardsons@co.yamhill.or.us
(503)434-7516

YAMHILL LAND DEVELOPMENT SERVICES LLC

January 30, 2024

James Dinghall, Assistant Planner

City of Newberg

414 E First St.

Newberg, OR 97132

Re: Incomplete Notice - ANX23-0001

Please find attached our response to the Incomplete Notice dated January 5, 2024 as follows:

1. A site map, existing conditions map, or property map showing an easement for the public wastewater line that crosses the property.

RESPONSE: Property map with easement identified is attached.

2. There is an inconsistency between the tax lot number identified in the application materials, title report, and documentation from Yamhill County's land use decision (R3320 00900) and both the City and Yamhill County's online mapping tools (R3220CD 07100). Please provide written documents from the applicant or title report provider addressing this discrepancy to clarify the existing tax lot number of the subject property.

RESPONSE: Tax lot 00900 was recently subjected to a lot line adjustment approved by Yamhill County. Through the recording process the county changed the tax lot number to 01700. The annexation application was prepared and submitted before this change occurred and of which we were unaware. Attached is correspondence from the title company confirming that the subject lot owned by the Richardsons and the subject of this annexation application is now tax lot 1700.

3. The City's GIS mapping indicates that the Stream Corridor Overlay District runs within a portion of the southeast corner of the tax lot proposed to be annexed. While there are no criteria related to the stream corridor in the Quasi-judicial annexation criteria (NMC 15.250.030), future development, including permits required for connection to the wastewater system, will be required to address the stream corridor.

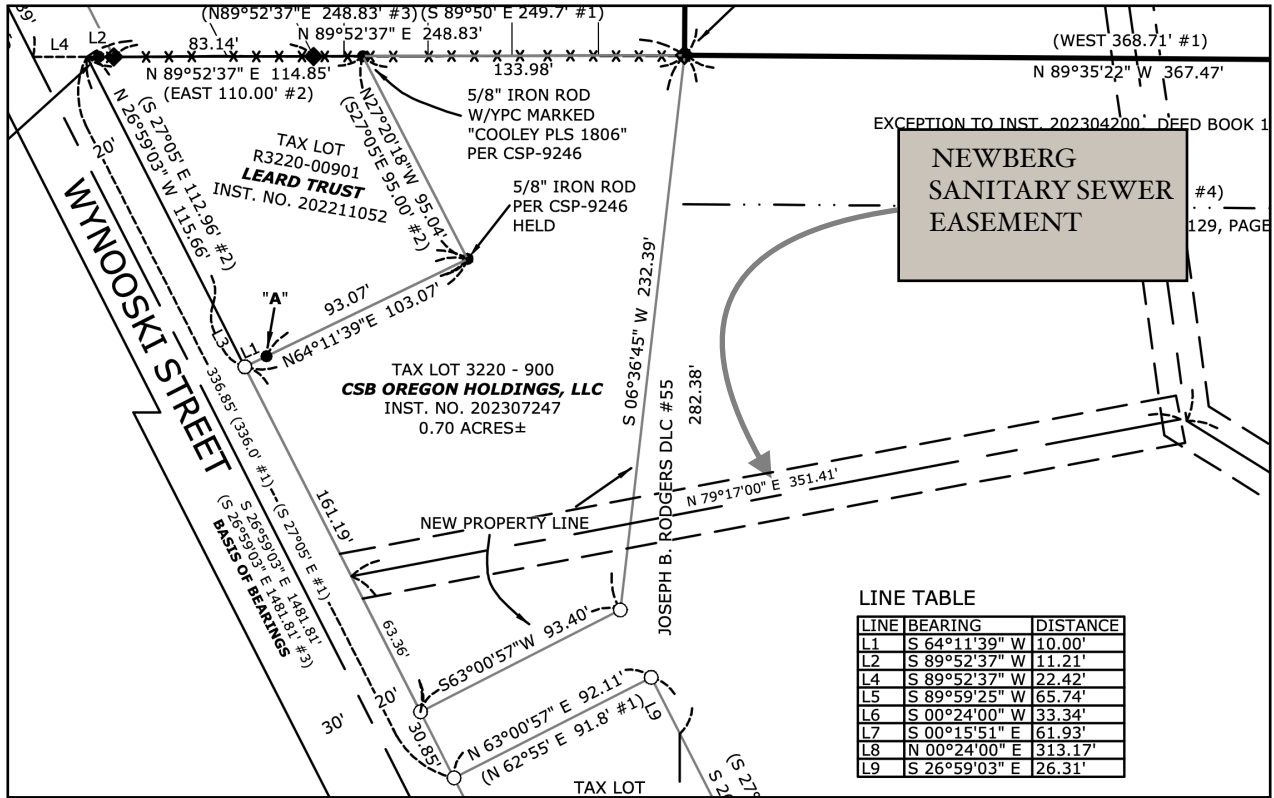
RESPONSE: The applicant understands that should there be redevelopment of the property after annexation, that stream corridor impact will need to be addressed.

Please let us know if additional information is needed for this application.

Regards,

A handwritten signature in black ink, appearing to read "Daniel Danicic". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Daniel Danicic, PE



Property Map Identifying Sanitary Sewer Easement



Clark, Deborah

Inbox -...s@gmail.com

11:37 AM

RE: 918 wynooski - Tax Lot Number 471823125818




To: Daniel Danicic, Cc: OR-TTC-Newberg Team MaryJane Inbox, Casey Bernard

[Details](#)

This message was sent securely using Zix®

Hello,

I have done some further research regarding the tax accounts assigned to the properties. I do see that the county has assigned Tax Lot R3220CD 07100/Account 718202 to the portion purchased by the Richardsons. There were no taxes levied under that account for the 2023-2024 tax year, however, so this account won't actually be used for assessment of property taxes until the 2024-2025 tax year. I hope that helps to clarify the issue with the tax lotting. The County has created a new tax map which reflects the parcel with that tax lot number. I have attached it for your reference.

Deborah Clark 

Sr. Title Officer/Asst. Vice Pres.
Portland Title Group representing
Ticor Title Company and Fidelity National Title
1455 SW Broadway, Ste. 1450
Portland, OR. 97201
(503) 535-3743 Direct
deborah.clark@titlegroup.fntg.com



TAX LOT NUMBER DISCREPANCY



1455 SW Broadway, Suite 1450
(503)646-4444

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

To ("Customer"): Casey Bernard
375 SW Viewmont Drive
Dundee, OR 97115

Customer Ref.: _____
Order No.: 471823128760
Effective Date: December 8, 2023 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:

Timothy A. Richardson and Danielle R. Richardson, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

918 Wynooski Street, Newberg, OR 97132

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

Granted to: Michael D. Mahon
Purpose: Sanitary sewer
Recording Date: February 10, 1977
Recording No: Film Volume 117, page 1916
Affects: Reference is hereby made to said document for full particulars

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

Amount: \$536,750.00
Dated: August 3, 2023
Trustor/Grantor: Timothy A. Richardson and Danielle R. Richardson, as tenants by the entirety
Trustee: Ticor Title Company of Oregon
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Mann Mortgage, LLC
Loan No.: 4181348/MERS: 1000632-0004174344-2
Recording Date: August 4, 2023
Recording No: 202307250

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

Fiscal Year: 2023-2024
Amount: \$2,766.54
Levy Code: 29.2
Account No.: 55530
Map No.: R3220 00900

End of Reported Information

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

Deborah Clark
5035353743
deborah.clark@titlegroup.fntg.com

Ticor Title Company of Oregon
1455 SW Broadway, Suite 1450
Portland, OR 97201

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 55530
For Tax Map ID(s): R3220 00900

A tract of land located in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in a portion of the Joseph B. Rogers Donation Land Claim No. 55, Yamhill County, Oregon, said tract being more particularly described as follows:

BEGINNING at an iron rod marking the southeast corner of Lot 8 of NOVA GRACE Subdivision, recorded January 8, 2018 in Volume 15, Page 40 in the records of the Yamhill County Surveyor, Yamhill County, Oregon, said rod being a point on the east line of said Rogers Claim; thence South 06°36'45" West 232.39 feet to an iron rod; thence South 63°00'57" West 93.40 feet to an iron rod on the northeasterly margin of Wynooski Street at a point that is 20.00 feet from the centerline thereof, when measured at right angles thereto; thence along said street margin North 26°59'03" West 161.19 feet to a iron rod marking the most southerly corner of that tract of land described in deed to Sandra Massey, Successor Trustee under the Leard Living Trust, by agreement dated September 15, 2003, recorded on August 10, 2022, as Instrument No. 202211052, Deed Record of Yamhill County, Oregon; thence North 64°11'39" East 103.07 feet to an iron rod marking the most easterly corner of said LEARD TRUST tract; thence North 27°20'18" West 95.04 feet to a iron rod marking the most northerly corner of said LEARD TRUST tract and being a point on the south line of Lot 11 of said NOVA GRACE Subdivision; thence along the south line of said subdivision North 89° 52'37" East 133.98 feet 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.

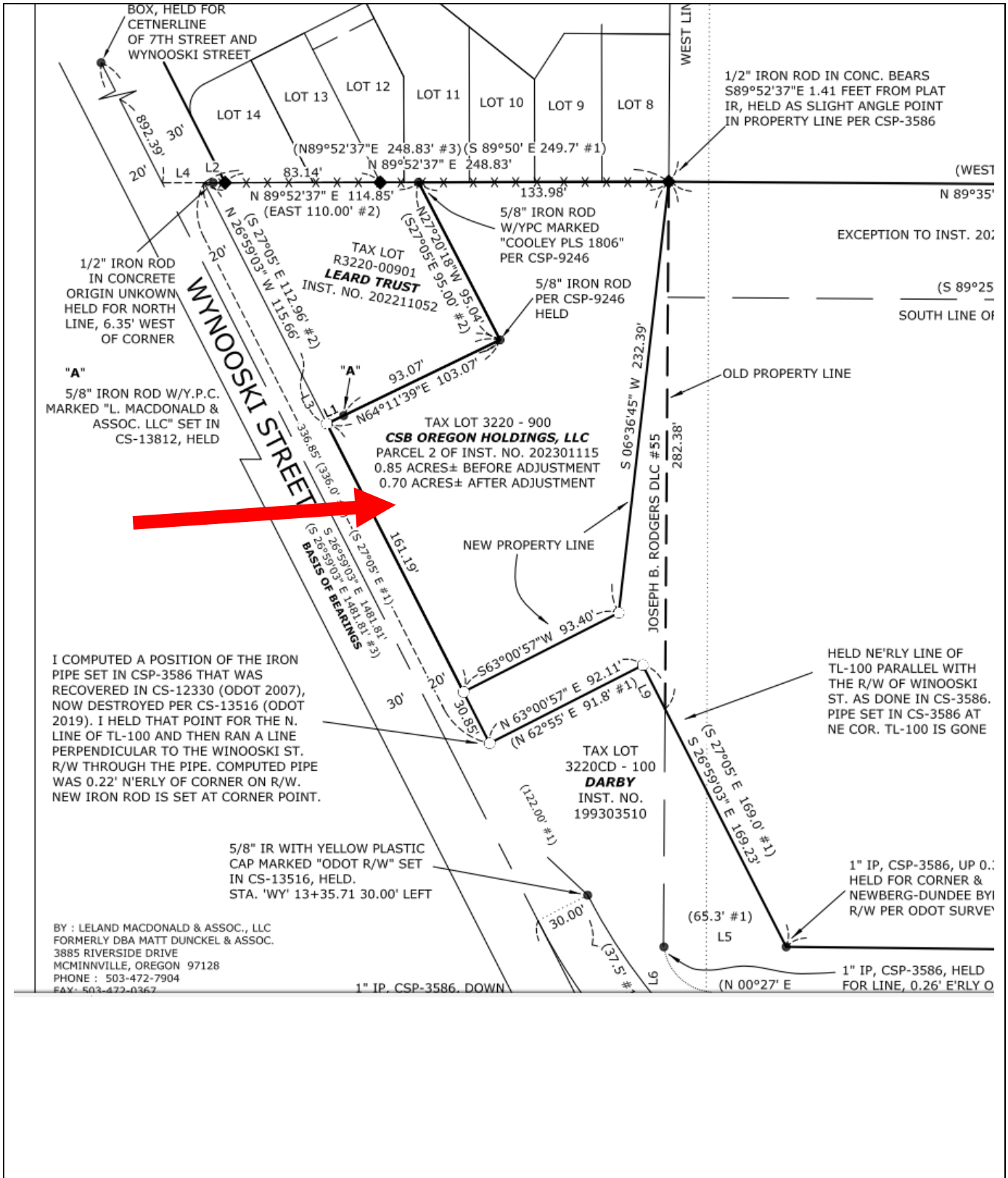
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS 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.

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

RECORDING REQUESTED BY:



115 N College St., Ste 2
Newberg, OR 97132

AFTER RECORDING RETURN TO:

Order No.: 471823125818-MJH
Timothy A. Richardson and Danielle R. Richardson, as
tenants by the entirety
176 W 14th St
Lafayette, OR 97127

SEND TAX STATEMENTS TO:

Timothy A. Richardson and Danielle R. Richardson
918 S Wynooski St
Newberg, OR 97132

APN/Parcel ID(s): 55530
Tax/Map ID(s): R3220 00900
918 S Wynooski Street, Newberg, OR 97132

Yamhill County Official Records	202307249
DMR-DDMR	08/04/2023 10:34:01 AM
Stn=6 MILLSA	
3Pgs \$15.00 \$11.00 \$5.00 \$60.00	\$91.00
I, Keri Hinton, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Keri Hinton - County Clerk	

SPACE A

STATUTORY WARRANTY DEED

CSB Holdings LLC, a Washington limited liability company, Grantor, conveys and warrants to Timothy A. Richardson and Danielle R. Richardson, 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 Yamhill, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FIVE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$565,000.00). (See ORS 93.030).

Subject to:

Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2023/24.

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

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

Granted to: City of Newberg
Purpose: Sewerlines
Recording Date: April 3, 1973
Recording No: Film Volume 93, page 1945
Affects: Reference is hereby made to said document for full particulars

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

Granted to: Michael D. Mahon
Purpose: Sanitary sewer
Recording Date: February 10, 1977
Recording No: Film Volume 117, page 1916
Affects: Reference is hereby made to said document for full particulars

The proposed transaction may be subject to statutory requirements for the partitioning or subdivision of land pursuant to Chapter 92 of Oregon Revised Statutes. Violation may subject parties to both civil and criminal penalties. Furthermore, title insurance policies do not provide coverage against violation of these statutes.

Any claim based on the failure to comply with the provisions of Governmental Laws and Regulations regarding the division of land.

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

TICOR TITLE 471823125818

STATUTORY WARRANTY DEED

(continued)

ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

Dated: 8-1-23

CSB Holdings LLC

B Casey Bernard
Casey Bernard
Member

State of Oregon
County of Washburn

This instrument was acknowledged before me on 8/1/2023 by Casey Bernard, Member of CSB Holdings LLC, a Washington limited liability company.

Gracie Lynn Soliz
Notary Public - State of Oregon
My Commission Expires: 6/30/2026

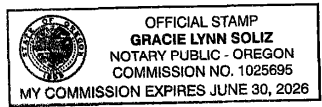


EXHIBIT "A"
Legal Description

A tract of land located in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in a portion of the Joseph B. Rogers Donation Land Claim No. 55, Yamhill County, Oregon, said tract being more particularly described as follows:

BEGINNING at an iron rod marking the southeast corner of Lot 8 of NOVA GRACE Subdivision, recorded January 8, 2018 in Volume 15, Page 40 in the records of the Yamhill County Surveyor, Yamhill County, Oregon, said rod being a point on the east line of said Rogers Claim; thence South 06°36'45" West 232.39 feet to an iron rod; thence South 63°00'57" West 93.40 feet to an iron rod on the northeasterly margin of Wynooski Street at a point that is 20.00 feet from the centerline thereof, when measured at right angles thereto; thence along said street margin North 26°59'03" West 161.19 feet to a iron rod marking the most southerly corner of that tract of land described in deed to Sandra Massey, Successor Trustee under the Leard Living Trust, by agreement dated September 15, 2003, recorded on August 10, 2022, as Instrument No. 202211052, Deed Record of Yamhill County, Oregon; thence North 64°11'39" East 103.07 feet to an iron rod marking the most easterly corner of said LEARD TRUST tract; thence North 27°20'18" West 95.04 feet to a iron rod marking the most northerly corner of said LEARD TRUST tract and being a point on the south line of Lot 11 of said NOVA GRACE Subdivision; thence along the south line of said subdivision North 89° 52'37" East 133.98 feet to the POINT OF BEGINNING.

EASEMENT

IN CONSIDERATION of the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00), the receipt of which is hereby acknowledged, by the grantor, grantor conveys to MICHAEL D. MAHON, his heirs, successors and assigns, hereinafter referred to as "grantee", a perpetual non-exclusive easement to use a strip of land 20 feet wide and bearing the following legal description:

A parcel of land twenty feet in width all lying in that certain tract of land described in Film Volume 80, Page 1534, Deed Records of Yamhill County, Oregon, lying ten feet on each side of the following described centerline which crosses said tract of land:

Commencing at the Southwest corner of the Richard Everest Donation Land Claim # 52, in Section 20, T. 3S., R.2W., W.M., thence N. 00° 27' E. - 313.05 feet more or less, along the West line of said Donation Land Claim to the North line of Block 1, "CAVELL'S ADDITION to the CITY OF NEWBERG", extended Easterly; thence along said North line extension N. 89° 57' W. - 20.63 feet more or less, to the Easterly line of Wynooski Street; thence along said Easterly line N. 27° 05' W. - 254.24 feet to the true point of beginning of the centerline herein described; thence N. 79° 20' E. - 352.37 feet to an existing City of Newberg manhole.

THE TERMS OF THIS EASEMENT ARE AS FOLLOWS:

1. Grantee, his agents, independent contractors, invitees and assigns shall use the easement strip for the installation of a sanitary sewer and in conjunction with such use, may construct, reconstruct, maintain and repair said sewer and sewer easement.

2. The parties shall cooperate during the periods of joint use so that each party's use shall cause the minimum of interference to the other and grantee will be responsible to the grantor for the

to me that they executed the foregoing instrument as their voluntary act and deed.

Before me:

Wanda L Boney
Notary Public for Oregon.
My commission expires: 6-3-78



Return to:

JAMES F. McCAFFREY
Attorney at Law
11825 SW Greenburg Road
Tigard, Oregon 97223

STATE OF OREGON }
County of YAMHILL } ss 49337

I, Wanda Cstt. County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 1918 of the Records of Deeds for 1977 of the County of Yamhill on this 10 day of Feb A.D. 1977 at 7:30 o'clock A.M.



In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
Wanda Cstt. County Clerk
Wanda Cstt.
Deputy

3 - EASEMENT

286 RV-2

When recorded, return to:
MANN MORTGAGE, LLC
Attn: Final Document Department
1230 WHITEFISH STAGE
KALISPELL, MT 59901
406-890-6070

MAIL TAX STATEMENT TO:
MANN MORTGAGE, LLC
1220 Whitefish Stage, Kalispell, MT 59901

Title Order No.: 471823125818- MJH
Escrow No.: 471823125818- MJH
LOAN #: 4181348

Yamhill County Official Records **202307250**
DMR-DTDMR
Stn=6 MILLSA **08/04/2023 10:34:01 AM**
18Pgs \$90.00 \$11.00 \$5.00 \$60.00 **\$166.00**
I, Keri Hinton, County Clerk for Yamhill County, Oregon, certify that
the instrument identified herein was recorded in the Clerk records.
Keri Hinton - County Clerk

[Space Below This Line For Acknowledgment]

DEED OF TRUST COVER PAGE

This Cover Page **MUST** be attached with your recordable document

1. Grantor/Borrower Name(s) and Address:

Timothy A Richardson
176 W 14th St
Lafayette, OR 97127

Danielle R Richardson
176 W 14th St
Lafayette, OR 97127

2. Grantee/Lender Name and Address: **MANN MORTGAGE, LLC**
1220 Whitefish Stage
Kalispell, MT 59901
3. Trustee Name and Address: **Ticor Title Company of Oregon**
115 N College St Ste 2
Newberg, OR 97132
4. Name and Address of Nominee for Lender: **Mortgage Electronic Registration Systems, Inc.**
P.O. Box 2026
Flint, MI 48501-2026
5. The true and actual consideration paid for this transfer is **\$536,750.00**.
6. Until a change is requested, all tax statements shall be sent to the following address:
MANN MORTGAGE, LLC
1220 Whitefish Stage
Kalispell, MT 59901

Or. Rev. Stat. 205.234
ICE Mortgage Technology, Inc.

ORCOVER 0718
ORCOVER (CLS)
08/03/2023 10:57 AM PST



TICOR TITLE 471823125818

When recorded, return to:
MANN MORTGAGE, LLC
Attn: Final Document Department
1230 WHITEFISH STAGE
KALISPELL, MT 59901
406-890-6070

Title Order No.: 471823125818- MJH
Escrow No.: 471823125818- MJH
LOAN #: 4181348

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1000632-0004174344-2

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is TIMOTHY A RICHARDSON AND DANIELLE R RICHARDSON, AS TENANTS BY THE ENTIRETY

currently residing at 176 W 14th St, Lafayette, OR 97127.

Borrower is the grantor under this Security Instrument.

(B) "Lender" is MANN MORTGAGE, LLC.

Lender is a Limited Liability Company,
under the laws of Montana.

organized and existing
Lender's address is 1220 Whitefish Stage, Kalispell,
MT 59901.

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

(C) "Trustee" is Tigor Title Company of Oregon.

Trustee's address is 115 N College St Ste 2, Newberg, OR 97132.

The term "Trustee" includes any substitute/successor Trustee.

(D) "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.



Documents

(E) "Note" means the promissory note dated August 3, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender FIVE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100*****

***** Dollars (U.S. \$536,750.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than September 1, 2053.

(F) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider, Condominium Rider, Second Home Rider, 1-4 Family Rider, Planned Unit Development Rider, V.A. Rider, Other(s) [specify], MERS Rider

(G) "Security Instrument" means this document, which is dated August 3, 2023, together with all Riders to this document.

Additional Definitions

(H) "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.

(I) "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.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(K) "Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(P) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) "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.

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

(S) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(U) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY"

(V) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) "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 may be amended from time to time, or any additional or successor



federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) "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.

(Y) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

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 Yamhill:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 55530

which currently has the address of 918 S Wynooski St, Newberg [Street] [City]

Oregon 97132 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Oregon state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.



2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or



(cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) **Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) **Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) **Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.



7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument;



(vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA 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.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements)



provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.

In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) Settlement of Claims.

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

(e) Proceeding Affecting Lender's Interest in the Property.

Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver.

Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound.

Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees.

Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.



(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Oregon. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and/or trustees' fees and costs and other fees and costs associated with the enforcement of this Security Instrument, including but not limited to, foreclosure trustee's and sheriff's fees and costs, and title costs; (ii) property inspection and valuation fees; and (iii) other fees incurred unless prohibited by Applicable Law for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will 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 will cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee will give notice of sale in the manner prescribed by Applicable Law to Borrower and to other required recipients. At a time permitted by, and in accordance with, Applicable Law, Trustee, without further demand on Borrower, will 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order, or as otherwise required by Applicable Law: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons will pay any recordation costs associated with such reconveyance. 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.

28. Substitute Trustee. Lender may, from time to time, by itself or through the Loan Servicer, or any other duly appointed agent or nominee of Lender, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

29. Attorneys' and Others' Fees. Lender will be entitled to recover its reasonable attorneys' and/or foreclosure trustees' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument unless prohibited or restricted by Applicable Law. The term "attorneys' fees," whenever used in this Security Instrument, includes without limitation attorneys' fees incurred by Lender in any bankruptcy or appellate proceeding.



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

31. **Required Evidence of Property Insurance.**

WARNING

Unless Borrower provides Lender with evidence of the insurance coverage as required by this contract or loan agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest. This insurance may, but need not, also protect Borrower's interest. If the collateral becomes damaged, the coverage Lender purchases may not pay any claim Borrower makes or any claim made against Borrower. Borrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere.

Borrower is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to this contract or Borrower's loan balance. If the cost is added to this contract or Borrower's 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 Borrower's prior coverage lapsed or the date Borrower failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance Borrower can obtain on their own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

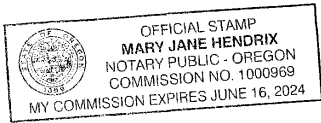
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

Timothy A. Richardson 8-3-23 (Seal)
TIMOTHY A. RICHARDSON DATE

Danielle R. Richardson 8/3/2023 (Seal)
DANIELLE R RICHARDSON DATE

State of OR
County of Gambell

This record was acknowledged before me on Aug. 3, 2023 (date) by TIMOTHY A RICHARDSON AND DANIELLE R RICHARDSON.



Mary Jane Hendrix
Notary Public, State of OR

Lender: MANN MORTGAGE, LLC
NMLS ID: 2550
Loan Originator: Mia Richardson
NMLS ID: 2401331



LOAN #: 4181348
MIN: 1000632-0004174344-2

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER (“MERS Rider”) is made this **3rd** day of **August, 2023**, and is incorporated into and amends and supplements the Deed of Trust or Mortgage Deed (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 **MANN MORTGAGE, LLC, a Limited Liability Company**

(“Lender”) of the same date and covering the Property described in the Security Instrument, which is located at:
918 S Wynooski St, Newberg, OR 97132.

In addition to the representations, warranties, 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 **MANN MORTGAGE, LLC.**

Lender is **a Limited Liability Company** organized and existing under the laws of **Montana.** Lender’s address is **1220 Whitefish Stage, Kalispell, MT 59901.**

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 will 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 #: 4181348

B. TRANSFER OF RIGHTS IN THE PROPERTY

The TRANSFER OF RIGHTS IN THE PROPERTY section of the Security Instrument is amended to read as follows:

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

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF AS "EXHIBIT A".
APN #: 55530**

which currently has the address of **918 S Wynooski St, Newberg,** [Street] [City]

OR 97132 ("Property Address");
[State] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. 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; BORROWER'S PHYSICAL ADDRESS

Section 16 of the Security Instrument is amended to read as follows:

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or



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(ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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 be deemed to have been given to MERS only when actually received by MERS.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

D. SALE OF NOTE

Section 21 of the Security Instrument is amended to read as follows:

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security



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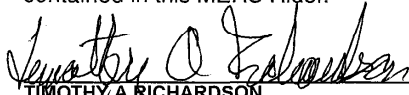
Instrument will convey to Lender's successors and assigns. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.

E. SUBSTITUTE TRUSTEE

Section 28 of the Security Instrument is amended to read as follows:

28. 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 will succeed to all the title, power, and duties conferred upon Trustee and by Applicable Law.

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


TIMOTHY A RICHARDSON 8/3/23 (Seal)
DATE


DANIELLE R RICHARDSON 8/3/2023 (Seal)
DATE



EXHIBIT "A"
Legal Description

A tract of land located in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in a portion of the Joseph B. Rogers Donation Land Claim No. 55, Yamhill County, Oregon, said tract being more particularly described as follows:

BEGINNING at an iron rod marking the southeast corner of Lot 8 of NOVA GRACE Subdivision, recorded January 8, 2018 in Volume 15, Page 40 in the records of the Yamhill County Surveyor, Yamhill County, Oregon, said rod being a point on the east line of said Rogers Claim; thence South 06°36'45" West 232.39 feet to an iron rod; thence South 63°00'57" West 93.40 feet to an iron rod on the northeasterly margin of Wynooski Street at a point that is 20.00 feet from the centerline thereof, when measured at right angles thereto; thence along said street margin North 26°59'03" West 161.19 feet to a iron rod marking the most southerly corner of that tract of land described in deed to Sandra Massey, Successor Trustee under the Leard Living Trust, by agreement dated September 15, 2003, recorded on August 10, 2022, as Instrument No. 202211052, Deed Record of Yamhill County, Oregon; thence North 64°11'39" East 103.07 feet to an iron rod marking the most easterly corner of said LEARD TRUST tract; thence North 27°20'18" West 95.04 feet to a iron rod marking the most northerly corner of said LEARD TRUST tract and being a point on the south line of Lot 11 of said NOVA GRACE Subdivision; thence along the south line of said subdivision North 89° 52'37" East 133.98 feet to the POINT OF BEGINNING.

Record of Survey for : CASEY BERNARDS

Location: The SW 1/4 Section 20, Township 3 South, Range 2 West, Willamette Meridian, City of Newberg, in portions of the Joseph Rogers Donation Land Claim No. 52 and the Richard Everest Donation Land Claim No. 55, Yamhill County, Oregon

YAMHILL COUNTY PLANNING DOCKET NO. **L-23-23**

Tax Lot: R3220 - 900

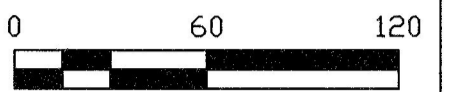
Date: 26 July 2023

NORTHEAST CORNER JOSEPH B. ROGERS DLC #55, IRON PIPE AND YAMHILL COUNTY BRASS CAP IN MONUMENT BOX. YAMHILL COUNTY G.P.S. CONTROL POINT #21

5/8" IRON ROD, CSP-8716, I.D. CAP OBLITERATED, HELD FOR NE CORNER TL-1000 IN CS-10742, PT 97-61, HIGHLANDS AT HESS CREEK PHASE 4

North

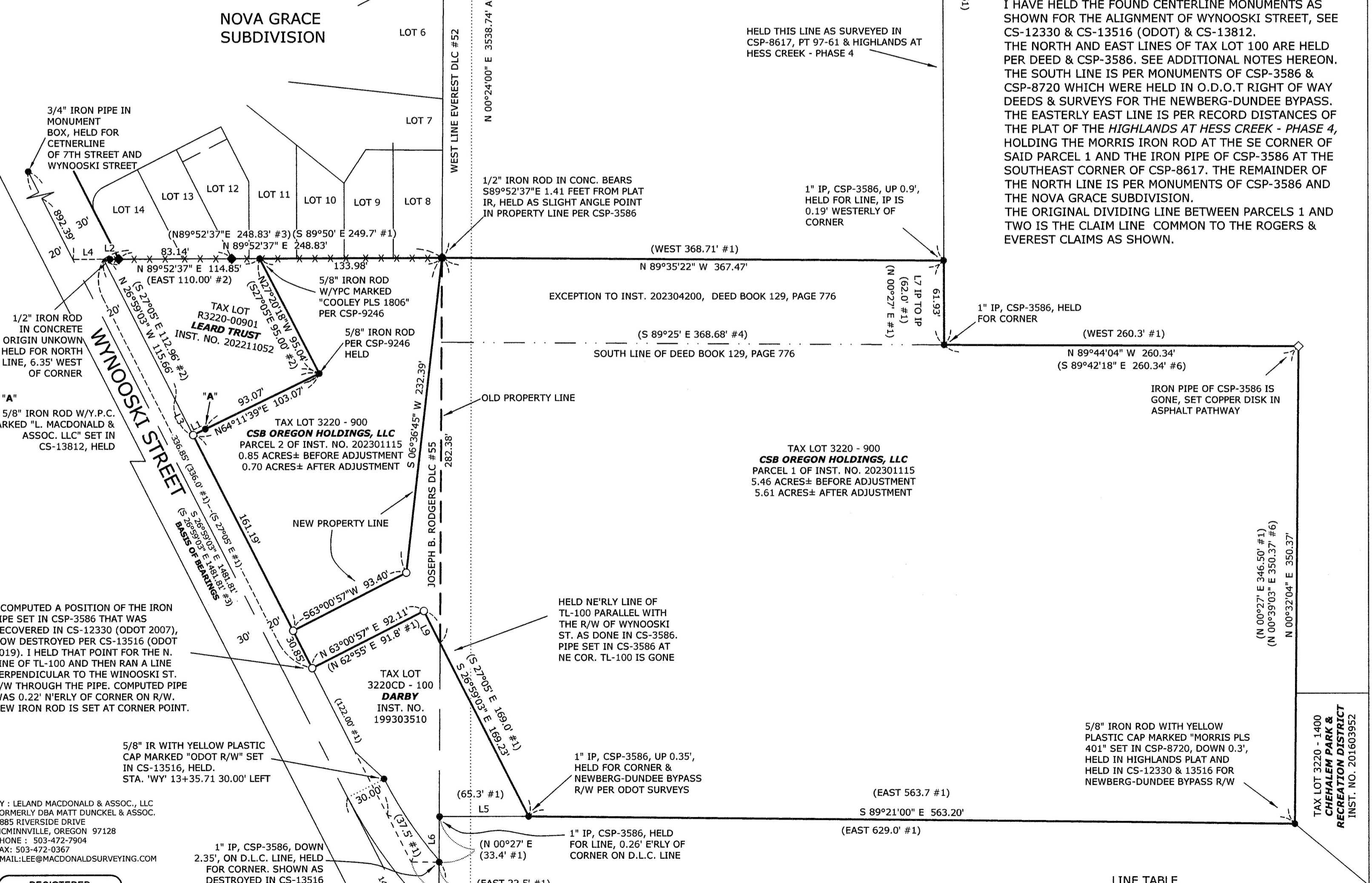
Scale: 1" = 60'



Received 8/2/2023
County Surveyor
CS-13892

Legend

- = MONUMENT FOUND, FLUSH TO 0.2' DOWN, IN GOOD CONDITION UNLESS OTHERWISE STATED. ORIGIN STATED IF KNOWN.
- ◆ = MONUMENT FOUND AS SET IN NOVA GRACE PLAT, FLUSH TO 0.2' DOWN, IN GOOD CONDITION UNLESS OTHERWISE STATED.
- = SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "L. MACDONALD & ASSOC., LLC"
- ◇ = SET 1" BERNSTEIN BP2 COPPER DISK MARKED "PLS 53226"
- (#1) = DATA OF RECORD PER CSP-3586
- (#2) = DATA OF RECORD PER CSP-9246
- (#3) = DATA OF RECORD PER NOVA GRACE SUBDIVISION
- (#4) = DATA OF RECORD PER INST. NO. 202304200
- (#5) = DATA OF RECORD PER CSP-8716
- (#6) = DATA OF RECORD PER HIGHLANDS AT HESS CREEK PHASE 4
- = OLD PROPERTY LINE
- = NEW PROPERTY LINE
- = D.L.C. LINE



Narrative

THE PURPOSE OF THIS SURVEY IS TO MARK AND DESCRIBE AN ADJUSTMENT BETWEEN PARCELS 1 AND 2 OF TAX LOT 3220-900 CONVEYED TO CSB OREGON HOLDINGS, LLC, RECORDED FEBRUARY 8, 2023 IN INSTRUMENT NO. 202301115, DEED RECORDS, UNDER YAMHILL COUNTY PLANNING APPROVAL DOCKET NO. **L-23-23**. (LOT OF RECORD)

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 26°59'03" EAST ALONG THE CENTERLINE OF WYNOOSKI STREET PER MY WORK FOR NOVA GRACE SUBDIVISION AS SHOWN AND AS HELD IN MY PREVIOUS SURVEY FOR LEARD, CS-13812.

I HAVE HELD THE FOUND CENTERLINE MONUMENTS AS SHOWN FOR THE ALIGNMENT OF WYNOOSKI STREET, SEE CS-12330 & CS-13516 (ODOT) & CS-13812.

THE NORTH AND EAST LINES OF TAX LOT 100 ARE HELD PER DEED & CSP-3586. SEE ADDITIONAL NOTES HEREON. THE SOUTH LINE IS PER MONUMENTS OF CSP-3586 & CSP-8720 WHICH WERE HELD IN O.D.O.T RIGHT OF WAY DEEDS & SURVEYS FOR THE NEWBERG-DUNDEE BYPASS. THE EASTERLY EAST LINE IS PER RECORDED DISTANCES OF THE PLAT OF THE HIGHLANDS AT HESS CREEK - PHASE 4, HOLDING THE MORRIS IRON ROD AT THE SE CORNER OF SAID PARCEL 1 AND THE IRON PIPE OF CSP-3586 AT THE SOUTHEAST CORNER OF CSP-8617. THE REMAINDER OF THE NORTH LINE IS PER MONUMENTS OF CSP-3586 AND THE NOVA GRACE SUBDIVISION.

THE ORIGINAL DIVIDING LINE BETWEEN PARCELS 1 AND TWO IS THE CLAIM LINE COMMON TO THE ROGERS & EVEREST CLAIMS AS SHOWN.

I COMPUTED A POSITION OF THE IRON PIPE SET IN CSP-3586 THAT WAS RECOVERED IN CS-12330 (ODOT 2007), NOW DESTROYED PER CS-13516 (ODOT 2019). I HELD THAT POINT FOR THE N. LINE OF TL-100 AND THEN RAN A LINE PERPENDICULAR TO THE WYNOOSKI ST. R/W THROUGH THE PIPE. COMPUTED PIPE WAS 0.22' N'ERLY OF CORNER ON R/W. NEW IRON ROD IS SET AT CORNER POINT.

BY: LELAND MACDONALD & ASSOC., LLC
FORMERLY DBA MATT DUNCKEL & ASSOC.
3885 RIVERSIDE DRIVE
MCMINNVILLE, OREGON 97128
PHONE: 503-472-7904
FAX: 503-472-0367
EMAIL: LEE@MACDONALDSURVEYING.COM

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
January 16, 2002
LELAND A. MACDONALD
53226

Renews 31 December 2024

LINE	BEARING	DISTANCE
L1	S 64°11'39" W	10.00'
L2	S 89°52'37" W	11.21'
L4	S 89°52'37" W	22.42'
L5	S 89°59'25" W	65.74'
L6	S 00°24'00" W	33.34'
L7	S 00°15'51" E	61.93'
L8	N 00°24'00" E	313.17'
L9	S 26°59'03" E	126.31'

NEWBERG - DUNDEE BYPASS
INST. NO. 201415035 (O.D.O.T.)

TAX LOT 3220 - 1400
CHEHALEM PARK & RECREATION DISTRICT
INST. NO. 201603952

Yamhill County

DEPARTMENT OF PLANNING AND DEVELOPMENT

525 NE 4TH STREET • McMINNVILLE, OREGON 97128

Phone: 503-434-7516 • Fax: 503-434-7544 • TTY: 800-735-2900 • Internet Address: <http://www.co.yamhill.or.us/planning>

July 14, 2023

Casey S. Bernard
375 SW Viewmont Drive
Dundee, OR 97115

RE: Lot-line adjustment Docket L-23-23, Parcel 1 & Parcel 2 of Tax Lot 3220-00900

Dear Mr. Bernard,

This letter will serve as your official notification that your request for a lot-line adjustment reconfiguring Parcel 1 & Parcel 2 of Tax Lot 3220-00900, resulting in parcels of approximately 0.67-acres and 5.66-acres, is hereby approved, subject to the following conditions:

1. The resulting lots shall be surveyed pursuant to Section 6.120 of the *Yamhill County Land Division Ordinance* and a copy of the survey shall be submitted to the Planning Director prior to final approval.
2. No additional lots or parcels shall be created from this property line adjustment.
3. Pursuant to OAR 340-071-0220(1)(j), the property owners shall maintain a setback of 10 feet from any part of an existing drain field when establishing new property lines or septic easements shall be surveyed and recorded in the deed and mortgage records with the County Clerk.
4. A copy of the documents conveying the adjusted properties shall be submitted to the Planning Department prior to recording with the County Clerk. The names on the instrument(s) conveying the property shall be the same as they appear in the tax records of Yamhill County.
5. The documents conveying the adjusted properties shall either describe the readjusted lots in their entirety, or, if the instrument describes only that area being conveyed from one property to the adjoining property, the following statement shall be placed on the instrument:

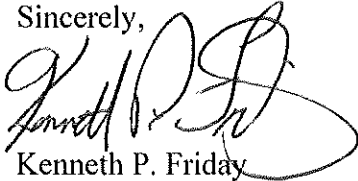
This conveyance is made solely as an adjustment of common boundary between adjoining properties, and does not create a separate parcel that can be conveyed independently of adjacent land.

This decision is based on a finding that the application complies with Section 502.06(B.2) of the Yamhill County Zoning Ordinance. Please note this decision is not final until the required information has been submitted to the Planning Director. You have one year from the date of this letter to complete these requirements and record the instrument of conveyance with the County Clerk. Otherwise, this approval shall become null and void.

The *Yamhill County Land Division Ordinance* provides for appeal of this approval or any condition of approval to the Board of County Commissioners. Any party wishing to appeal this decision must submit an appeal application, along with a \$250.00 fee with the Planning Department by **July 31, 2023**. If the decision is not appealed, this letter will be your final notice of approval of the request.

If you have any questions, please contact this office.

Sincerely,



Kenneth P. Friday
Planning Director

KF:lw

cc: Board of Commissioners
Assessor
Public Works
DLCD
CSB Holdings, LLC, 375 SW Viewmont Drive, Dundee, OR 97115

1/20/16
1/20/16
Lots 2000

1/20/16
1/20/16
Lots 2000

1/20/16
1/20/16
Lots 2000

1/20/16
1/20/16
Lots 2000



900 S Wynooski St, Newberg, OR X
Show search results for 900 S Wyno...

0100	0200	0300	0400	0500	0600
0700	0800	0900	1000	1100	1200

ROADS

0000	0000	0000	0000	0000
0000	0000	0000	0000	0000



100ft

AFTER RECORDING RETURN TO:

City of Newberg
Community Development Department
PO Box 970 – (414 E. First Street)
Newberg, OR 97132

COVENANT OF WAIVER OF RIGHTS AND REMEDIES

Recitals

- 1) The undersigned, Tim Richardson and Danielle Richardson (hereinafter referred to as "Owner" or "Owners") has/have petitioned the City of Newberg (hereinafter referred to as "City") to commence certain proceedings, relating to annexation for the real property described in **Exhibit A** which is attached hereto and incorporated herein.
- 2) Pursuant to the enactment of **Ballot Measure 49** (adopted November 6, 2007), if a public entity enacts one or more land use regulations that restrict the residential use of private real property or a farming or forest practice and that reduce the fair market value of the property, then the owner of the property shall be entitled to just compensation from the public entity that enacted the land use regulation or regulations as provided in Measure 49.
- 3) There is the potential that the Oregon electors or the Oregon Legislature may, in the future, enact further statutory or constitutional amendments relating to compensation for the impact of local regulations upon real property, under certain circumstances.
- 4) City does not wish to approve the Owner's/Owners' requested proceedings if the result would or could arguably give rise to a later claim by the Owner or Owners, or the Owner's/Owners' successors or assigns for compensation for the land use regulations in effect upon the effective date of the proceedings, or would or could arguably require the City to waive the City's land use regulations in effect upon the effective date of the proceedings, which are being newly imposed upon the property by reason and result of the proceedings.
- 5) Owner(s) seek(s) to induce the City to proceed with the proceedings and therefore Owner(s) agree(s) to eliminate the potential of claim for compensation or the right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings.

NOW THEREFORE, the undersigned Owner(s) warrant(s) that the Owner(s) executing this covenant hold(s) the full and complete present ownership or any interest therein in the property, and hereby agree(s) and covenant(s) as follows:

- 1) As inducement to the City to proceed with the following proceeding(s) affecting the subject real property: annexation, which may include designation of the property as subject to additional applicable overlay zones and districts, e.g., Limited Use Overlay District, (all inclusively referred to herein as "proceedings"), the undersigned Owner(s), on behalf of Owner(s), Owner's/Owners' heirs, devisees, executors, administrators, successors and assigns, agree(s) and covenant(s) to the City of Newberg, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases and forever discharges, and agrees that Owner(s) shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 49 (2007) or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver from City land use regulations that exist upon the effective date of the proceeding and which, by the approval of the proceeding, are then applicable to the property.
- 2) This waiver and release shall bind the undersigned's heirs, devisees, executors and administrators, successors in interests, and assigns. This covenant, waiver, release and discharge shall run with the land, and this instrument, or a memorandum hereof, may be recorded in the official records of the County in which the subject real property is located. This instrument may be terminated upon the filing of a Notice of Termination of Covenant filed by the City of Newberg.

- 3) If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Owner(s) acknowledge(s) that the proceedings may be initiated by the City of Newberg at any time in the discretion of the City of Newberg, and that this waiver and release is applicable to any ordinances adopted prior to the effective date of the proceeding.
- 4) This document is executed of my/our own free will and without duress. I, or if more than one, each of us respectively acknowledge that I/we have been advised to obtain legal advice prior to the execution of this document, and that either I, or each of us respectively, have either obtained legal advice or have independently elected not to seek legal advice prior to the execution of this document, recognizing that this document may affect my/our legal rights and remedies.

OWNER

Tim Richardson

OWNER

Danielle Richardson

STATE OF OREGON)

) ss.

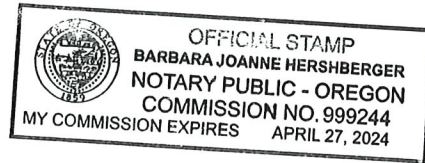
County of Yamhill)

This instrument was acknowledged before me on this 11th day of April, 2024, by Timothy Richardson and Danielle Richardson.

[Signature]

Notary Public for Oregon

My Commission expires: 4-27-2024



CITY OF NEWBERG

Rachel Thomas

Sue Ryan, City Recorder

Rachel Thomas

Dated: April 16, 2024

APPROVED AS TO FORM:

[Signature]

James Walker, City Attorney

Dated: April 24, 2024

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 55530

For Tax Map ID(s): R3220 00900

A tract of land located in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in a portion of the Joseph B. Rogers Donation Land Claim No. 55, Yamhill County, Oregon, said tract being more particularly described as follows:

BEGINNING at an iron rod marking the southeast corner of Lot 8 of NOVA GRACE Subdivision, recorded January 8, 2018 in Volume 15, Page 40 in the records of the Yamhill County Surveyor, Yamhill County, Oregon, said rod being a point on the east line of said Rogers Claim; thence South 06°36'45" West 232.39 feet to an iron rod; thence South 63°00'57" West 93.40 feet to an iron rod on the northeasterly margin of Wyooski Street at a point that is 20.00 feet from the centerline thereof, when measured at right angles thereto; thence along said street margin North 26°59'03" West 161.19 feet to a iron rod marking the most southerly corner of that tract of land described in deed to Sandra Massey, Successor Trustee under the Leard Living Trust, by agreement dated September 15, 2003, recorded on August 10, 2022, as Instrument No. 202211052, Deed Record of Yamhill County, Oregon; thence North 64°11'39" East 103.07 feet to an iron rod marking the most easterly corner of said LEARD TRUST tract; thence North 27°20'18" West 95.04 feet to a iron rod marking the most northerly corner of said LEARD TRUST tract and being a point on the south line of Lot 11 of said NOVA GRACE Subdivision; thence along the south line of said subdivision North 89° 52'37" East 133.98 feet to the POINT OF BEGINNING.