

Name Partial Assignment
Raymond L. and Loretta R. Frost

By _____

Address Rainbow Ranch

Selma, Oregon

Date filed August 4, 1958 8:00 AM

Tentative priority June 1948

Action suspended until _____

Well log filed _____

CONSTRUCTION

Date for completion _____

Extended to _____

Date for application of water _____

Extended to _____

PROSECUTION OF WORK

Form "B" filed _____

Form "C" filed _____

Application No. GR 4090

Certificate No. GR 3860

Stream Index, Page No. 15-93 ✓

4090
4090

38/7W-9R

FEES PAID

Date	Amount	Receipt No.
8/4/58	17.10	19610
12/18/59	1.50	23731
5-7-12	75.00	105645
12/28/15	85.00	118425
6-1-2021	100.00	135427

FEES REFUNDED

Date	Amount	Check No.
_____	_____	_____

ASSIGNMENTS

Date	Assigned To Whom	Address	Volume	Page
5/7/2012	James Ward Leona M. Laflamme	PO Box 106, Selma, OR		
	Trustees Laflamme Loring Trust	97538-0106		
12-28-15	Michael G. and Pamela K. Pruner	4567 Deer Creek Rd P.O. Box 655 Selma, OR 97538		

REMARKS

A sump irrigates 54.0 acres near Deer Ck - Illinois River - Josephine County
11/4/2021 Partial Assignment Mike and Amy Anderson 5280 Deer Creek Rd.; Selma, OR. 97538

T-11417 DPOV, DPOA v. 88 pg 1193

590' N
810' W } SE corner
see 9.



Oregon

Kate Brown, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Ste A

Salem, OR 97301

Phone: 503-986-0900

Fax: 503-986-0904

www.Oregon.gov/OWRD

November 4, 2021

Amy Anderson
Michael Anderson
5280 Deer Creek Rd
Selma, OR 97538

Reference: Application GR-4090, GR Registration GR-3860

The partial assignment by proof from Raymond L. and Loretta R. Frost to Mike and Amy Anderson has been recorded in the records of the Water Resources Department.

The Departments records will now show Raymond L. and Loretta R. Frost, Michael G. and Pamela K. Pruner, and Mike and Amy Anderson as the registration holders of record.

Additionally, the Department has received your application for Ground Water Registration Modification on the referenced file. Transfer T-13728 has been assigned to this application, and as of this date is pending review.

Our records have been changed accordingly and the original request is enclosed. Receipt number 135427 covering the recording fee is also enclosed.

A registration is not a perfected water right, and will in the future be adjudicated.

Sincerely,

Mary F. Bjork
Water Rights Program Analyst
Water Right Services Division

Enclosure: Original Request and Receipt #135427

cc: Michael G. and Pamela K. Pruner – PO Box 655, Selma, OR 97538
Data Center, OWRD (cover letter, request & map)
File





Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301
(503) 986-0900
www.wrd.state.or.us

Request for Assignment By Proof of Ownership (If Water Right Holder is Not Available)

If the Department determines that the application is incomplete, fees have not been paid, or the required documents are not acceptable, the application and all fees submitted will be returned to the applicant.

If for multiple rights, a separate form and fee for each right will be required.

I, Mike & Amy Anderson
(Name of Party Requesting Assignment)
5280 Deer CK Rd Selma OR 97538 541-597-4786
(Mailing Address) (City) (State) (Zip) (Phone #)

- hereby request assignment of an entire application/permit/transfer/limited license/groundwater statement; hereby request assignment of a portion of application/permit/transfer/limited license/groundwater statement; (You must include a map showing the portion of the application/permit/transfer/limited license/groundwater statement to be assigned.)

Application # _____; Permit # _____; Transfer # _____;
Limited License # _____; Groundwater Statement # 6B-4096

(Name of Current Holder of Record)
Loretta and Raymond Frost Selma OR 97538
(Mailing Address) (City) (State) (Zip) (Phone #)

Note: Write the initials (first letters) of your first and last names at the spots indicated below _____.

- 1) MA AA I certify that I am the current owner of the property described in this application, permit, transfer order, limited license, or groundwater statement. I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.
- 2) MA AA I have the legal right to request assignment under OAR 690-310-0280 and 690-320-0060.
- 3) MA AA I have not been able to contact the owner(s) of record for the above referenced transaction. I have attached proof acceptable to the Department that notice of the assignment has been given or attempted for each identified property owner not a party to the assignment. ORS 537.220(2) Failure to submit this proof will result in the return of your request. (Proof may include but not be limited to: a copy of returned certified mailing, copy of a Death Certificate, or a court order.)
- 4) MA AA I further certify that the information provided herein is true and correct to the best of my knowledge.

Witness my hand this 23rd day of September, 2021.
(Day) (Month) (Year)

Signature of Party Requesting Assignment Amy Anderson
Failure to provide any of the required information will result in the return of your application.

part assign by proof - Approve
NJB 11-4-2021

This certifies assignment and record change at Oregon Water Resources Department effective 8:00 a.m. on date of receipt at Salem, Oregon.
Fee receipt # 135427
For Director by Mary F. Bjork, Program Analyst in Water Rights Division. MFB

The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$100.

RECEIVED
JUN 01 2021

Last updated: September 18, 2017

Request for Assignment if Permit Holder not available

WR

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OCT 06 2021

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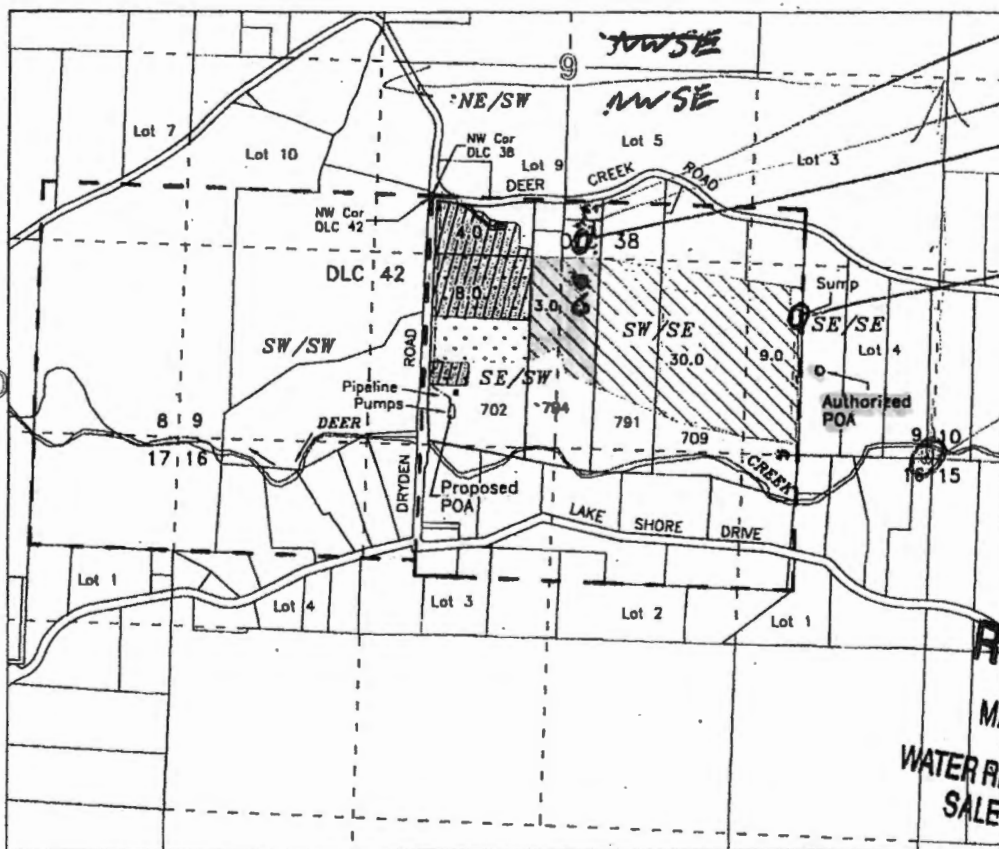
GROUND WATER REGISTRATION MODIFICATION

CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION

REGISTRATION GR-4090 CERTIFICATE GR-3860

Section 9, Township 38 South, Range 7 West, W.M.



Josephine County, Oregon



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MAY 07 2012
WATER RESOURCES DEPT
SALEM, OREGON

- o AUTHORIZED POINT OF APPROPRIATION (Sump) SE-SE, 590 feet North & 810 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (not in use)
- o PROPOSED POINT OF APPROPRIATION (Sump) SE-SW, 230 feet North & 3390 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (12.0 ac. TL-702 only) (Was constructed in 1982 or 1983).

IRRIGATION - JUNE 1948	APPLICANT: James R. & Leona M. LaFlamme P.O. Box 106 Selma, OR 97538-0106	 Scale 1 inch = 1320 feet 
<p>Assumed original place of use Not modified by this application 42.0 ac.* (No Official Map Available) <i>Portion to be Assigned</i></p> <p>Change in Place of Use Before Change - 12.0 ac. SE-SW Section 9</p> <p>Change in Place of Use After Change - 4.0 ac. NE-SW 8.0 ac. SE-SW Section 9</p>	<p>*Of the remaining 42.0 acres after this change, only about 20.0 acres have been and are being irrigated, all on TL-709.</p> <p>Rate of diversion in registration is 150 gpm for 54 acres with a total duty of 100 Acre-Feet</p> <p>Upon adjudication, if fewer than 54 acres are found irrigated, it is expected that the total quantity of water (150 gpm) not be reduced unless the rate per acre exceeds 1/80 CFS per acre and the duty of 100 Acre-Feet not be reduced unless it exceeds 2.5 acre feet per acre.</p>	
<p>This map is not intended to provide legal dimensions or locations of property ownership lines</p> <p>Base Map: Josephine County GIS data with 2005 FSA aerial photo overlay for assumed best fit</p>		<p>Rev. 4/26/2012 n.e.d.</p>



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November 4, 2021

Amy Anderson
Michael Anderson
5280 Deer Creek Rd
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Mary F. Bjork
Water Rights Program Analyst
Water Right Services Division

Enclosure: Original Request and Receipt #135427

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Data Center, OWRD (cover letter, request & map)
File





Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301
 (503) 986-0900
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5280 Deer Ck Rd Selma OR 97538 541-597-4786
 (Mailing Address) (City) (State) (Zip) (Phone #)

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Application # _____; Permit # _____; Transfer # _____;
 Limited License # _____; Groundwater Statement # GR-4696

(Name of Current Holder of Record)
Loretta and Raymond Frost Selma OR 97538
 (Mailing Address) (City) (State) (Zip) (Phone #)

Note: Write the initials (first letters) of your first and last names at the spots indicated below _____.

- 1) MA KA I certify that I am the current owner of the property described in this application, permit, transfer order, limited license, or groundwater statement. I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.
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 Failure to provide any of the required information will result in the return of your application.

part assign by proof - Approve
 WSB 11-4-2021

This certifies assignment and record change at Oregon Water Resources Department effective 8:00 a.m. on date of receipt at Salem, Oregon.
 Fee receipt # 135427
 For Director by Mary F. Bjork, Program Analyst in Water Rights Division. MFB

The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$100.

RECEIVED

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Last updated: September 18, 2017

Request for Assignment if Permit Holder not available

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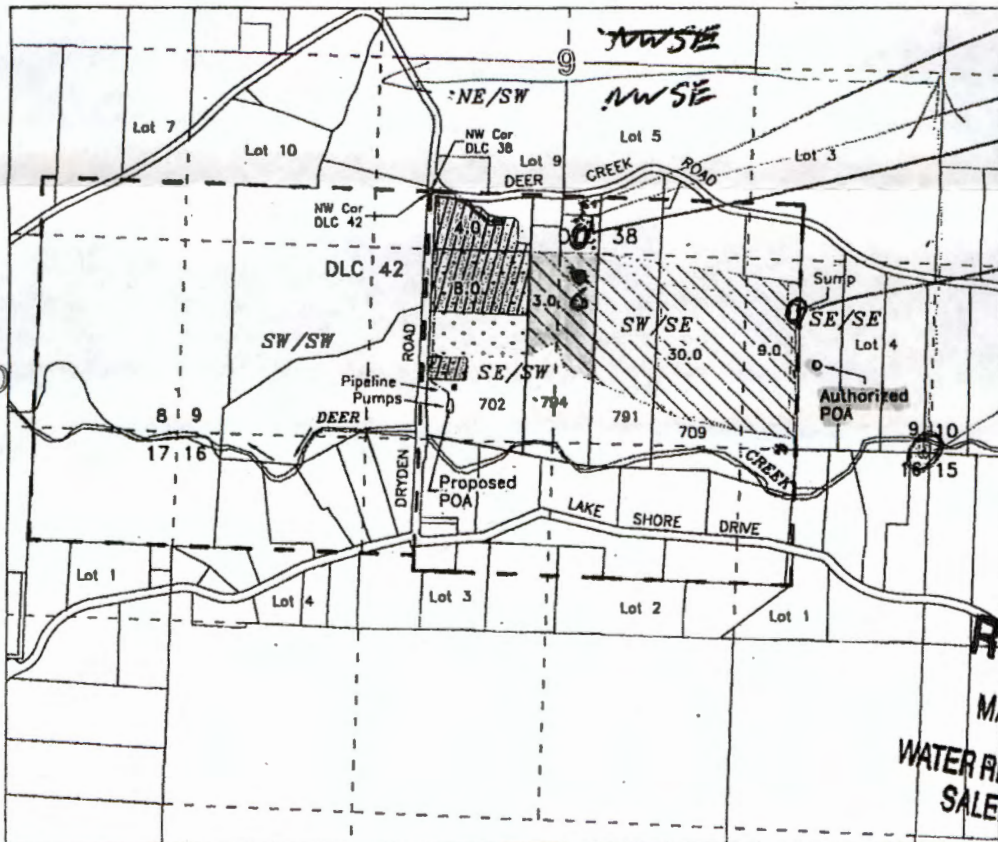
GROUND WATER REGISTRATION MODIFICATION

CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION

REGISTRATION GR-4090 CERTIFICATE GR-3860

Section 9, Township 38 South, Range 7 West, W.M.

Josephine County, Oregon



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MAY 07 2012

WATER RESOURCES DEPT
SALEM, OREGON

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- o PROPOSED POINT OF APPROPRIATION (Sump) SE-SW, 230 feet North & 3390 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (12.0 ac. TL-702 only) (Was constructed in 1982 or 1983).

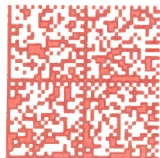
<p>IRRIGATION - JUNE 1948</p>	<p>APPLICANT:</p>	
<p> Assumed original place of use Not modified by this application 42.0 ac.* (No Official Map Available) <i>portion to be Assign</i> </p> <p> Change in Place of Use Before Change - 12.0 ac. SE-SW Section 9 </p> <p> Change in Place of Use After Change - 4.0 ac. NE-SW 8.0 ac. SE-SW Section 9 </p>	<p>James R. & Leona M. LaFlamme P.O. Box 106 Selma, OR 97538-0106</p> <p>*Of the remaining 42.0 acres after this change, only about 20.0 acres have been and are being irrigated, all on TL-709.</p> <p>Rate of diversion in registration is 150 gpm for 54 acres with a total duty of 100 Acre-Feet</p> <p>Upon adjudication, if fewer than 54 acres are found irrigated, it is expected that the total quantity of water (150 gpm) not be reduced unless the rate per acre exceeds 1/80 CFS per acre and the duty of 100 Acre-Feet not be reduced unless it exceeds 2.5 acre feet per acre</p>	
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Oregon

Water Resources Department
Water Right Services Division
725 Summer St NE Ste A
Salem, OR 97301-1266

ADDRESS SERVICE REQUESTED

Presort
First Class Mail
ComBasPrice



US POSTAGE TM PITNEY BOWES



ZIP 97301 \$ 000.42⁰
02 4W
0000361800 NOV 10 2021

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NOV 17 2021

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GR-4090
Michael G. and Pamela K. Pruner
PO Box 655
Selma, OR. 97538

NIXIE 971 FE 1260 0011/16/21

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 97301126673 *1579-05765-16-16



ANK

97301>1266
JLB-ASB 97538

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172
(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **135427**

INVOICE # _____

RECEIVED FROM: Amy J. Anderson;
BY: Michael J. Anderson

APPLICATION	GR-4090
PERMIT	
TRANSFER	

CASH: CHECK: # 3477 OTHER: (IDENTIFY) _____

TOTAL REC'D \$ 100.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$ _____
OTHER: (IDENTIFY) \$ _____
0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan _____ 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS 46111

0407 COPY & TAPE FEES \$ _____
0410 RESEARCH FEES \$ _____
0408 MISC REVENUE: (IDENTIFY) _____ \$ _____
TC162 DEPOSIT LIAB. (IDENTIFY) _____ \$ _____
0240 EXTENSION OF TIME \$ _____

WATER RIGHTS:

EXAM FEE			RECORD FEE
\$	0202		\$
\$	0204		\$
\$			

0201 SURFACE WATER
0203 GROUND WATER
0205 TRANSFER

WELL CONSTRUCTION

EXAM FEE			LICENSE FEE
\$	0219		\$
	0220		\$

0218 WELL DRILL CONSTRUCTOR
LANDOWNER'S PERMIT

0250 OTHER (IDENTIFY) Assignment \$ 100.00

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE \$ _____ CARD # _____
0210 MONITORING WELLS \$ _____ CARD # _____
OTHER (IDENTIFY) _____

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FWWRD) \$ _____
0231 HYDRO LICENSE FEE (FWWRD) \$ _____
HYDRO APPLICATION \$ _____

TREASURY OTHER / RDX

FUND _____ TITLE _____
OBJ. CODE _____ VENDOR # _____
DESCRIPTION _____ \$ _____

RECEIPT: **135427** DATED: 6-1-2021 BY: Mandy Cadden

All Classifieds | Employment | Real Estate | Rentals | Automotive | Place a classified ad | Subscribe to the Daily Courier for \$15.00 a month

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Manage Your Account

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Get Home Delivery

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- e-Edition
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- Community
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- Opinion
- Letters
- Local Sports
- Business
- People
- Food
- Healthy Living
- Entertainment
- Home and Garden
- Faith
- Free Content

Obituaries Search

Last Update Wednesday, September 22nd, 2021

Publication Date: Wednesday, October 18, 2000

Loretta Ruth Frost

Loretta Ruth Frost, 80, of Selma died Sunday, Oct. 15, 2000, at her home. Visitation will be from 11 a.m. to 1 p.m. Saturday at Hull & Hull Funeral Directors. Services will begin at 1 p.m. Saturday at Hull & Hull Chapel with Monty Pope, pastor, officiating. Interment will follow at Deer Creek Cemetery.

Contributions may be made to the Raymond Frost Scholarship Fund in care of Home Valley Bank, 598 N.W. F St., Grants Pass, OR 97526.

Frost was born April 3, 1920, in Hollywood, Calif. She moved to Selma in 1933 from Hollywood. On June 25, 1938, in Selma, she married Raymond Frost, who died in 1994. She had a dairy and sawmill. She worked as a bookkeeper for the family business, Frost, Buckhaults & Lewis Logging in Selma and retired in 1997. She owned the Selma Store, Selma Shell gas station, Laundromat and Gift Store during the 1960s. She also started the Last Resort at Lake Selmac in the 1960s.

She was a leader for Brownies, Girl Scouts and 4-H. Survivors include four daughters, Lorraine Gregg of Loveland, Colo., Patricia Buckhaults of John Day, Beverlee Keith of Willamina, and Mary Lewis of Selma; 14 grandchildren and 33 great-grandchildren.

[SEARCH ANOTHER NAME]

[BACK]



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OF SOUTHERN OREGON, PC
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 Member since 2021

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Kate Brown, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Ste A

Salem, OR 97301

Phone: 503-986-0900

Fax: 503-986-0904

www.Oregon.gov/OWRD

September 9, 2021

Mike and Amy Anderson
5280 Deer Creek Rd
Selma, OR 97538

Reference: Application GR-4090, GR Registration GR-3860

Dear Mike and Amy,

Per your request, I am forwarding by post those items sent by email to mnaanderson@yahoo.com on June 16, 2021.

Once the Request for Assignment by Proof of Ownership is complete, the Department will be able to go forward with processing the submitted Groundwater Modification.

Should you have any questions, please do not hesitate to contact me at the address above or by telephone at 503-979-9895.

Sincerely,

Mary F. Bjork
Water Rights Program Analyst
Water Right Services Division

Enclosure: Request for Assignment Documents

cc: file

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OCT 06 2021

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BJORK Mary F * WRD

From: BJORK Mary F * WRD
Sent: Wednesday, June 16, 2021 12:39 PM
To: mnaanderson@yahoo.com
Cc: BJORK Mary F * WRD
Subject: Request for Assignment deficiencies
Attachments: submitted assignment form.pdf; Map.pdf; property location description.pdf

Hi Amy,

Thanks for your patience and apologies for the delay, I had hoped to get this email off to you last week. As discussed, the attached Request for Assignment by Proof of Ownership is incomplete. Rather than sending it back by post, I believe we can overcome the deficiencies by email.

As seen on the attached request, the yellow highlighting represents missing information that needs to be addressed in order for the Department to complete the assignment. I will attempt to address each missing item to assist you in completing the form. I'm hoping that you can print out the form, fill in the missing information and send a copy of that back by email, along with missing items (location description on deed) and proof that notice of the assignment was given or attempted for the current holder of record for the portion of the water right that you are applying for assignment on.

1 – Because you are only requesting assignment on a portion of the lands covered by GR-4090, please check the second option of, "hereby request assignment of a portion of groundwater statement; *(You must include a map showing the portion of the groundwater statement to be assigned.)* For the required map, you may use the attached map that you submitted for the groundwater modification, if you can write on that map that the green highlighting represents the portion being assignment is being requested on.

2 – Please write the water right number to identify what water right you are requesting assignment on. You may write GR-4090 in the space next to Groundwater Statement#.

3 – Name of Current Holder of Record space - This is where you need to write the current holder of record for the portion that you are requesting assignment on. The current holder of record on file with the Department for the portion is: **Michael G. and Pamela K. Pruner**. Please write their names in the space highlighted for the current holder of record. The address on file for the Pruner's is **PO Box 655, Selma, OR 97538**. Although you may have a more current address for them to write on the form.

4 – The box at the bottom of the form is incomplete. It is missing your signature and date. It is also missing your initials in the spots highlighted. You placed a checkmark on the first choice of attaching proof of ownership, and submitted the first page of a Deed of Trust. Unfortunately, the first page of the deed does not contain a description of the location of the property. I'm attaching a partial copy of the proof submitted on a previous request for assignment as an example of a description of the location of the property. The location description attached to the deed for your property may or may not be the same.

5, 6, & 7 – The box at the bottom of the form is also missing your initials on points 2), 3) and 4). Please place you initials in these spots. You do have the legal right to request assignment per the listed rules (2). And #4 means that you are agreeing that the information provided is true and correct to the best of your knowledge. For #3, you did not provide proof the notice of the assignment was given or attempted for Michael G. and Pamela K. Pruner. Proof acceptable to the Department is listed on the form. Please contact me directly to discuss this proof in further detail if needed.

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I know this is a lot, but I'm unable to process the assignment as it's been submitted. The GR Modification that you submitted cannot go forward without a completed assignment. They are two separate processes.

I'm happy to help in any way I can, please let me know if you have any questions.

Best Regards,

Mary

Mary F. Bjork

Water Rights Program Analyst

725 Summer St NE, Suite A, Salem OR 97301 | Phone 503-986-0817



OREGON
WATER
RESOURCES
DEPARTMENT



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

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OCT 06 2021

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✓ GROUND WATER REGISTRATION MODIFICATION

~~CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION~~

✓ REGISTRATION GR-4090 ✓ CERTIFICATE GR-3860

✓ Section 9, Township 38 South, Range 7 West, W.M.

✓ Josephine County, Oregon

RECEIVED

MAY 03 2021

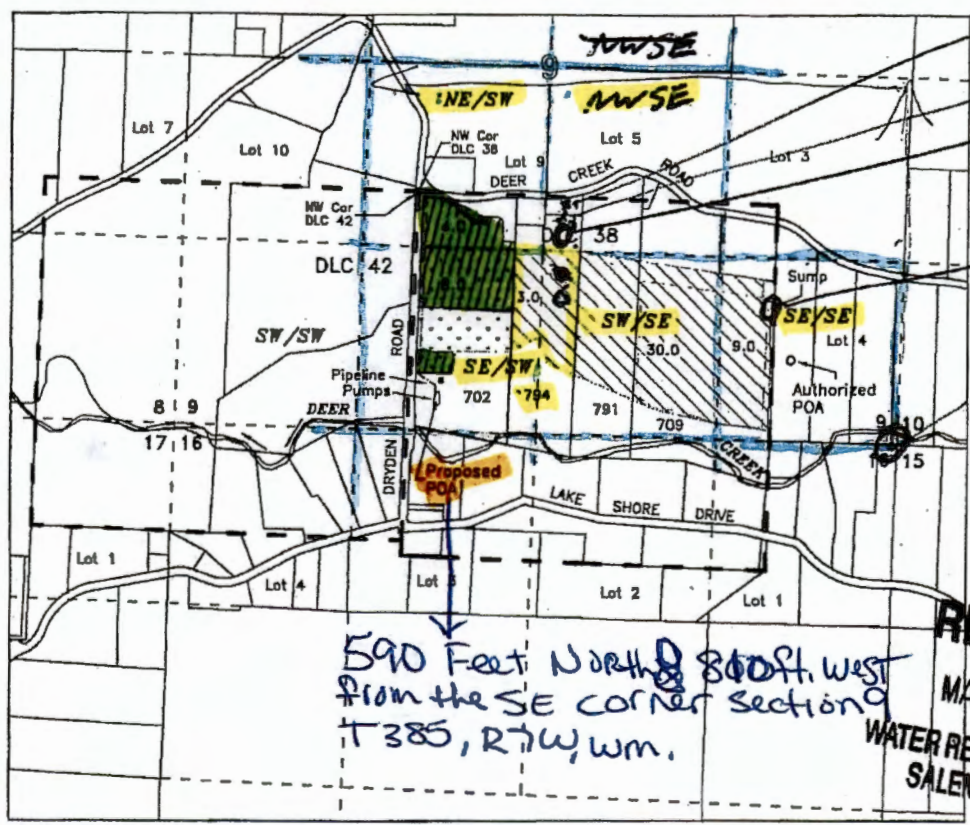
CO-PLANNING

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well 2
well 1
Sump 1

Sump
Reference Point

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MAY 21 2021

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RECEIVED

MAY 07 2012

WATER RESOURCES DEPT
SALEM, OREGON

590 Feet North & 810 ft. West
from the SE corner section
T38S, R7W, W.M.




0 AUTHORIZED POINT OF APPROPRIATION (Sump) SE-SE, 590 feet North & 810 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (not in use)

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JUN 01 2021

IRRIGATION - JUNE 1948

-  Assumed original place of use
Not modified by this application
42.0 ac.* (No Official Map Available)
-  Change in Place of Use
Before Change - 12.0 ac.
SE-SW Section 9
-  Change in Place of Use
After Change - 4.0 ac. NE-SW
8.0 ac. SE-SW Section 9

APPLICANT:

James R. & Leona M. LaFlamme
P.O. Box 106
Selma, OR 97538-0106

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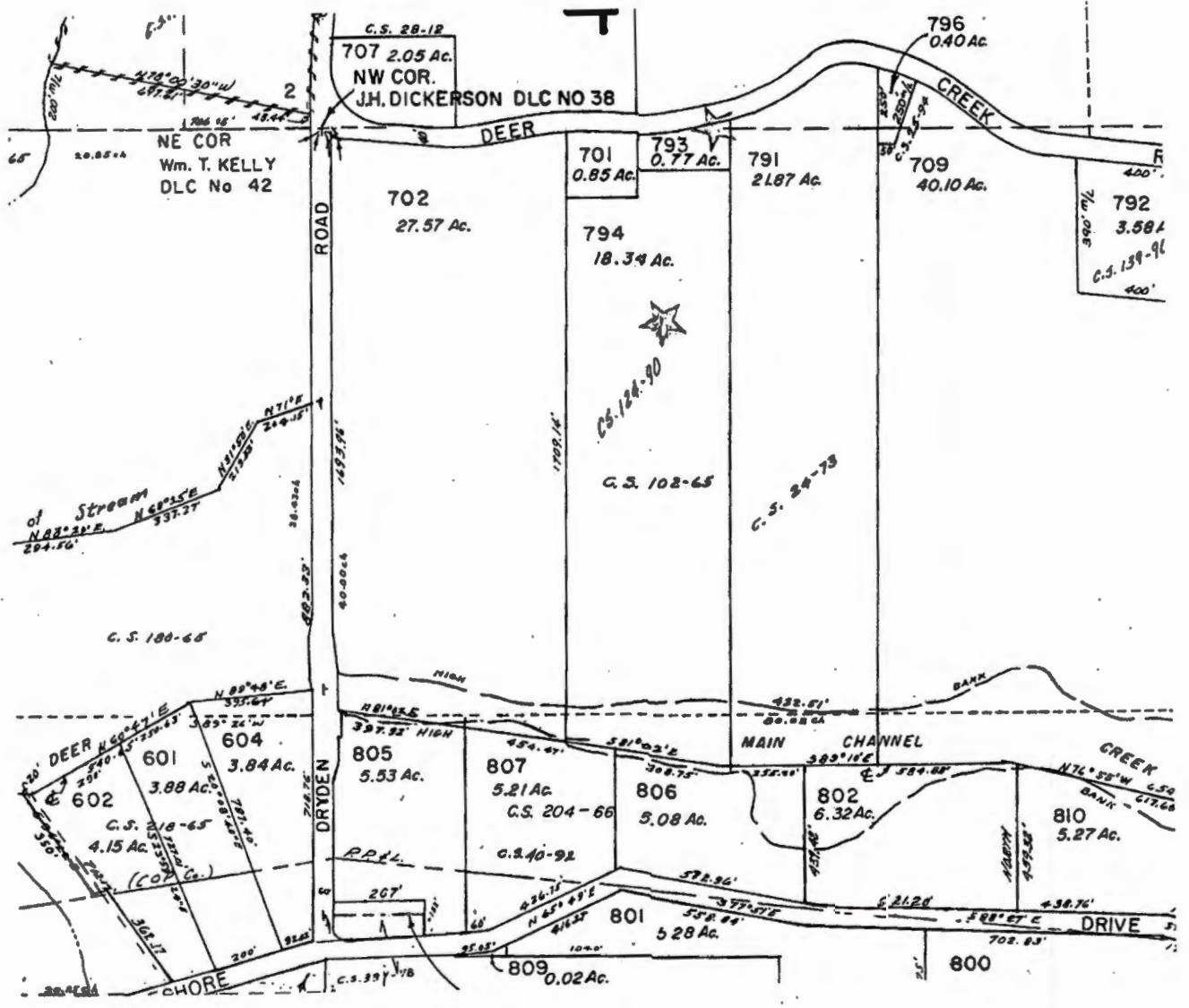


Scale
1 inch = 1320 feet

This map is not intended to provide legal dimensions or locations of property ownership lines

Base Map: Josephine County GIS data with 2005 FSA aerial photo overlay for assumed best fit

Rev. 4/26/2012 n.e.d.



FIRST AND MAIN TITLE CO.
 Township 3E Range 7 Section 9.
 This map is for location purposes only. No liability
 is assumed for variations disclosed by survey.
 Not To Scale.

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 OCT 06 2021
 OWRD

PRELIMINARY REPORT
(Continued)

Order No.: 470315040254-TTJA26

EXHIBIT "A"

Commencing at the Northeast corner of the J. H. Dickerson D.L.C. No. 38 in Sections 16 and 9, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon; thence North 25.97 feet; thence West 1907.56 to a point on the center line of Deer Creek Road, for the true point of beginning; thence South 27.71 feet to a 3/4 inch iron pipe on the South right of way line of said road; thence South 1819.88 feet to the center line of Deer Creek; thence North 81° 02' West 768.26 feet to the center line of Dryden Road; thence North 0° 24' East along said center line 1693.96 feet to a spike set at the intersection of said center line with the center line of Deer Creek Road; thence South 84° 48' East along said center line 448.63 feet to an iron pin; thence North 80° 16' East 283.89 feet to an iron pin; thence South 86° 56' East 20.50 feet to the true point of beginning. EXCEPTING THEREFROM any portion lying within Deer Creek Road, and Dryden Road.

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I, Rhiannon Henkels, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

Loan No : 1440899886
Account No.: MIN1000796-0510655665-7
MERS Tel.: (888) 679 MERS
AFTER RECORDING FORWARD TO :
Dovenmuehle Mortgage Inc.
1 Corporate Drive, Suite 380
Lake Zurich, IL 60047-8924

Dovenmuehle Mortgage, Inc. 1440899886 ANDERSON Lender Id : 325

FULL RECONVEYANCE **W479516**

As of September 26, 2018
DEED OF TRUST REFERENCE :
Dated : 08/20/2016
Recorded : 09/06/2016
Instrument # : 2016-011870
Book # : N/A Page # : N/A
Borrower : MICHAEL J. ANDERSON AND AMY JO ANDERSON, AS TENANTS BY
THE ENTIRETY 5280 DEER CREEK ROAD SELMA, OR, 97538
Original Beneficiary : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. ("MERS"), AS DESIGNATED NOMINEE FOR SOUTH PACIFIC FINANCIAL
CORP, DBA NORTH PACIFIC FINANCIAL CORP, BENEFICIARY OF THE SECURITY
INSTRUMENT, ITS SUCCESSORS AND/OR ASSIGNS
Trustee : TICOR TITLE COMPANY OF OREGON
State : Oregon County : JOSEPHINE
Amount : \$238,494.00

KEVIN P. MORAN ATTORNEY AT LAW, as Substituted Trustee under the described Deed of Trust, having received from the holder of the Deed of Trust a written request to reconvey, hereby reconveys, without warranty, to the person or persons legally entitled thereto, but without warranty, all the estate title and interest now held by said trustee, thereunder.

KEVIN P. MORAN ATTORNEY AT LAW as TRUSTEE for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR SOUTH PACIFIC FINANCIAL CORPORATION, BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND/OR ASSIGNS

KEVIN P. MORAN ATTORNEY AT LAW

By 
KEVIN P. MORAN ATTORNEY AT LAW

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STATE OF Washington
COUNTY OF KITSAP

ON 10/13/2021, before me, MATTHEW J. ORMEROD, a Notary Public in and for the County of KITSAP, State of Washington, personally appeared KEVIN P. MORAN ATTORNEY AT LAW of KEVIN P. MORAN ATTORNEY AT LAW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal



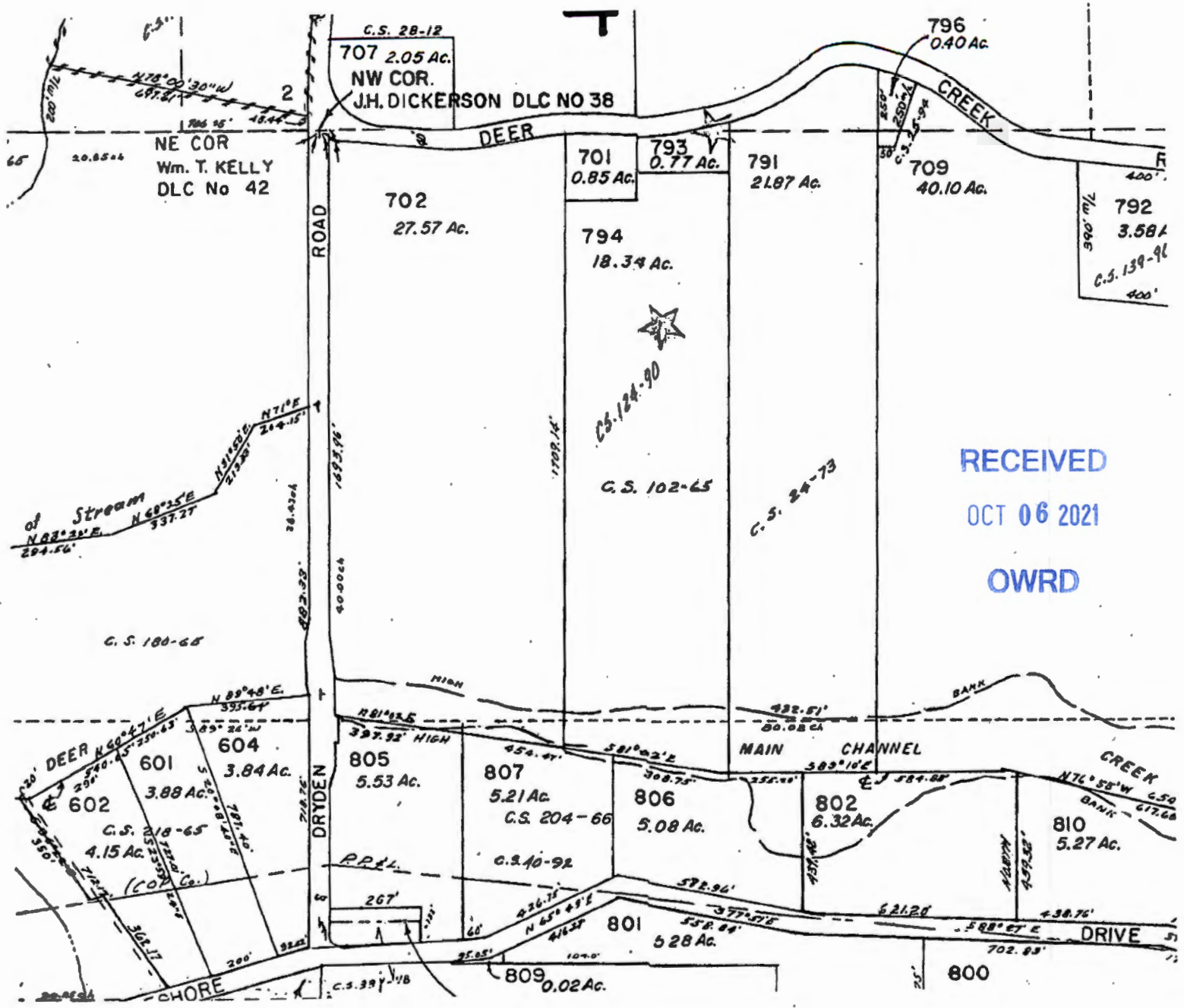
MATTHEW J. ORMEROD
Notary Expires : 02/14/2022

Notary Public
State of Washington
Matthew J Ormerod
Commission Expires 02/14/2022

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FIRST AMERICAN TITLE CO.
 Township 38 Range 7 Section 9.
 This map is for location purposes only. No liability
 is assumed for variations disclosed by survey.
 Not To Scale.

Schedule A

A parcel of land located in Sections 9 and 16, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon, and more particularly described as follows: Commencing at the Northeast corner of the J. H. Dickerson Donation Land Claim No. 38 of said Township and Range; thence North 47.43 feet and West 1428.97 feet to a point on the center line of Deer Creek Road, which is the true point of beginning; thence South 25.28 feet to an iron pipe on the South boundary of Deer Creek Road; thence South 1773.80 feet to an iron pipe; thence South 109.10 feet to the center of Deer Creek; thence along the center of Deer Creek, North 89°10' West 60.55 feet and North 81°02' West 423.22 feet; thence North 83.03 feet to an iron pipe; thence North 1709.14 feet to an iron pipe on the South boundary of Deer Creek Road; thence North 27.71 feet; thence along the center of Deer Creek Road, South 86°56' East 246.62 feet and North 81°31' East 234.89 feet to the true point of beginning.

EXCEPTING THEREFROM the following: Commencing at the Northeast corner of D.L.C. No. 38 in Section 9, Township 38 South, Range 9 West of the Willamette Meridian, Josephine County, Oregon; thence North 47.43 feet and West 1428.97 feet to a point on the center line of Deer Creek Road; thence South 81°31' West, along said center line, 234.89 feet; thence North 86°56' West, along said center line 246.62 feet; thence South 225.00 feet to the true point of beginning; thence North 225.00 feet to the center line of said Deer Creek Road; thence South 86°56' East, along said center line 210.00 feet; thence South to a point East of the true point of beginning; thence West to the true point of beginning.

NOTE: This legal description was created prior to January 1, 2008.

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First American

First American Title Insurance Company

118 NE C Street
Grants Pass, OR 97526
Phn - (541)476-6884
Fax - (866)637-1007

Order No.: 7151-3123756
September 20, 2018

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

BETTYANN HOBBS, Escrow Officer/Closer
Phone: (541)476-6884 - Fax: (866)637-1004- Email: bhobbs@firstam.com
First American Title Insurance Company
118 NE C Street, Grants Pass, OR 97526

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Gary Laney, Title Officer
Phone: (541)476-6884 - Email: glaney@firstam.com

3rd Revised Preliminary Title Report

Situs Address as disclosed on Josephine County Tax Roll:

5280 Deer Creek Road, Selma, OR 97538

2006 ALTA Owners Standard Coverage	Liability \$	Premium \$	
2006 ALTA Owners Extended Coverage	Liability \$	Premium \$	
2006 ALTA Lenders Standard Coverage	Liability \$	Premium \$	
2006 ALTA Lenders Extended Coverage	Liability \$	Premium \$	782.00 STR
Endorsement 9.10, 22 & 8.1		Premium \$	100.00
Govt Service Charge		Cost \$	
Other		Cost \$	

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Proposed Insured Lender: Washington Federal

Proposed Borrower: Michael Anderson and Amy Jo Anderson

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of September 13, 2018 at 8:00 a.m., title to the fee simple estate is vested in:

Michael J. Anderson and Amy Jo Anderson, as tenants by the entirety

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

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

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
 7. Taxes for the fiscal year 2018-2019 a lien due, but not yet payable
 8. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
(Affects APN R327144)
 9. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Deer Creek.
(Affects Tax Lot 794)
 10. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Deer Creek or has been

formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.

(Affects Tax Lot 794)

11. Easement, including terms and provisions contained therein:

Recording Information:	Volume 96, Page 458, Deed Records; Volume 159, Page 425, Deed Records; Volume 160, Page 78, Deed Records and Volume 166, Page 509, Deed Records
In Favor of:	The California Oregon Power Company
For:	right of way 20 feet in width

12. Easement, including terms and provisions contained therein:

Recording Information:	Volume 253, Page 198, Deed Records
In Favor of:	Pacific Power and Light Company
For:	right of way

13. Intentionally Deleted

14. Intentionally Deleted

15. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor:	Michael J. Anderson and Amy Jo Anderson, as tenants by the entirety
Grantee/Beneficiary:	Mortgage Electronic Registration Systems, Inc., MERS solely as A nominee for South Pacific Financial Corp., DbA North Pacific Financial Corp., its successors and assigns
Trustee:	Ticor Title Company of Oregon
Amount:	\$238,494.00
Recorded:	September 06, 2016
Recording Information:	Document No. 2016-011870

16. Unrecorded leases or periodic tenancies, if any.

- END OF EXCEPTIONS -

NOTE: Report revised to remove exception no. 13.

NOTE: We find no judgments against the vestee herein, unless shown as a numbered exception above.

NOTE: Taxes for the year 2017-2018 PAID IN FULL

Tax Amount:	\$835.87
Map No.:	38-07-09 793
Property ID:	R327143
Tax Code No.:	04

NOTE: Taxes for the year 2017-2018 PAID IN FULL

Tax Amount:	\$114.93
Map No.:	38-07-09 794
Property ID:	R327144
Tax Code No.:	04

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NOTE: This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Crops on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: Statutory Warranty Deed recorded September 06, 2016 as Document No. 2016-011869, Barbara C. Goodman to Michael J. Anderson and Amy Jo Anderson.

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

GARY LANEY
TITLE OFFICER
glaney@firstam.com

RECORDING INFORMATION

As of June 4, 2018 Josephine County recording fees are as follows:

Recording Fees: \$ **96.00** indexing fee per document (first page)
\$ **5.00** for each additional page

Additional fees will be imposed by the county clerk if a document presented for recording fails to meet the requirements established by ORS Chapter 205.

cc: Washington Federal
5322 North Division Street, Spokane, WA 99207

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First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE OF STANDARD EXCEPTIONS

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

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08

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First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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Exhibit "A"

Real property in the County of Josephine, State of Oregon, described as follows:

A parcel of land located in Sections 9 and 16, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon, and more particularly described as follows: Commencing at the Northeast corner of the J. H. Dickerson Donation Land Claim No. 38 of said Township and Range; thence North 47.43 feet and West 1428.97 feet to a point on the center line of Deer Creek Road, which is the true point of beginning; thence South 25.28 feet to an iron pipe on the South boundary of Deer Creek Road; thence South 1773.80 feet to an iron pipe; thence South 109.10 feet to the center of Deer Creek; thence along the center of Deer Creek, North 89°10' West 60.55 feet and North 81°02' West 423.22 feet; thence North 83.03 feet to an iron pipe; thence North 1709.14 feet to an iron pipe on the South boundary of Deer Creek Road; thence North 27.71 feet; thence along the center of Deer Creek Road, South 86°56' East 246.62 feet and North 81°31' East 234.89 feet to the true point of beginning. EXCEPTING THEREFROM the following: Commencing at the Northeast corner of D.L.C. No. 38 in Section 9, Township 38 South, Range 9 West of the Willamette Meridian, Josephine County, Oregon; thence North 47.43 feet and West 1428.97 feet to a point on the center line of Deer Creek Road; thence South 81°31' West, along said center line, 234.89 feet; thence North 86°56' West, along said center line 246.62 feet; thence South 225.00 feet to the true point of beginning; thence North 225.00 feet to the center line of said Deer Creek Road; thence South 86°56' East, along said center line 210.00 feet; thence South to a point East of the true point of beginning; thence West to the true point of beginning.

NOTE: This legal description was created prior to January 1, 2008.

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Property Owner
R327144 ANDERSON, MICHAEL J & ANDERSON, AMY JO

Property Address
* DEER CREEK RD, SELMA, OR 97538

2021 Real Market Value
\$159,060

2021 GENERAL INFORMATION

Property Status A Active
Property Type Residential
Legal Description ACRES 18.34, POTENTIAL ADD'L TAX LIAB
Alternate Account Number ZF011
Neighborhood 1800 Selma
Map Number 38-07-09-00-000794-00
Property Use 551-HBU Farm; Zone Farm; Receiving Spec Asmt/Improved
Levy Code Area 04
Zoning EF

RELATED PROPERTIES

Linked Properties R327143

Print
property
information

2021 OWNER INFORMATION

Owner Name ANDERSON, MICHAEL J & ANDERSON,
AMY JO
Mailing Address 5280 DEER CREEK RD SELMA, OR 97538

2021 LAND SEGMENTS

STATE CODE	SEGMENT TYPE	LAND SIZE
L1	C2 BENCH IRR	10.57 Acres
L2	C3 BENCH IRR	2.00 Acres
L3	C4 BENCH DRY	5.77 Acres
L4	IRR Irrigation	-
L5	OSD On-Site Development	-

TOTALS

798890.40 Sq. ft / 18.34 acres

CERTIFIED / IN PROCESS VALUES

YEAR	IMPROVEMENTS	LAND	RMV	SPECIAL USE	ASSESSED VALUE
2021	\$0	\$159,060	\$159,060	\$9,330	\$19,000
2020	\$0	\$153,740	\$153,740	\$9,060	\$18,450

SALES HISTORY

SALE DATE	SELLER	BUYER	INST #	SALE PRICE	INST TYPE
9/6/2016	GOODMAN, BARBARA C	ANDERSON, MICHAEL J & ANDERSON, AMY JO	16-011869	\$150,000	Warranty Deed

• If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

TAX SUMMARY

Effective Date: 11/4/2021 [Details](#)

TAXYEAR	TOTAL BILLED	AD VALOREM	SPECIAL ASMT	PRINCIPAL	INTEREST	DATE PAID	TOTAL OWED
2021	\$193.91	\$168.02	\$25.89	\$193.91	\$0.00	-	\$188.09
2020	\$218.92	\$172.11	\$46.81	\$218.92	\$0.00	-	\$0.00
2019	\$123.46	\$82.05	\$41.41	\$123.46	\$0.00	-	\$0.00
2018	\$114.00	\$75.54	\$38.46	\$114.00	\$0.00	-	\$0.00
2017	\$114.93	\$74.40	\$40.53	\$114.93	\$0.00	-	\$0.00
2016	\$101.96	\$63.99	\$37.97	\$101.96	\$0.00	-	\$0.00
2015	\$98.22	\$62.13	\$36.09	\$98.22	\$0.00	-	\$0.00
2014	\$94.00	\$60.93	\$33.07	\$94.00	\$0.00	-	\$0.00
2013	\$87.73	\$0.00	\$0	\$87.73	\$0.00	-	\$0.00
2012	\$84.54	\$0.00	\$0	\$84.54	\$0.00	-	\$0.00

TOTAL TAXES DUE	
Current Year Due	\$188.09
Past Years Due	\$0.00
Total Due	\$188.09

2011	\$78.07	\$0.00	\$0	\$78.07	\$0.00	-	\$0.00
2010	\$78.65	\$0.00	\$0	\$78.65	\$0.00	-	\$0.00
2009	\$72.44	\$0.00	\$0	\$72.44	\$0.00	-	\$0.00
2008	\$74.92	\$0.00	\$0	\$74.92	\$0.00	-	\$0.00
2007	\$71.19	\$0.00	\$0	\$71.19	\$0.00	-	\$0.00
2006	\$71.46	\$0.00	\$0	\$71.46	\$0.00	-	\$0.00
2005	\$70.88	\$0.00	\$0	\$70.88	\$0.00	-	\$0.00
2004	\$64.93	\$0.00	\$0	\$64.93	\$0.00	-	\$0.00
2003	\$64.10	\$0.00	\$0	\$64.10	\$0.00	-	\$0.00
2002	\$58.82	\$0.00	\$0	\$58.82	\$0.00	-	\$0.00
2001	\$58.86	\$0.00	\$0	\$58.86	\$0.00	-	\$0.00
2000	\$53.85	\$0.00	\$0	\$53.85	\$0.00	-	\$0.00
1999	\$54.03	\$0.00	\$0	\$54.03	\$0.00	-	\$0.00
1998	\$50.66	\$0.00	\$0	\$50.66	\$0.00	-	\$0.00
1997	\$49.77	\$0.00	\$0	\$49.77	\$0.00	-	\$0.00
1996	\$56.88	\$0.00	\$0	\$56.88	\$0.00	-	\$0.00

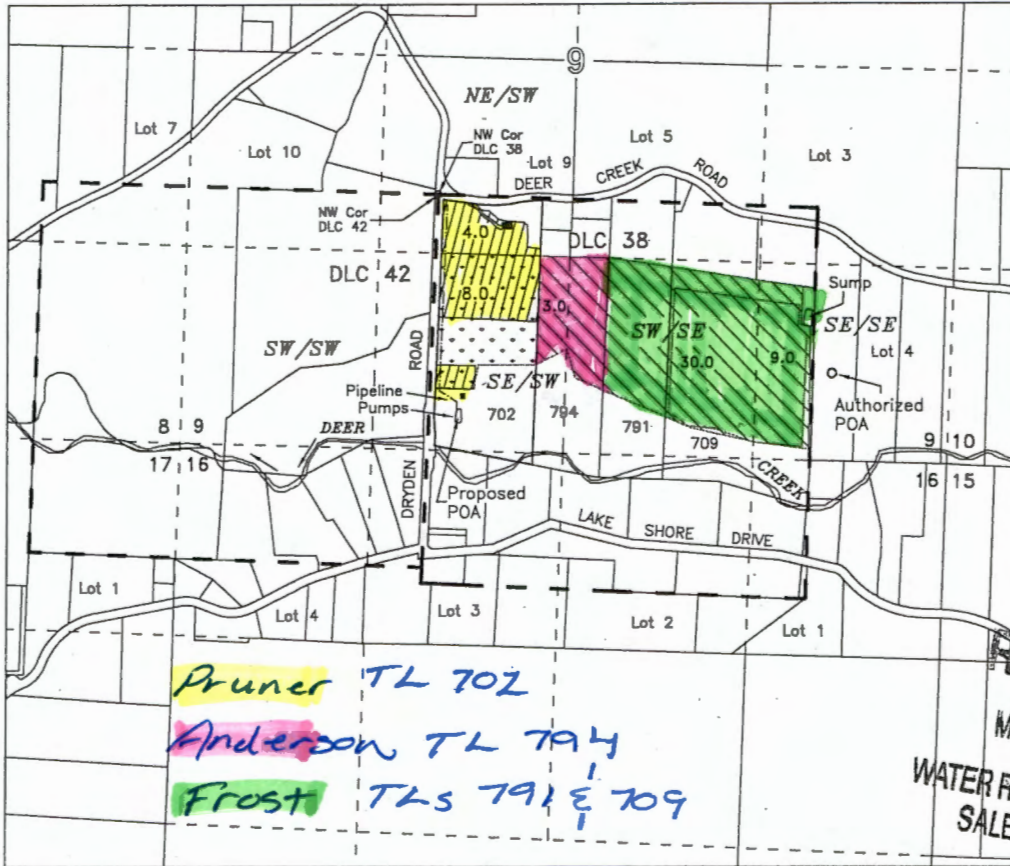
TAXYEAR	RECEIPT NUMBER	TRANSACTION DATE	PAYMENT AMOUNT
2020	1225421	11-12-2020	\$212.35
2019	1172420	11-6-2019	\$119.76
2018	1119190	11-1-2018	\$110.58
2017	1094808	11-28-2017	\$111.48
2016	1058321	6-15-2017	\$107.39
2015	965262	10-9-2015	\$95.27
2014	916691	10-14-2014	\$91.18
2013	868796	10-15-2013	\$85.10
2012	825271	10-25-2012	\$82.00
2011	768857	10-24-2011	\$75.73

2010	732570	11-9-2010	\$76.29
2009	675265	11-9-2009	\$70.27
2008	633071	11-14-2008	\$72.67
2007	559144	10-24-2007	\$69.05
2006	545782	1-11-2007	\$98.24
2005	496469	2-6-2006	\$208.14
2002	351230	6-11-2003	\$133.37
2000	290340	12-31-2001	\$132.35
1998	140766	5-12-1999	\$112.40
1996	1126	1-1-1938	\$58.59

GROUND WATER REGISTRATION MODIFICATION

CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION

REGISTRATION GR-4090 CERTIFICATE GR-3860
 Section 9, Township 38 South, Range 7 West, W.M.
 Josephine County, Oregon

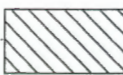
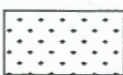





- o AUTHORIZED POINT OF APPROPRIATION (Sump) SE-SE, 590 feet North & 810 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (not in use)
- o PROPOSED POINT OF APPROPRIATION (Sump) SE-SW, 230 feet North & 3390 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (12.0 ac. TL-702 only) (Was constructed in 1982 or 1983)

Pruner TL 702
Anderson TL 794
Frost Tls 791 & 709

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 WATER RESOURCES DEPT
 SALEM, OREGON

2021 Assign Work Copies

IRRIGATION - JUNE 1948	APPLICANT:	
 Assumed original place of use Not modified by this application 42.0 ac.* (No Official Map Available)	James R. & Leona M. LaFlamme P.O. Box 106 Selma, OR 97538-0106	
 Change in Place of Use Before Change - 12.0 ac. SE-SW Section 9	*Of the remaining 42.0 acres after this change, only about 20.0 acres have been and are being irrigated, all on TL-709. Rate of diversion in registration is 150 gpm for 54 acres with a total duty of 100 Acre-Feet	
 Change in Place of Use After Change - 4.0 ac. NE-SW 8.0 ac. SE-SW Section 9	Upon adjudication, if fewer than 54 acres are found irrigated, it is expected that the total quantity of water (150 gpm) not be reduced unless the rate per acre exceeds 1/80 CFS per acre and the duty of 100 Acre-Feet not be reduced unless it exceeds 2.5 acre feet per acre	Scale 1 inch = 1320 feet 
This map is not intended to provide legal dimensions or locations of property ownership lines	Base Map: Josephine County GIS data with 2005 FSA aerial photo overlay for assumed best 1011417	Rev. 4/26/2012 n.e.d.

BJORK Mary F * WRD

From: BJORK Mary F * WRD
Sent: Wednesday, September 22, 2021 2:47 PM
To: CECILIANI Scott C * WRD
Cc: BJORK Mary F * WRD
Subject: GR-4090 FW: Request for Assignment deficiencies

Importance: High

Hi Scott,

Apologies for not being able to address your questions earlier today. I just reviewed the items discussed, and see the possible confusion/error in my guidance to the Andersons. I tried calling, but couldn't leave a message.

The current holders of record are correct as captured in Wris, see below. But it appears that my guidance was in error and the portion being requested for assignment is TL 794, not TL 702. And that the assignment should be from Frost to Anderson, not Pruner to Anderson.

Please let me know if you'd like to discuss. I'm available today until 4:00, and through the rest of the week from 7-4.

Thanks so much!

Mary

▼ Contact information

OWNER:

▶ MICHAEL PRUNER

▶ 4567 DEER CREEK RD; PO BOX 655
SELMA, OR 97538

OWNER:

▶ PAMELA PRUNER

▶ 4567 DEER CREEK RD; PO BOX 655
SELMA, OR 97538

REGISTRANT:

▶ LORETTA FROST

▶ RAINBOW RANCH
SELMA, OR 97538

REGISTRANT:

▶ RAYMOND FROST

▶ RAINBOW RANCH
SELMA, OR 97538

[Mary F. Bjork](#)

Water Rights Program Analyst

725 Summer St NE, Suite A, Salem OR 97301 | Phone 503-979-9895



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From: BJORK Mary F * WRD <Mary.F.Bjork@oregon.gov>
Sent: Wednesday, June 16, 2021 12:39 PM
To: mnaanderson@yahoo.com
Cc: BJORK Mary F * WRD <Mary.F.Bjork@oregon.gov>
Subject: Request for Assignment deficiencies

Hi Amy,

Thanks for your patience and apologies for the delay, I had hoped to get this email off to you last week. As discussed, the attached Request for Assignment by Proof of Ownership is incomplete. Rather than sending it back by post, I believe we can overcome the deficiencies by email.

As seen on the attached request, the yellow highlighting represents missing information that needs to be addressed in order for the Department to complete the assignment. I will attempt to address each missing item to assist you in completing the form. I'm hoping that you can print out the form, fill in the missing information and send a copy of that back by email, along with missing items (location description on deed) and proof that notice of the assignment was given or attempted for the current holder of record for the portion of the water right that you are applying for assignment on.

1 – Because you are only requesting assignment on a portion of the lands covered by GR-4090, please check the second option of, “hereby request assignment of a portion of groundwater statement; (*You must include a map showing the portion of the groundwater statement to be assigned.*) For the required map, you may use the attached map that you submitted for the groundwater modification, if you can write on that map that the green highlighting represents the portion being assignment is being requested on.

2 – Please write the water right number to identify what water right you are requesting assignment on. You may write GR-4090 in the space next to Groundwater Statement#.

3 – Name of Current Holder of Record space - This is where you need to write the current holder of record for the portion that you are requesting assignment on. The current holder of record on file with the Department for the portion is: Michael G. and Pamela K. Pruner. Please write their names in the space highlighted for the current holder of record. The address on file for the Pruner's is PO Box 655, Selma, OR 97538. Although you may have a more current address for them to write on the form.

4 – The box at the bottom of the form is incomplete. It is missing your signature and date. It is also missing your initials in the spots highlighted. You placed a checkmark on the first choice of attaching proof of ownership, and submitted the first page of a Deed of Trust. Unfortunately, the first page of the deed does not contain a description of the location of the property. I'm attaching a partial copy of the proof submitted on a previous request for assignment as an example of a description of the location of the property. The location description attached to the deed for your property may or may not be the same.

5, 6, & 7 – The box at the bottom of the form is also missing your initials on points 2), 3) and 4). Please place you initials in these spots. You do have the legal right to request assignment per the listed rules (2). And #4 means that you are agreeing that the information provided is true and correct to the best of your knowledge. For #3, you did not provide

proof the notice of the assignment was given or attempted for Michael G. and Pamela K. Pruner. Proof acceptable to the Department is listed on the form. Please contact me directly to discuss this proof in further detail if needed.

I know this is a lot, but I'm unable to process the assignment as it's been submitted. The GR Modification that you submitted cannot go forward without a completed assignment. They are two separate processes.

I'm happy to help in any way I can, please let me know if you have any questions.

Best Regards,

Mary

Mary F. Bjork

Water Rights Program Analyst

725 Summer St NE, Suite A, Salem OR 97301 | Phone 503-986-0817



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Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301
 (503) 986-0900
 www.wrd.state.or.us

Request for Assignment By Proof of Ownership (If Water Right Holder is Not Available)

If the Department determines that the application is incomplete, fees have not been paid, or the required documents are not acceptable, the application and all fees submitted will be returned to the applicant.

If for multiple rights, a separate form and fee for each right will be required.

I, Mike & Amy Anderson
 (Name of Party Requesting Assignment)
5280 Deer Ck Rd Selma OR 97538 541-597-4786
 (Mailing Address) (City) (State) (Zip) (Phone #)

- hereby request assignment of an entire application/permit/transfer/limited license/groundwater statement; hereby request
- assignment of a portion of application/permit/transfer/limited license/groundwater statement; (You must include a map showing the portion of the application/permit/ transfer/limited license/groundwater statement to be assigned.)

Application # _____; Permit # _____; Transfer # _____;
 Limited License # _____; Groundwater Statement # _____;

 (Name of Current Holder of Record)

 (Mailing Address) (City) (State) (Zip) (Phone #)

Note: Write the initials (first letters) of your first and last names at the spots indicated below _____.

- 1) I certify that I am the current owner of the property described in this application, permit, transfer order, limited license, or groundwater statement. I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.
- 2) _____ I have the legal right to request assignment under OAR 690-310-0280 and 690-320-0060.
- 3) _____ I have not been able to contact the owner(s) of record for the above referenced transaction. I have attached proof acceptable to the Department that notice of the assignment has been given or attempted for each identified property owner not a party to the assignment. ORS 537.220(2) Failure to submit this proof will result in the return of your request. (Proof may include but not be limited to: a copy of returned certified mailing, copy of a Death Certificate, or a court order.)
- 4) _____ I further certify that the information provided herein is true and correct to the best of my knowledge.

Witness my hand this _____ day of _____, 20_____.
 (Day) (Month) (Year)

Signature of Party Requesting Assignment _____

Failure to provide any of the required information will result in the return of your application.

DO NOT WRITE IN THIS BOX



The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$100.

RECEIVED

JUN 01 2021

OWRD

Until a change is requested all tax statements should be sent to the following address.

WHEN RECORDED MAIL TO
Washington Federal
425 Pike St
Seattle, Washington 98101
ATTN: Records Management

TAX ACCOUNT NUMBER
R327143 / R327144
True and Actual Consideration is:
\$ 217,921.00

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated September 17, 2018, together with all Riders to this document.

(B) "Borrower" is Michael J Anderson and Amy Jo Anderson, husband and wife whose address(s) is/are:
5280 Deer Creek Rd, Selma, Oregon 97538

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Washington Federal, National Association. Lender is a corporation organized and existing under the laws of The USA. Lender's address is 425 Pike Street, Seattle, Washington 98101. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIRST AMERICAN TITLE, 118 NE C St, Grants Pass, Oregon 97526.

(E) "Note" means the promissory note signed by Borrower and dated September 17, 2018. The Note states that Borrower owes Lender Two Hundred Seventeen Thousand Nine Hundred Twenty One And 00/100 Dollars (U.S. \$217,921.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2048.

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

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

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BJORK Mary F * WRD

From: BJORK Mary F * WRD
Sent: Wednesday, June 16, 2021 12:39 PM
To: mnaanderson@yahoo.com
Cc: BJORK Mary F * WRD
Subject: Request for Assignment deficiencies
Attachments: submitted assignment form.pdf; Map.pdf; property location description.pdf

Hi Amy,

Thanks for your patience and apologies for the delay, I had hoped to get this email off to you last week. As discussed, the attached Request for Assignment by Proof of Ownership is incomplete. Rather than sending it back by post, I believe we can overcome the deficiencies by email.

As seen on the attached request, the yellow highlighting represents missing information that needs to be addressed in order for the Department to complete the assignment. I will attempt to address each missing item to assist you in completing the form. I'm hoping that you can print out the form, fill in the missing information and send a copy of that back by email, along with missing items (location description on deed) and proof that notice of the assignment was given or attempted for the current holder of record for the portion of the water right that you are applying for assignment on.

1 – Because you are only requesting assignment on a portion of the lands covered by GR-4090, please check the second option of, “hereby request assignment of a portion of groundwater statement; (*You must include a map showing the portion of the groundwater statement to be assigned.*) For the required map, you may use the attached map that you submitted for the groundwater modification, if you can write on that map that the green highlighting represents the portion being assignment is being requested on.

2 – Please write the water right number to identify what water right you are requesting assignment on. You may write GR-4090 in the space next to Groundwater Statement#.

3 – Name of Current Holder of Record space - This is where you need to write the current holder of record for the portion that you are requesting assignment on. The current holder of record on file with the Department for the portion is: Michael G. and Pamela K. Pruner. Please write their names in the space highlighted for the current holder of record. The address on file for the Pruner's is PO Box 655, Selma, OR 97538. Although you may have a more current address for them to write on the form.

4 – The box at the bottom of the form is incomplete. It is missing your signature and date. It is also missing your initials in the spots highlighted. You placed a checkmark on the first choice of attaching proof of ownership, and submitted the first page of a Deed of Trust. Unfortunately, the first page of the deed does not contain a description of the location of the property. I'm attaching a partial copy of the proof submitted on a previous request for assignment as an example of a description of the location of the property. The location description attached to the deed for your property may or may not be the same.

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I know this is a lot, but I'm unable to process the assignment as it's been submitted. The GR Modification that you submitted cannot go forward without a completed assignment. They are two separate processes.

I'm happy to help in any way I can, please let me know if you have any questions.

Best Regards,

Mary

Mary F. Bjork

Water Rights Program Analyst

725 Summer St NE, Suite A, Salem OR 97301 | Phone 503-986-0817



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 (503) 986-0900
 www.wrd.state.or.us

Request for Assignment By Proof of Ownership (If Water Right Holder is Not Available)

If the Department determines that the application is incomplete, fees have not been paid, or the required documents are not acceptable, the application and all fees submitted will be returned to the applicant.

If for multiple rights, a separate form and fee for each right will be required.

I, Mike & Amy Anderson
 (Name of Party Requesting Assignment)
5280 Deer Ck Rd Selma OR 97538 541-597-4786
 (Mailing Address) (City) (State) (Zip) (Phone #)

- hereby request assignment of an entire application/permit/transfer/limited license/groundwater statement; hereby request
- assignment of a portion of application/permit/transfer/limited license/groundwater statement; (You must include a map showing the portion of the application/permit/ transfer/limited license/groundwater statement to be assigned.)

Application # _____; Permit # _____; Transfer # _____;
 Limited License # _____; Groundwater Statement # _____;

 (Name of Current Holder of Record)

 (Mailing Address) (City) (State) (Zip) (Phone #)

Note: Write the initials (first letters) of your first and last names at the spots indicated below _____.

- 1) I certify that I am the current owner of the property described in this application, permit, transfer order, limited license, or groundwater statement. I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.
- 2) _____ I have the legal right to request assignment under OAR 690-310-0280 and 690-320-0060.
- 3) _____ I have not been able to contact the owner(s) of record for the above referenced transaction. I have attached proof acceptable to the Department that notice of the assignment has been given or attempted for each identified property owner not a party to the assignment. ORS 537.220(2) Failure to submit this proof will result in the return of your request. (Proof may include but not be limited to: a copy of returned certified mailing, copy of a Death Certificate, or a court order.)
- 4) _____ I further certify that the information provided herein is true and correct to the best of my knowledge.

Witness my hand this _____ day of _____, 20_____.
 (Day) (Month) (Year)

Signature of Party Requesting Assignment _____

Failure to provide any of the required information will result in the return of your application.

DO NOT WRITE IN THIS BOX



The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$100.

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JUN 01 2021

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GROUND WATER REGISTRATION MODIFICATION

CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION

REGISTRATION GR-4090 CERTIFICATE GR-3860

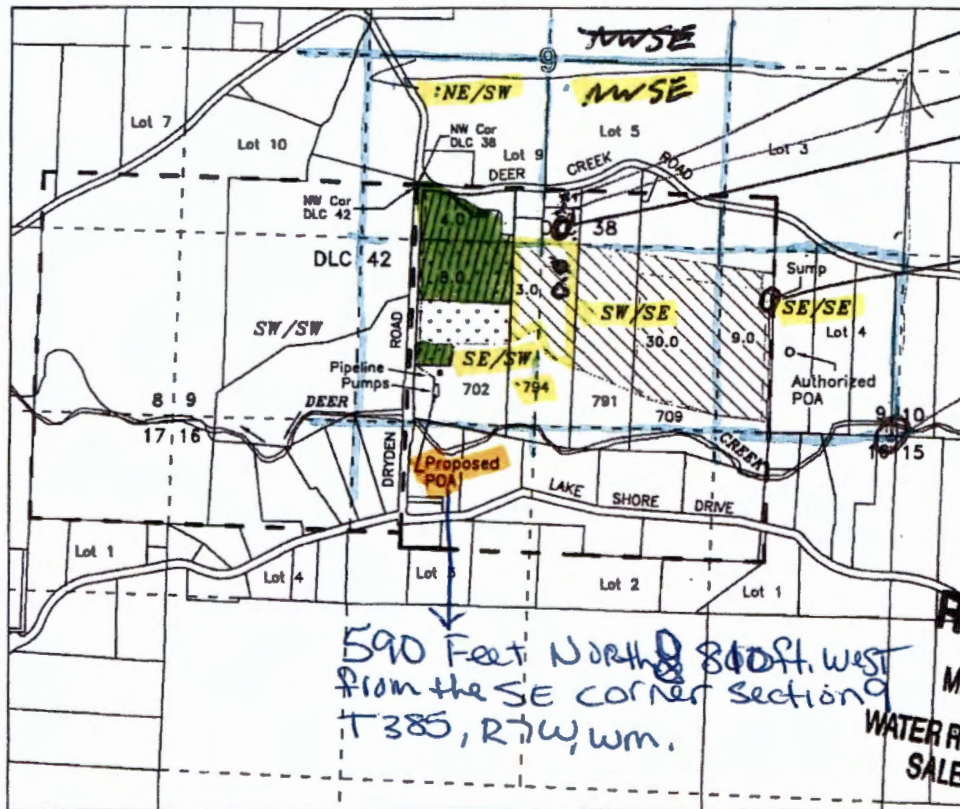
Section 9, Township 38 South, Range 7 West, W.M.

Josephine County, Oregon

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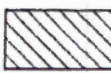

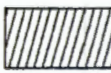
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WATER RESOURCES DEPT
SALEM, OREGON

o AUTHORIZED POINT OF APPROPRIATION (Sump) SE-SE, 590 feet North & 810 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (not in use)

o PROPOSED POINT OF APPROPRIATION (Sump) SE-SW, 230 feet North & 3390 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (12.0 ac. TL-702 only) (Was constructed in 1982 or 1983)

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IRRIGATION - JUNE 1948

-  Assumed original place of use Not modified by this application 42.0 ac.* (No Official Map Available)
-  Change in Place of Use Before Change - 12.0 ac. SE-SW Section 9
-  Change in Place of Use After Change - 4.0 ac. NE-SW 8.0 ac. SE-SW Section 9

APPLICANT:

James R. & Leona M. LaFlamme
P.O. Box 106
Selma, OR 97538-0106

*Of the remaining 42.0 acres after this change, only about 20.0 acres have been and are being irrigated, all on TL-709.

Rate of diversion in registration is 150 gpm for 54 acres with a total duty of 100 Acre-Feet

Upon adjudication, if fewer than 54 acres are found irrigated, it is expected that the total quantity of water (150 gpm) not be reduced unless the rate per acre exceeds 1/80 CFS per acre and the duty of 100 Acre-Feet not be reduced unless it exceeds 2.5 acre feet per acre

OWRD



Scale

1 inch = 1320 feet

This map is not intended to provide legal dimensions or locations of property ownership lines

Base Map: Josephine County GIS data with 2005 FSA aerial photo overlay for assumed best fit

Rev. 4/26/2012 n.e.d.

PRELIMINARY REPORT
(Continued)

Order No.: 470315040254-TTJA26

EXHIBIT "A"

Commencing at the Northeast corner of the J. H. Dickerson D.L.C. No. 38 in Sections 16 and 9, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon; thence North 25.97 feet; thence West 1907.56 to a point on the center line of Deer Creek Road, for the true point of beginning; thence South 27.71 feet to a 3/4 inch iron pipe on the South right of way line of said road; thence South 1819.66 feet to the center line of Deer Creek; thence North 81° 02' West 768.26 feet to the center line of Dryden Road; thence North 0° 24' East along said center line 1693.96 feet to a spike set at the intersection of said center line with the center line of Deer Creek Road; thence South 84° 48' East along said center line 448.63 feet to an iron pin; thence North 80° 18' East 283.69 feet to an iron pin; thence South 86° 56' East 20.50 feet to the true point of beginning. EXCEPTING THEREFROM any portion lying within Deer Creek Road, and Dryden Road.

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JUL 29 2015

SALEM, OR



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301
 (503) 986-0900
 www.wrd.state.or.us

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MAY 07 2012

WATER RESOURCES DEPT
 SALEM, OREGON

Request for Assignment

By Proof of Ownership
 (If Water Right Holder is Not Available)

If for multiple rights, a separate form and fee for each right will be required.

I, James W. and Leona M. LaFlamme, Trustees LaFlamme Loving Trust
 (Name of Party Requesting Assignment)

P.O. Box 106 Selma OR 97538-0106 (541) 597-2333
 (Mailing Address) (City) (State) (Zip) (Phone #)

- hereby request assignment of application/permit/transfer/license/GR Certificate of Registration;
- hereby request assignment of a portion of application/permit/transfer/license/GR Certificate of Registration; (You must include a map showing the portion of the application/permit/transfer/license/GR Certificate of Registration to be assigned.)

I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.

Application # _____; Permit # _____; Transfer# _____
 License # _____ GR Statement # 4090 -OR- GR Certificate of Registration # 3860

Raymond L. and Loretta R. Frost
 (Name of Holder of Record)

Deceased
 (Mailing Address) (City) (State) (Zip) (Phone #)

Note: You are required to furnish proof acceptable to the Department that notice of the assignment has been given or attempted for each identified property owner not a party to the assignment. ORS 537.220(2) Failure to submit this proof will result in the return of your request. (Proof may include but not be limited to: a copy of returned certified mailing, copy of a Death Certificate, or a court order.)

- 1) I certify that I am the current owner of the property described in this application, Permit, transfer, license or GR Certificate of Registration.
- 2) I have the legal right to request assignment under OAR 690-310-0280 and 690-320-0060.
- 3) I have not been able to contact the owner(s) of record for the above referenced application or water right.
- 4) I further certify that the information provided herein is true and correct to the best of my knowledge.

Witness my hand this 3rd day of May, 2012.

Party Requesting Assignment James W. LaFlamme

Party Requesting Assignment Leona M. LaFlamme

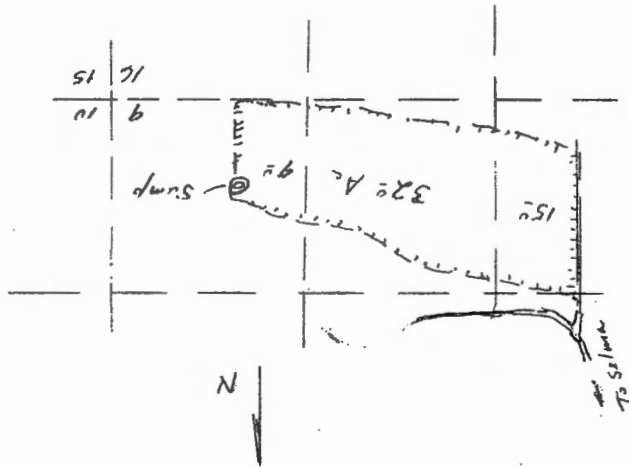
ASSIGN PARTIAL BY DIRECTOR
 5/8/12
 [Signature]

DO NOT WRITE IN THIS BOX

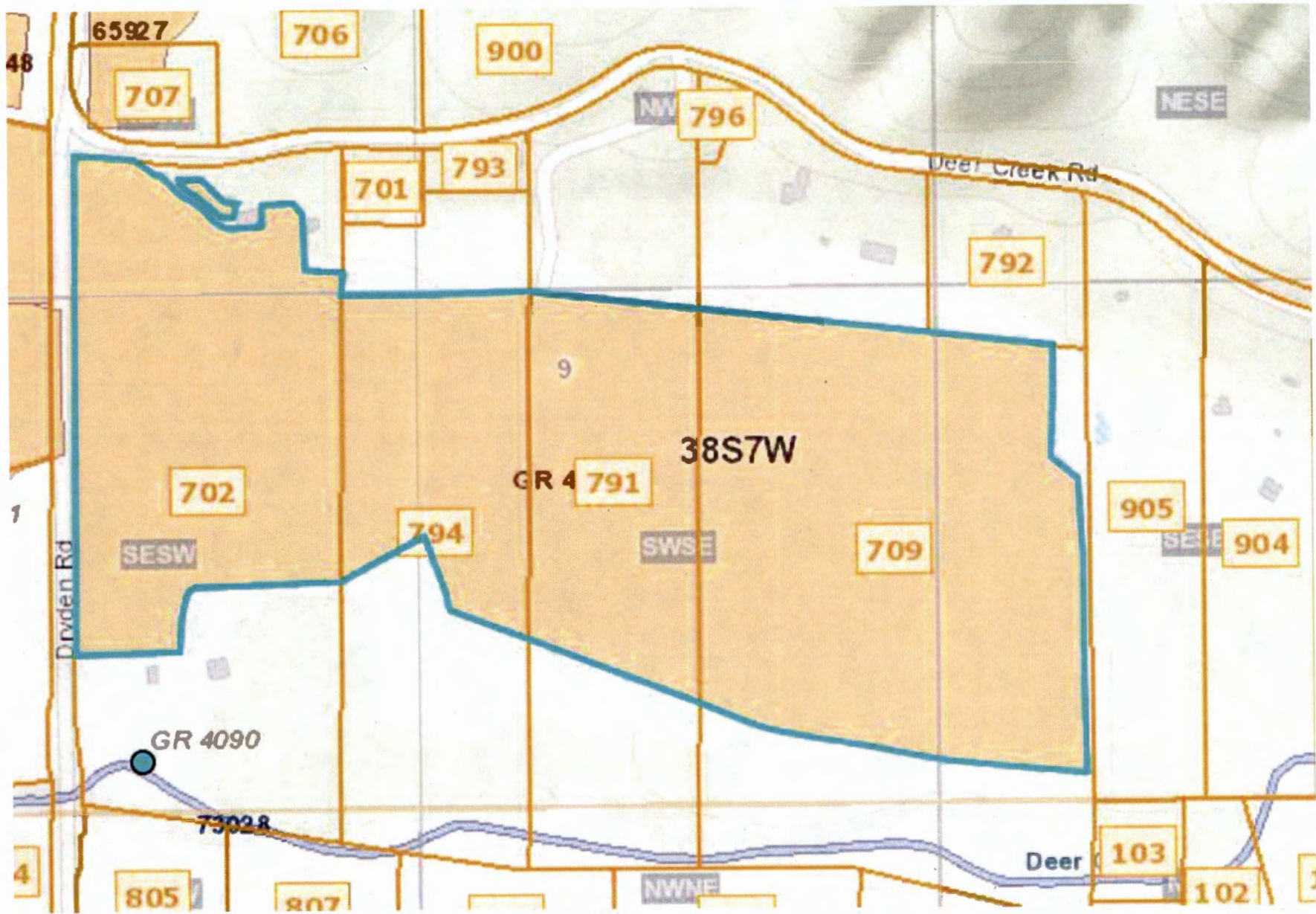
- This certifies assignment and record change at Oregon Water Resources Department effective 8:00a.m. on date of receipt at Salem, Oregon.
- Fee receipt # 105645
- For Director by Jerry Sauter, Program Analyst in Water Rights Division [Signature]

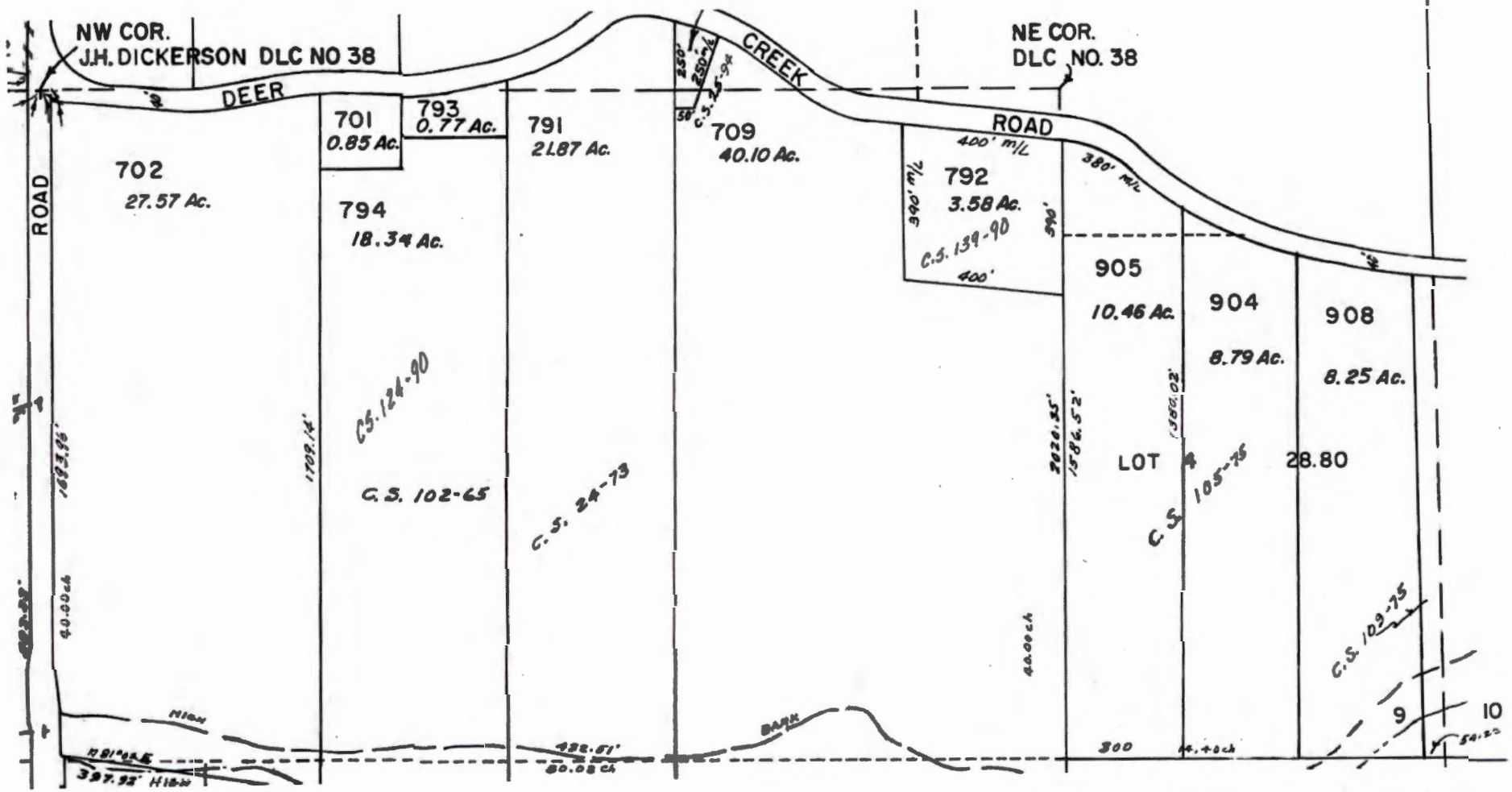
The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$75.

Map to Accompany
 Registration Statement
 of Ray Frost
 Scale 1" = 1000'



RECEIVED
 AUG 4 1958
 STATE ENGINEER
 SALEM, OREGON





NW COR.
J.H. DICKERSON DLC NO 38

NE COR.
DLC NO. 38

DEER

CREEK

ROAD

ROAD

702
27.57 Ac.

701
0.85 Ac.

793
0.77 Ac.

791
21.87 Ac.

709
40.10 Ac.

792
3.58 Ac.
C.S. 139-90
400'

794
18.34 Ac.

905
10.46 Ac.

904
8.79 Ac.

908
8.25 Ac.

C.S. 124-90

C.S. 102-65

C.S. 24-73

LOT 4

28.80

C.S. 105-75

C.S. 109-75

DARK

HIGH

1781.96

397.93 HIGH

432.51'
50.08 ac

300

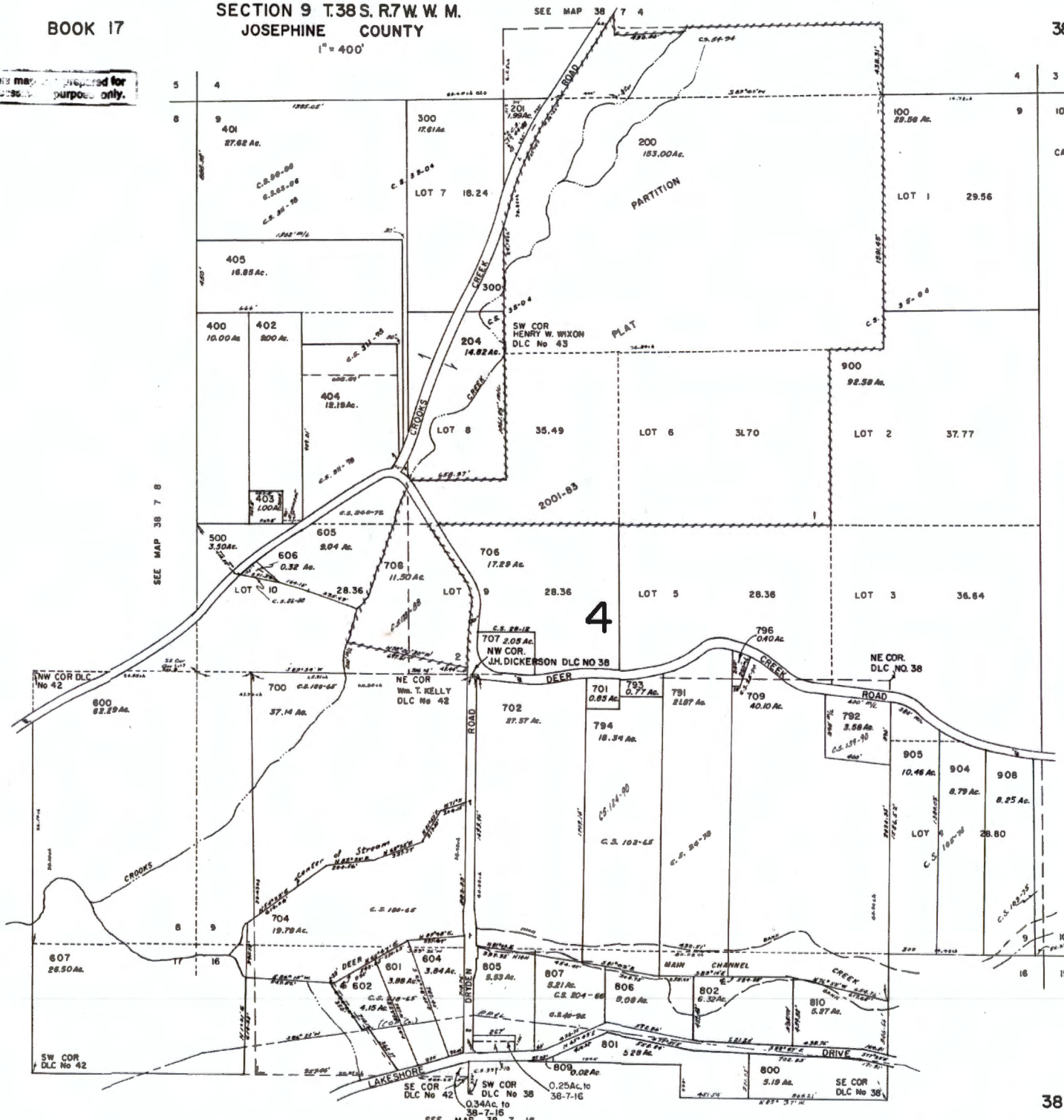
4.40 ac

9

10

54.25

This map is prepared for
reference purposes only.



- CANCELLED T.L.
- 901
 - 903
 - 793
 - 803
 - 703
 - 202
 - 794
 - 790
 - 690
 - 795
 - 902
 - 692
 - 906
 - 902
 - 799
 - 808
 - 490
 - 203
 - 290
 - 780
 - 603
 - 291
 - 705
 - 804

SEE MAP 38 7 10

SEE MAP 38 7 16



Oregon

Kate Brown, Governor

Water Resources Department
North Mall Office Building
725 Summer St NE, Ste A
Salem, OR 97301
Phone: 503-986-0900
Fax: 503-986-0904
www.Oregon.gov/OWRD

September 9, 2021

Mike and Amy Anderson
5280 Deer Creek Rd
Selma, OR 97538

Reference: Application GR-4090, GR Registration GR-3860

Dear Mike and Amy,

Per your request, I am forwarding by post those items sent by email to mnaanderson@yahoo.com on June 16, 2021.

Once the Request for Assignment by Proof of Ownership is complete, the Department will be able to go forward with processing the submitted Groundwater Modification.

Should you have any questions, please do not hesitate to contact me at the address above or by telephone at 503-979-9895.

Sincerely,

Mary F. Bjork
Water Rights Program Analyst
Water Right Services Division

Enclosure: Request for Assignment Documents

cc: file



BJORK Mary F * WRD

From: BJORK Mary F * WRD
Sent: Wednesday, June 16, 2021 12:39 PM
To: mnaanderson@yahoo.com
Cc: BJORK Mary F * WRD
Subject: Request for Assignment deficiencies
Attachments: submitted assignment form.pdf; Map.pdf; property location description.pdf

Hi Amy,

Thanks for your patience and apologies for the delay, I had hoped to get this email off to you last week. As discussed, the attached Request for Assignment by Proof of Ownership is incomplete. Rather than sending it back by post, I believe we can overcome the deficiencies by email.

As seen on the attached request, the yellow highlighting represents missing information that needs to be addressed in order for the Department to complete the assignment. I will attempt to address each missing item to assist you in completing the form. I'm hoping that you can print out the form, fill in the missing information and send a copy of that back by email, along with missing items (location description on deed) and proof that notice of the assignment was given or attempted for the current holder of record for the portion of the water right that you are applying for assignment on.

1 – Because you are only requesting assignment on a portion of the lands covered by GR-4090, please check the second option of, “hereby request assignment of a portion of groundwater statement; *(You must include a map showing the portion of the groundwater statement to be assigned.)* For the required map, you may use the attached map that you submitted for the groundwater modification, if you can write on that map that the green highlighting represents the portion being assignment is being requested on.

2 – Please write the water right number to identify what water right you are requesting assignment on. You may write GR-4090 in the space next to Groundwater Statement#.

3 – Name of Current Holder of Record space - This is where you need to write the current holder of record for the portion that you are requesting assignment on. The current holder of record on file with the Department for the portion is: Michael G. and Pamela K. Pruner. Please write their names in the space highlighted for the current holder of record. The address on file for the Pruner's is PO Box 655, Selma, OR 97538. Although you may have a more current address for them to write on the form.

4 – The box at the bottom of the form is incomplete. It is missing your signature and date. It is also missing your initials in the spots highlighted. You placed a checkmark on the first choice of attaching proof of ownership, and submitted the first page of a Deed of Trust. Unfortunately, the first page of the deed does not contain a description of the location of the property. I'm attaching a partial copy of the proof submitted on a previous request for assignment as an example of a description of the location of the property. The location description attached to the deed for your property may or may not be the same.

5, 6, & 7 – The box at the bottom of the form is also missing your initials on points 2), 3) and 4). Please place you initials in these spots. You do have the legal right to request assignment per the listed rules (2). And #4 means that you are agreeing that the information provided is true and correct to the best of your knowledge. For #3, you did not provide proof the notice of the assignment was given or attempted for Michael G. and Pamela K. Pruner. Proof acceptable to the Department is listed on the form. Please contact me directly to discuss this proof in further detail if needed.



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301
 (503) 986-0900
 www.wrd.state.or.us

Request for Assignment By Proof of Ownership (If Water Right Holder is Not Available)

If the Department determines that the application is incomplete, fees have not been paid, or the required documents are not acceptable, the application and all fees submitted will be returned to the applicant.

If for multiple rights, a separate form and fee for each right will be required.

I, Mike & Amy Anderson
 (Name of Party Requesting Assignment)
5280 Deer Ck Rd Selma OR 97538 541-597-4786
 (Mailing Address) (City) (State) (Zip) (Phone #)

- hereby request assignment of an entire application/permit/transfer/limited license/groundwater statement; hereby request
- assignment of a portion of application/permit/transfer/limited license/groundwater statement; (You must include a map showing the portion of the application/permit/ transfer/limited license/groundwater statement to be assigned.)

Application # _____; Permit # _____; Transfer # _____;
 Limited License # _____; Groundwater Statement # _____;

 (Name of Current Holder of Record)

 (Mailing Address) (City) (State) (Zip) (Phone #)

Note: Write the initials (first letters) of your first and last names at the spots indicated below _____.

- 1) I certify that I am the current owner of the property described in this application, permit, transfer order, limited license, or groundwater statement. I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.
- 2) _____ I have the legal right to request assignment under OAR 690-310-0280 and 690-320-0060.
- 3) _____ I have not been able to contact the owner(s) of record for the above referenced transaction. I have attached proof acceptable to the Department that notice of the assignment has been given or attempted for each identified property owner not a party to the assignment. ORS 537.220(2) Failure to submit this proof will result in the return of your request. (Proof may include but not be limited to: a copy of returned certified mailing, copy of a Death Certificate, or a court order.)
- 4) _____ I further certify that the information provided herein is true and correct to the best of my knowledge.

Witness my hand this _____ day of _____, 20_____
 (Day) (Month) (Year)

Signature of Party Requesting Assignment _____

Failure to provide any of the required information will result in the return of your application.

DO NOT WRITE IN THIS BOX



The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$100.

RECEIVED

JUN 01 2021

OWRD

GROUND WATER REGISTRATION MODIFICATION

CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION

REGISTRATION GR-4090 CERTIFICATE GR-3860

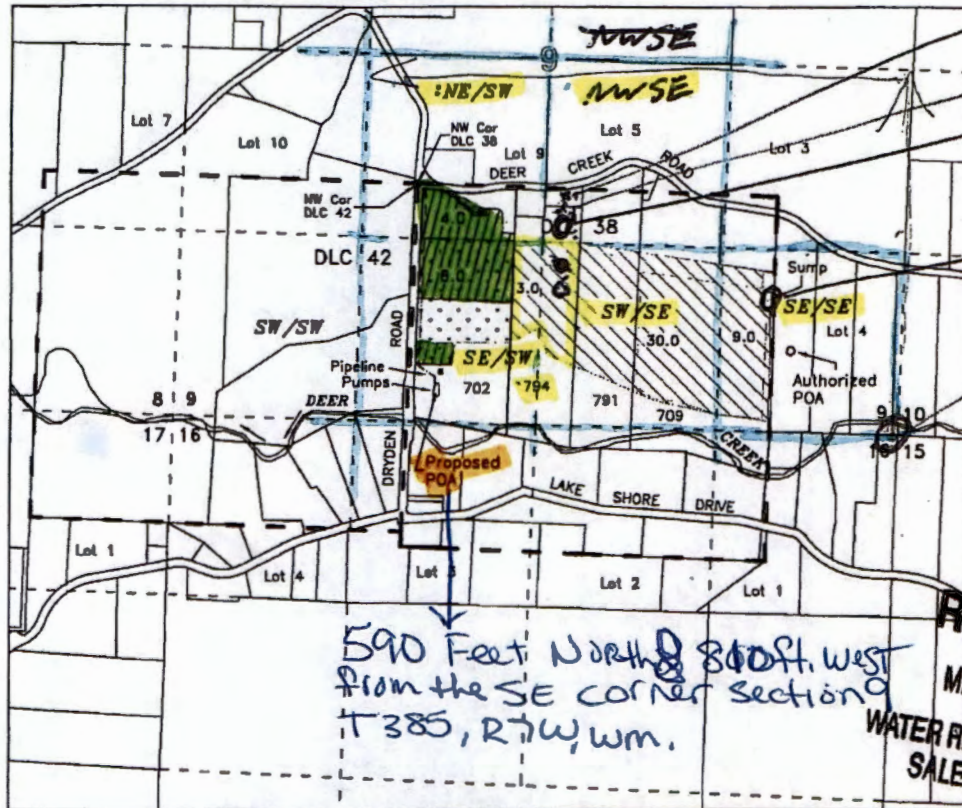
Section 9, Township 38 South, Range 7 West, W.M.

Josephine County, Oregon

RECEIVED

MAY 03 2021

CO-PLANNING



OWRD

RECEIVED

MAY 21 2021

OWRD

RECEIVED

MAY 07 2012

WATER RESOURCES DEPT SALEM, OREGON




AUTHORIZED POINT OF APPROPRIATION (Sump) SE-SE, 590 feet North & 810 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (not in use)

PROPOSED POINT OF APPROPRIATION (Sump) SE-SW, 230 feet North & 3390 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (12.0 ac. TL-702 only) (Was constructed in 1982 or 1983)

RECEIVED

JUN 01 2021

IRRIGATION - JUNE 1948

-  Assumed original place of use Not modified by this application 42.0 ac.* (No Official Map Available)
-  Change in Place of Use Before Change - 12.0 ac. SE-SW Section 9
-  Change in Place of Use After Change - 4.0 ac. NE-SW 8.0 ac. SE-SW Section 9

APPLICANT:

James R. & Leona M. LaFlamme
P.O. Box 106
Selma, OR 97538-0106

*Of the remaining 42.0 acres after this change, only about 20.0 acres have been and are being irrigated, all on TL-709.
Rate of diversion in registration is 150 gpm for 54 acres with a total duty of 100 Acre-Feet
Upon adjudication, if fewer than 54 acres are found irrigated, it is expected that the total quantity of water (150 gpm) not be reduced unless the rate per acre exceeds 1/80 CFS per acre and the duty of 100 Acre-Feet not be reduced unless it exceeds 2.5 acre feet per acre

OWRD



Scale

1 inch = 1320 feet



This map is not intended to provide legal dimensions or locations of property ownership lines

Base Map: Josephine County GIS data with 2005 FSA aerial photo overlay for assumed best fit

Rev. 4/26/2012 n.e.d.

PRELIMINARY REPORT
(Continued)

Order No.: 470315040254-TTJA26

EXHIBIT "A"

Commencing at the Northeast corner of the J. H. Dickerson D.L.C. No. 38 in Sections 16 and 9, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon; thence North 25.97 feet; thence West 1907.56 to a point on the center line of Deer Creek Road, for the true point of beginning; thence South 27.71 feet to a 3/4 inch iron pipe on the South right of way line of said road; thence South 1819.88 feet to the center line of Deer Creek; thence North 81° 02' West 768.26 feet to the center line of Dryden Road; thence North 0° 24' East along said center line 1693.96 feet to a spike set at the intersection of said center line with the center line of Deer Creek Road; thence South 84° 48' East along said center line 448.63 feet to an iron pin; thence North 80° 18' East 283.89 feet to an iron pin; thence South 86° 56' East 20.50 feet to the true point of beginning. EXCEPTING THEREFROM any portion lying within Deer Creek Road, and Dryden Road.

RECEIVED BY OWRD

JUL 29 2015

SALEM, OR

BJORK Mary F * WRD

From: BJORK Mary F * WRD
Sent: Wednesday, September 8, 2021 9:56 AM
To: BJORK Mary F * WRD
Subject: FW: Request for Assignment deficiencies
Attachments: submitted assignment form.pdf; Map.pdf; property location description.pdf

Send this on THURSDAY from office.

Done!

[Mary F. Bjork](#)

Water Rights Program Analyst
Oregon Water Resources Department
725 Summer St NE, Suite A, Salem OR 97301 | Cell 503-979-9895



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

From: BJORK Mary F * WRD <Mary.F.Bjork@oregon.gov>
Sent: Monday, August 23, 2021 9:38 AM
To: GREW Scott A * WRD <Scott.A.Grew@oregon.gov>
Cc: BJORK Mary F * WRD <Mary.F.Bjork@oregon.gov>
Subject: FW: Request for Assignment deficiencies

Hi Scott,

I just got off the phone with Mike Anderson. I think he left messages for you, so I wanted to follow up. Mike wanted to know why he hadn't heard back from us on his submitted assignment and GR Mod. I sent him the email below in June after talking to his wife, but he said that they've both lost their jobs and their computer. So, I'll be in the office tomorrow and will send the below by post. I explained to him that you couldn't do anything with the GR Mod until the assignment was completed.

Hope your trip was amazing!

[Mary F. Bjork](#)

Water Rights Program Analyst
Oregon Water Resources Department
725 Summer St NE, Suite A, Salem OR 97301 | Phone 503-979-9895



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

From: BJORK Mary F * WRD <Mary.F.Bjork@oregon.gov>
Sent: Wednesday, June 16, 2021 12:42 PM
To: GREW Scott A * WRD <Scott.A.Grew@oregon.gov>

Cc: BJORK Mary F * WRD <Mary.F.Bjork@oregon.gov>

Subject: FW: Request for Assignment deficiencies

Hi Scott,

I meant to copy you on this☺

[Mary F. Bjork](#)

Water Rights Program Analyst

725 Summer St NE, Suite A, Salem OR 97301 | Phone 503-986-0817



OREGON
WATER
RESOURCES
DEPARTMENT



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

From: BJORK Mary F * WRD <Mary.F.Bjork@oregon.gov>

Sent: Wednesday, June 16, 2021 12:39 PM

To: mnaanderson@yahoo.com

Cc: BJORK Mary F * WRD <Mary.F.Bjork@oregon.gov>

Subject: Request for Assignment deficiencies

Hi Amy,

Thanks for your patience and apologies for the delay, I had hoped to get this email off to you last week. As discussed, the attached Request for Assignment by Proof of Ownership is incomplete. Rather than sending it back by post, I believe we can overcome the deficiencies by email.

As seen on the attached request, the yellow highlighting represents missing information that needs to be addressed in order for the Department to complete the assignment. I will attempt to address each missing item to assist you in completing the form. I'm hoping that you can print out the form, fill in the missing information and send a copy of that back by email, along with missing items (location description on deed) and proof that notice of the assignment was given or attempted for the current holder of record for the portion of the water right that you are applying for assignment on.

1 – Because you are only requesting assignment on a portion of the lands covered by GR-4090, please check the second option of, “hereby request assignment of a portion of groundwater statement; *(You must include a map showing the portion of the groundwater statement to be assigned.)* For the required map, you may use the attached map that you submitted for the groundwater modification, if you can write on that map that the green highlighting represents the portion being assignment is being requested on.

2 – Please write the water right number to identify what water right you are requesting assignment on. You may write GR-4090 in the space next to Groundwater Statement#.

3 – Name of Current Holder of Record space - This is where you need to write the current holder of record for the portion that you are requesting assignment on. The current holder of record on file with the Department for the portion is: Michael G. and Pamela K. Pruner. Please write their names in the space highlighted for the current holder of record. The address on file for the Pruner's is PO Box 655, Selma, OR 97538. Although you may have a more current address for them to write on the form.

4 – The box at the bottom of the form is incomplete. It is missing your signature and date. It is also missing your initials in the spots highlighted. You placed a checkmark on the first choice of attaching proof of ownership, and submitted the first page of a Deed of Trust. Unfortunately, the first page of the deed does not contain a description of the location of the property. I'm attaching a partial copy of the proof submitted on a previous request for assignment as an example of

a description of the location of the property. The location description attached to the deed for your property may or may not be the same.

5, 6, & 7 – The box at the bottom of the form is also missing your initials on points 2), 3) and 4). Please place your initials in these spots. You do have the legal right to request assignment per the listed rules (2). And #4 means that you are agreeing that the information provided is true and correct to the best of your knowledge. For #3, you did not provide proof the notice of the assignment was given or attempted for Michael G. and Pamela K. Pruner. Proof acceptable to the Department is listed on the form. Please contact me directly to discuss this proof in further detail if needed.

I know this is a lot, but I'm unable to process the assignment as it's been submitted. The GR Modification that you submitted cannot go forward without a completed assignment. They are two separate processes.

I'm happy to help in any way I can, please let me know if you have any questions.

Best Regards,

Mary

Mary F. Bjork

Water Rights Program Analyst

725 Summer St NE, Suite A, Salem OR 97301 | Phone 503-986-0817



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RESOURCES
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Integrity | Service | Technical Excellence | Teamwork | Forward-Looking



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301
 (503) 986-0900
 www.wrd.state.or.us

RECEIVED BY OWR

NOV 23 2015

SALEM, OR

Request for Assignment

By Proof of Ownership

(If Water Right Holder is Not Available)

RECEIVED BY OWRD

If for multiple rights, a separate form and fee for each right will be required.

DEC 28 2015

I, Michael G. and Pamela K. Pruner

(Name of Party Requesting Assignment)

SALEM, OR

4567 Deer Creek Rd P.O. Box 655 Selma Or 97538 5415974562

(Mailing Address) (City) (State) (Zip) (Phone #)

hereby request assignment of application/permit/transfer/license/GR Certificate of Registration;

hereby request assignment of a portion of application/permit/transfer/license/GR Certificate of Registration; (You must include a map showing the portion of the application/permit/transfer/license/GR Certificate of Registration to be assigned.)

I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.

Application # GR-4090; Permit # _____; Transfer# _____

-OR-

License # _____ GR Statement # _____; GR Certificate of Registration # GR-3860

LaFlamme Loving Trust-Leona LaFlemme

(Name of Holder of Record)

781 Kings Hwy. Grants Pas: Or 97526 5412441069

(Mailing Address) (City) (State) (Zip) (Phone #)

Note: You are required to furnish proof acceptable to the Department that notice of the assignment has been given or attempted for each identified property owner not a party to the assignment. ORS 537.220(2) Failure to submit this proof will result in the return of your request. (Proof may include but not be limited to: a copy of returned certified mailing, copy of a Death Certificate, or a court order.)

- 1) I certify that I am the current owner of the property described in this application, Permit, transfer, license or GR Certificate of Registration.
- 2) I have the legal right to request assignment under OAR 690-310-0280 and 690-320-0060.
- 3) I have not been able to contact the owner(s) of record for the above referenced application or water right.
- 4) I further certify that the information provided herein is true and correct to the best of my knowledge.

Witness my hand this October day of 2, 2015.

Party Requesting Assignment [Signature]

Party Requesting Assignment [Signature]

ASSIGNMENT 11/4/2015

DO NOT WRITE IN THIS BOX

This certifies assignment and record change at Oregon Water Resources Department effective 8:00 a.m. on date of receipt at Salem, Oregon. Fee receipt # 118425 For Director by Jerry Sauter, program analyst in Water Rights Division [Signature]

The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$85. RECEIVED BY OWRD

OCT 07 2015

SALEM, OR



Oregon

Kate Brown, Governor

January 12, 2016

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone (503) 986-0900

Fax (503) 986-0904

www.wrd.state.or.us

Michael G. and Pamela K. Pruner
P.O. Box 655
Selma, Oregon 97538

Reference: Application GR-4090, Certificate of Registration GR-3860

The assignment by proof from LaFlamme Loving Trust to Michael G. and Pamela K. Pruner has been recorded in the records of the Water Resources Department.

The Departments records will now show Michael G. and Pamela K. Pruner as the registration holders of record.

Our records have been changed accordingly and the original request is enclosed. Receipt number 118425 covering the recording fee is also enclosed.

A registration is not a perfected water right, and will be adjudicated in the future.

Sincerely,

Jerry Sauter
Water Rights Program Analyst
Water Right Services Division

Enclosure: Receipt 118425

cc: Watermaster 14
LaFlamme Living Trust
Data Center, OWRD (cover letter & request)
Hydrographics
File



7-11741 11140

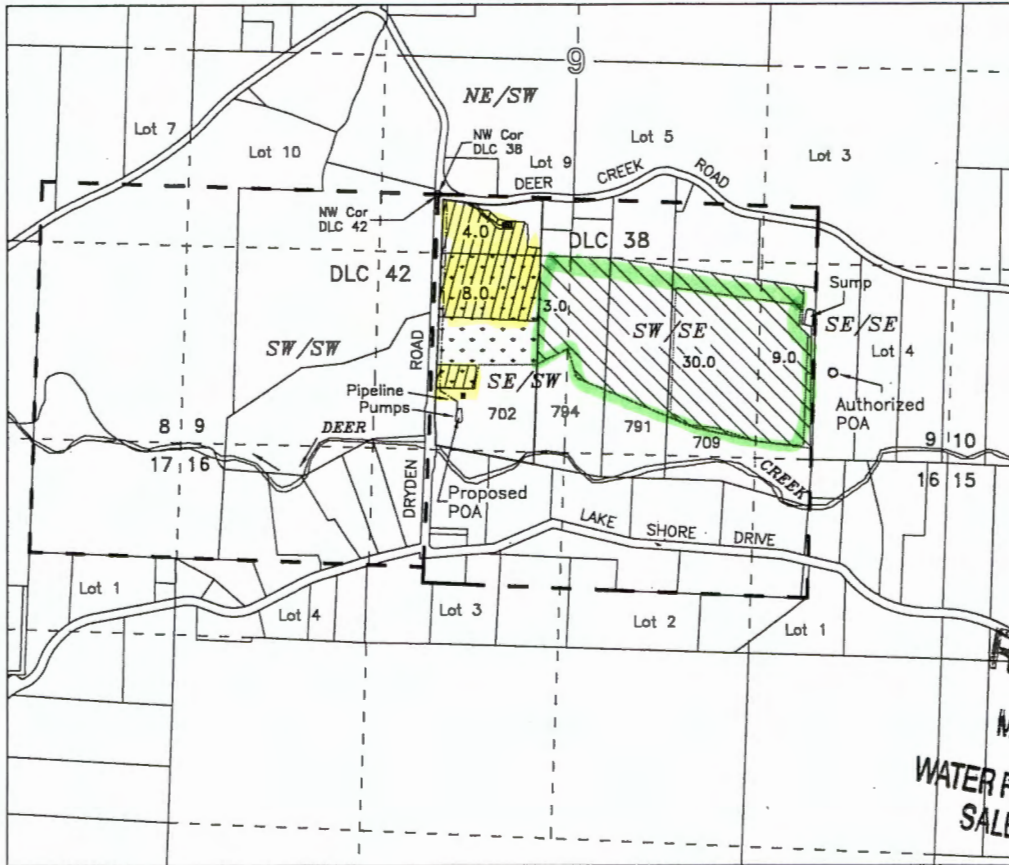
GROUND WATER REGISTRATION MODIFICATION

CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION

REGISTRATION GR-4090 CERTIFICATE GR-3860

Section 9, Township 38 South, Range 7 West, W.M.

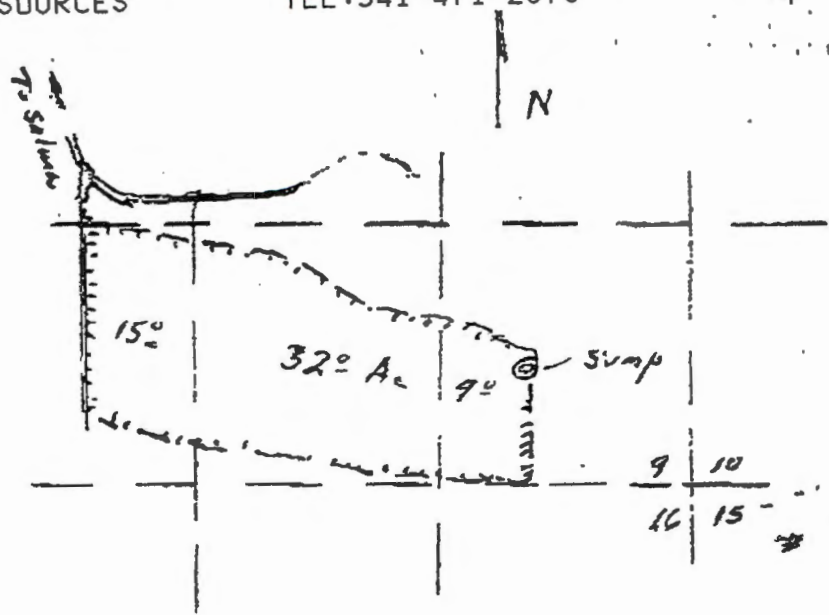
Josephine County, Oregon



- o AUTHORIZED POINT OF APPROPRIATION (Sump) SE-SE, 590 feet North & 810 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (not in use)
- o PROPOSED POINT OF APPROPRIATION (Sump) SE-SW, 230 feet North & 3390 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (12.0 ac. TL-702 only) (Was constructed in 1982 or 1983)

Frost

<p>IRRIGATION - JUNE 1948</p> <div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: flex-start;"> <div style="width: 30px; height: 30px; border: 1px solid black; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></div> <div style="padding-left: 5px;"> <p>Assumed original place of use Not modified by this application 42.0 ac.* (No Official Map Available)</p> </div> </div> <div style="display: flex; align-items: flex-start;"> <div style="width: 30px; height: 30px; border: 1px solid black; background: radial-gradient(circle, black 1px, transparent 1px); background-size: 4px 4px;"></div> <div style="padding-left: 5px;"> <p>Change in Place of Use Before Change - 12.0 ac. SE-SW Section 9</p> </div> </div> <div style="display: flex; align-items: flex-start;"> <div style="width: 30px; height: 30px; border: 1px solid black; background: repeating-linear-gradient(-45deg, transparent, transparent 2px, black 2px, black 4px);"></div> <div style="padding-left: 5px;"> <p>Change in Place of Use After Change - 4.0 ac. NE-SW 8.0 ac. SE-SW Section 9</p> </div> </div> </div>	<p>APPLICANT:</p> <p style="background-color: yellow;"><i>James R. & Leona M. LaFlamme</i> P.O. Box 106 Selma, OR 97538-0106</p> <p>*Of the remaining 42.0 acres after this change, only about 20.0 acres have been and are being irrigated, all on TL-709. Rate of diversion in registration is 150 gpm for 54 acres with a total duty of 100 Acre-Feet Upon adjudication, if fewer than 54 acres are found irrigated, it is expected that the total quantity of water (150 gpm) not be reduced unless the rate per acre exceeds 1/80 CFS per acre and the duty of 100 Acre-Feet not be reduced unless it exceeds 2.5 acre feet per acre</p>	<p>Scale 1 inch = 1320 feet</p> <hr style="width: 80%; margin: 0 auto;"/>
<p>This map is not intended to provide legal dimensions or locations of property ownership lines</p>	<p>Base Map: Josephine County GIS data with 2005 FSA aerial photo overlay for assumed best fit</p>	<p>Rev. 4/26/2012 n.e.d.</p>



RECEIVED
 AUG 4 1958
 STATE ENGINEER
 SALEM, OREGON

Map to Accompany
 Registration Statement
 of Ray Frost
 Scale 1" = 1000'

- GR 4090
 Cont. # GR 3860

EXHIBIT "A"

A parcel of land located in Sections 9 and 16, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon, and more particularly described as follows: Commencing at the Northeast corner of the J. H. Dickerson Donation Land Claim No. 38 of said Township and Range; thence North 47.43 feet and West 1428.97 feet to a point on the center line of Deer Creek Road, which is the true point of beginning; thence South 25.28 feet to an iron pipe on the South boundary of Deer Creek Road; thence South 1773.80 feet to an iron pipe; thence South 109.10 feet to the center of Deer Creek; thence along the center of Deer Creek, North 89°10' West 60.55 feet and North 81°02' West 423.22 feet; thence North 83.03 feet to an iron pipe; thence North 1709.14 feet to an iron pipe on the South boundary of Deer Creek Road; thence North 27.71 feet; thence along the center of Deer Creek Road, South 86°56' East 246.62 feet and North 81°31' East 234.89 feet to the true point of beginning. EXCEPTING THEREFROM the following: Commencing at the Northeast corner of D.L.C. No. 38 in Section 9, Township 38 South, Range 9 West of the Willamette Meridian, Josephine County, Oregon; thence North 47.43 feet and West 1428.97 feet to a point on the center line of Deer Creek Road; thence South 81°31' West, along said center line, 234.89 feet; thence North 86°56' West, along said center line 246.62 feet; thence South 225.00 feet to the true point of beginning; thence North 225.00 feet to the center line of said Deer Creek Road; thence South 86°56' East, along said center line 210.00 feet; thence South to a point East of the true point of beginning; thence West to the true point of beginning.

RECEIVED

OCT 06 2021

OWRD



4703160460515

After Recording Return To:

SOUTH PACIFIC FINANCIAL CORP.
2 ADA
SUITE #150
IRVINE, CA 92618

JOSEPHINE COUNTY OFFICIAL RECORDS
TRISHA MYERS, COUNTY CLERK 2016-011870
MTG-TRD
Cnt=1 Pgs=28 Stn=5 LBOSS 09/06/2016 01:21 PM
\$140.00 \$11.00 \$10.00 \$20.00 \$5.00 \$186.00

I, Trisha Myers, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

[Space Above This Line For Recording Data]

PMI CASE#: 029297238

Loan No. 510655665

PARCEL TAX ID#: R327143 AND R327144

DEED OF TRUST

MIN 1000796-0510655665-7

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated August 20th, 2016 together with all Riders to this document.

(B) "Borrower" is Michael J. Anderson AND Amy Jo Anderson, AS TENANTS BY THE ENTIRETY

and whose address is 4905 Lakeshore Dr, Selma, OR 97538

, Borrower is the trustor under this Security Instrument.

(C) "Lender" is SOUTH PACIFIC FINANCIAL CORP. dba NORTH PACIFIC FINANCIAL CORP.

Lender is a A CALIFORNIA CORPORATION organized and existing under the laws of THE STATE OF CALIFORNIA . Lender's address is 10737 Laurel Street, Suite 200, Rancho Cucamonga, CA 91730

Lender is the beneficiary under this Security Instrument.

OREGON -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3038 1/01

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(D) "Trustee" is TICOR TITLE COMPANY OF OREGON, 744 NORTHEAST 7TH STREET, GRANTS PASS, OR 97526

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

(F) "Note" means the promissory note signed by Borrower and dated August 20th 2016. The Note states that Borrower owes Lender TWO HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED NINETY FOUR AND NO/100

Dollars (U.S. \$ 238,494.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1st, 2046

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

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

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

- Adjustable Rate Rider Condominium Rider Second Home Rider
- Balloon Rider Biweekly Payment Rider 1-4 Family Rider
- Other(s) [specify] Planned Unit Development Rider
- MERS Rider

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

of JOSEPHINE [Name of Recording Jurisdiction] :

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

which currently has the address of 5280 Deer Creek Road

Selma [City], Oregon 97538 [Zip Code] ("Property Address"); [Street]

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

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

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

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

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

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

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

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amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of

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Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and

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floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in

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connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the

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amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a

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prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

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

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reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that

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adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on

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Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

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

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

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

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

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

WARNING

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

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

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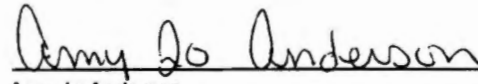
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The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable law.

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



Michael J. Anderson (Seal)
-Borrower



Amy Jo Anderson (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witnesses:

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON, Josephine County ss:

On this 25th day of August, 2020 personally appeared the above named Michael J. Anderson AND Amy Jo Anderson, AS TENANTS BY THE ENTIRETY

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



My Commission Expires: 03/04/18

Before me: [Signature]
Notary Public for Oregon

Prepared By:
Christina Munguia
South Pacific Financial Corp. dba North Pacific Financial Corp.
10737 Laurel Street
Suite #200
Rancho Cucamonga, CA 91730

NMLSR ID: 8588
NMLSR (L.O.) ID: 247550 (Mary Tillery)
Loan Originator: NORTH PACIFIC FINANCIAL CORPORATION - Company NMLS #8588

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

LOAN# 510655665

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 20th day of August, 2016 and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to SOUTH PACIFIC FINANCIAL CORP. dba NORTH PACIFIC FINANCIAL CORP.

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

5280 Deer Creek Road Selma, OR 97538

[Property Address]

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

A. DEFINITIONS

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

"Lender" is SOUTH PACIFIC FINANCIAL CORP. dba NORTH PACIFIC FINANCIAL CORP.

Lender is a A CALIFORNIA CORPORATION

organized and existing under the laws of THE STATE OF CALIFORNIA. Lender's address is 10737 Laurel Street, Suite 200, Rancho Cucamonga, CA 91730

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

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

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

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

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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, 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 JOSEPHINE :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

which currently has the address of 5280 Deer Creek Road [Street]
Selma , OR 97538 ("Property Address"):
[City] [State] [Zip Code]

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

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

C. NOTICES

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The

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

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

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

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

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

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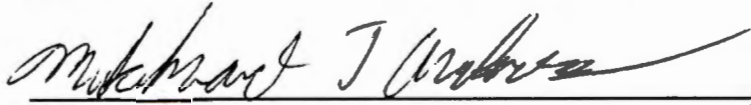
Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

E. SUBSTITUTE TRUSTEE

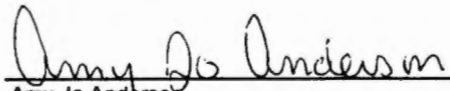
Section 24 of the Security Instrument is amended to read as follows:

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

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



Michael J. Anderson (Seal)
-Borrower



Amy Jo Anderson (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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**CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT
(INCLUDING SECURITY AGREEMENT)**

(To Be Recorded With the Security Instrument)

LENDER: South Pacific Financial Corp. dba North Pacific Financial Corp.

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BORROWER: Michael J. Anderson , Amy Jo Anderson

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PROPERTY: 5280 Deer Creek Road
Selma, OR 97538

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THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (the "Rider") shall be deemed to amend and supplement the Mortgage, Open-End Mortgage, Deed of Trust, Credit Line Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date, to which this Rider is attached, given by the undersigned (the "Borrower") to secure Borrower's Promissory Note to Lender of the same date (the "Note") and covering the property (the "Property") described in this Security Instrument. All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

AMENDED AND ADDITIONAL COVENANTS. In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows:

1. **Construction Loan Agreement.** Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest at the Construction Phase Note Rate, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, and the Loan Agreement (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, become immediately due and payable in full.

2. **Future Advances.** During the construction of the Improvements (the "Construction Phase"), interest will accrue on the outstanding Principal according to the terms set forth in the Note and the Construction Loan Addendum to Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, Lender is legally obligated to make advances of principal upon application therefor by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum Principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in the Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Phase, but in no event after twelve months from the date of this Rider.

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3. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.
4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.
5. **Permanent Mortgage Date.** On the day the Construction Phase ends, the loan evidenced by the Note will be a permanent mortgage loan ("Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.
6. **Security Agreement and Financing Statement.** The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

1. **Invalid Provisions.** If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

2. **Addresses.**

The name and address of the Borrower is: Michael J. Anderson , Amy Jo Anderson
5280 Deer Creek Road, Selma, OR 97538

The name and address of the Lender/Secured Party is: South Pacific Financial Corporation
10737 Laurel Street, Suite #200, Rancho Cucamonga, California 91730

3. **Relation to Loan Agreement.** This Security Instrument is subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement is to be filed in the County Clerk's Office in the County where the Property is located at the same time this Security Instrument is recorded. If Borrower fails to keep any of the promises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's debt to Lender be paid immediately. The terms and conditions of this Rider shall survive the termination of the Loan Agreement and the repayment of the Loan.
4. **Paragraph 6 of the Security Instrument.** The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

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

All other provisions in Paragraph 6 of this Security Instrument remain unchanged.

RECEIVED

OCT 06 2021

OWRD

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

DATED this 25th day of August, 2016.

[Signature] (SEAL)
Borrower

[Signature] (SEAL)
Borrower

Michael J. Anderson
Printed Name

Amy Jo Anderson
Printed Name

Witness

Witness

Borrower (SEAL)

Borrower (SEAL)

Printed Name

Printed Name

Witness

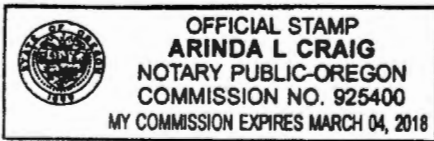
Witness

STATE OF Oregon)
COUNTY OF Josephine) ss.:

On this 25th day of August, 2016, before me the subscriber personally appeared Michael J Anderson (and) Amy JO Anderson to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and (s)he/they duly (jointly and severally) acknowledged to me that (s)he/they executed the same.

[Signature]
Notary Signature

Arinda L. Craig
Notary Printed Name



Official Seal:

Notary Public; State of OREGON
Qualified in the County of JOSEPHINE
My commission expires: 03/04/18

ATTENTION COUNTY CLERK. This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this Security Instrument.

RECEIVED

OCT 06 2021

OWRD

Mike & Amy Anderson
5280 Deer Cr Rd
Selma OR 97538



1021



97301

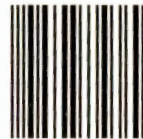
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SELMA, OR
97538
SEP 23, 21
AMOUNT

\$2.76

R2305E123810-04



1021



97301

U.S. POSTAGE PAID
FCM LG ENV
SELMA, OR
97538
SEP 23, 21
AMOUNT

\$3.75

R2305E123810-04

Water Resources Department
Water Rights Services Division
725 Summer St. NE Ste A
Salem OR 97301-466

3

97301

WATE725 980 CE 1 N C0110/01/21
UNABLE TO FORWARD/FOR REVIEW

B

Mike & Amy Anderson
5280 Deer ckr Rd
Selma OR 97538



1021



97301

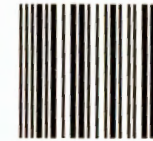
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SELMA, OR
97538
SEP 23, 21
AMOUNT

\$2.76

R2305E123810-04



1021



97301

U.S. POSTAGE PAID
FCM LG ENV
SELMA, OR
97538
SEP 23, 21
AMOUNT

\$3.75

R2305E123810-04

Water Resources Department
Water Rights Services Division
725 Summer St NE Ste A
Salem OR 97301-466

3

97301

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172
(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **118425**

INVOICE # _____

RECEIVED FROM: Michael Pruner

APPLICATION GR-4090

BY: pamela Pruner

PERMIT _____

TRANSFER _____

CASH: CHECK:# 567 OTHER: (IDENTIFY)

TOTAL REC'D \$ 85.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$ _____
OTHER: (IDENTIFY) \$ _____

0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan _____ 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407 COPY & TAPE FEES \$ _____
0410 RESEARCH FEES \$ _____
0408 MISC REVENUE: (IDENTIFY) Assignment \$ 85.00
TC162 DEPOSIT LIAB. (IDENTIFY) \$ _____
0240 EXTENSION OF TIME \$ _____

WATER RIGHTS:

0201 SURFACE WATER	EXAM FEE	0202	RECORD FEE
0203 GROUND WATER	\$	0204	\$
0205 TRANSFER	\$		

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTOR	EXAM FEE	0219	LICENSE FEE
LANDOWNER'S PERMIT	\$	0220	\$

OTHER (IDENTIFY) _____

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE	\$	CARD #
0210 MONITORING WELLS	\$	CARD #

OTHER (IDENTIFY) _____

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FWWRD)		\$
0231 HYDRO LICENSE FEE (FWWRD)		\$
HYDRO APPLICATION		\$

TREASURY OTHER / RDX

FUND _____ TITLE _____
OBJ. CODE _____ VENDOR # _____
DESCRIPTION _____ \$ _____

RECEIPT: **118425**

DATED: 12/28/15 BY: [Signature]

P.O. Box 655
Selma, Or 97538



1000

97301

U.S. POSTAGE
PAID
SELMA, OR
97538
DEC 23, 15
AMOUNT

\$0.71

00123820-04

Terry Sauter
Oregon Water Resource Dept.
North Mall Office Bldg.
725 Summer St. NE Ste. A
Selma, Or 97301

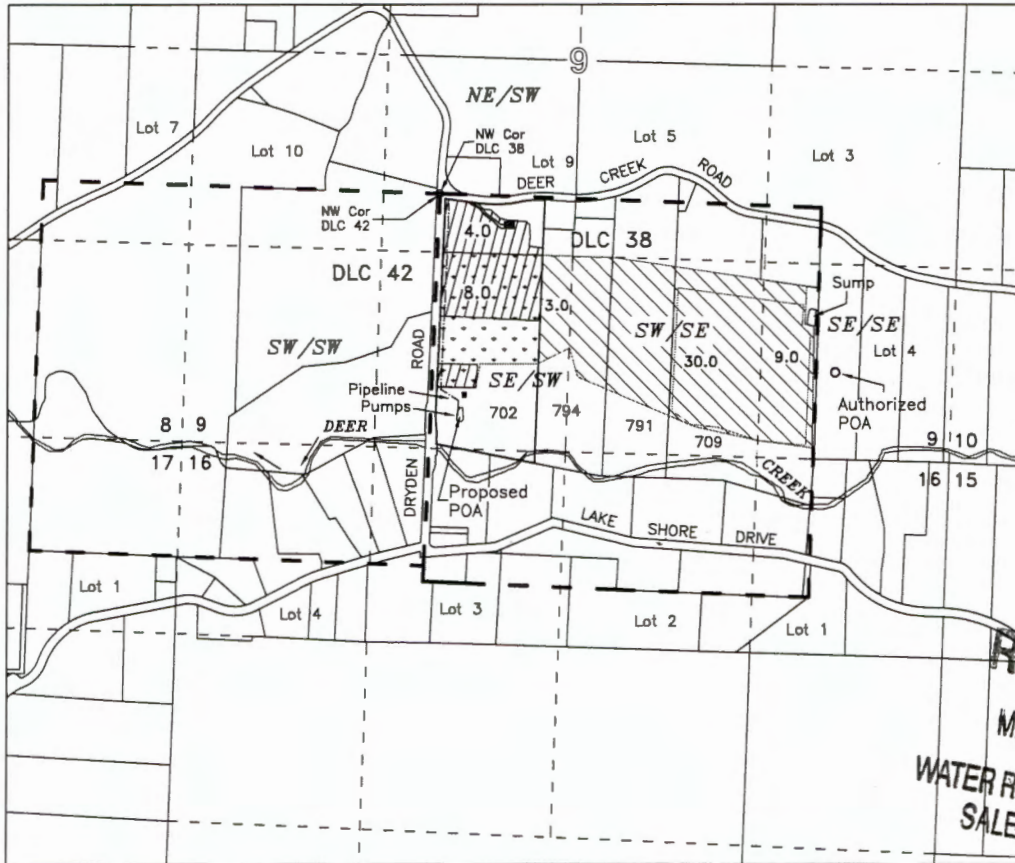
97301 1266








GROUND WATER REGISTRATION MODIFICATION

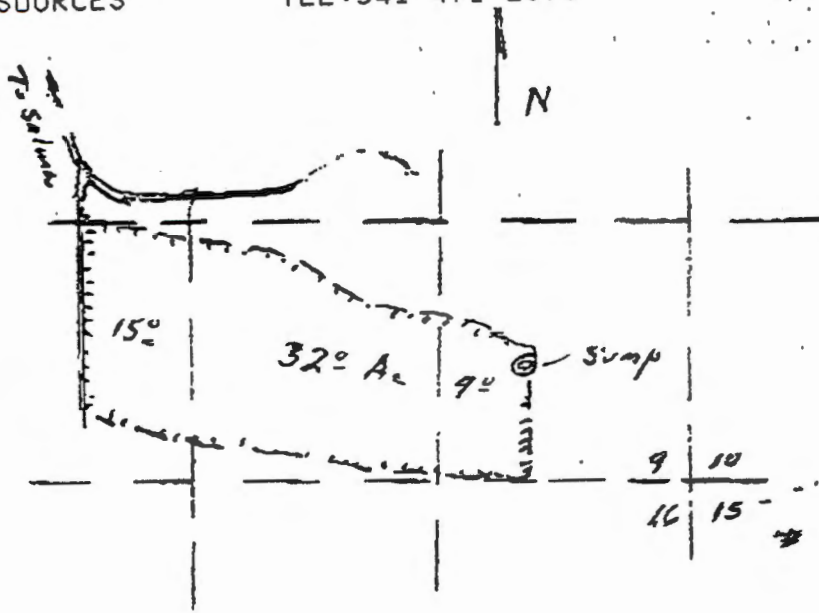
CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION

REGISTRATION GR-4090 CERTIFICATE GR-3860
 Section 9, Township 38 South, Range 7 West, W.M.
 Josephine County, Oregon



- o AUTHORIZED POINT OF APPROPRIATION (Sump) SE-SE, 590 feet North & 810 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (not in use)
- o PROPOSED POINT OF APPROPRIATION (Sump) SE-SW, 230 feet North & 3390 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (12.0 ac. TL-702 only) (Was constructed in 1982 or 1983)

IRRIGATION - JUNE 1948		APPLICANT: <i>James R. & Leona M. LaFlamme</i> P.O. Box 106 Selma, OR 97538-0106		 Scale 1 inch = 1320 feet 
	Assumed original place of use Not modified by this application 42.0 ac.* (No Official Map Available)	*Of the remaining 42.0 acres after this change, only about 20.0 acres have been and are being irrigated, all on TL-709. Rate of diversion in registration is 150 gpm for 54 acres with a total duty of 100 Acre-Feet Upon adjudication, if fewer than 54 acres are found irrigated, it is expected that the total quantity of water (150 gpm) not be reduced unless the rate per acre exceeds 1/80 CFS per acre and the duty of 100 Acre-Feet not be reduced unless it exceeds 2.5 acre feet per acre		
	Change in Place of Use Before Change - 12.0 ac. SE-SW Section 9			This map is not intended to provide legal dimensions or locations of property ownership lines
	Change in Place of Use After Change - 4.0 ac. NE-SW 8.0 ac. SE-SW Section 9	Base Map: Josephine County GIS data with 2005 FSA aerial photo overlay for assumed best fit		
				Rev. 4/26/2012 n.e.d.



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 AUG 4 1958
 STATE ENGINEER
 SALEM, OREGON

Map to Accompany
 Registration Statement
 of Ray Frost
 Scale 1" = 1000'

- GR 4090
 Cont. # GR 3860



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301
 (503) 986-0900
 www.wrd.state.or.us

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NOV 23 2015

SALEM, OR

Request for Assignment

By Proof of Ownership
 (If Water Right Holder is Not Available)

RECEIVED BY OWRI

If for multiple rights, a separate form and fee for each right will be required.

DEC 28 2015

I, Michael G. and Pamela K. Pruner
 (Name of Party Requesting Assignment)

SALEM, OR

4567 Deer Creek Rd P.O. Box 655 Selma Or 97538 5415974562
 (Mailing Address) (City) (State) (Zip) (Phone #)

- hereby request assignment of application/permit/transfer/license/GR Certificate of Registration;
- hereby request assignment of a portion of application/permit/transfer/license/GR Certificate of Registration; (You must include a map showing the portion of the application/permit/transfer/license/GR Certificate of Registration to be assigned.)

I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.

Application # GR-4090; Permit # _____; Transfer# _____
 -OR-

License # _____ GR Statement # _____; GR Certificate of Registration # GR-3860

LaFlamme Loving Trust-Leona LaFlemme
 (Name of Holder of Record)

781 Kings Hwy. Grants Pass Or 97526 5412441069
 (Mailing Address) (City) (State) (Zip) (Phone #)

Note: You are required to furnish proof acceptable to the Department that notice of the assignment has been given or attempted for each identified property owner not a party to the assignment. ORS 537.220(2) Failure to submit this proof will result in the return of your request. (Proof may include but not be limited to: a copy of returned certified mailing, copy of a Death Certificate, or a court order.)

- I certify that I am the current owner of the property described in this application, Permit, transfer, license or GR Certificate of Registration.
- I have the legal right to request assignment under OAR 690-310-0280 and 690-320-0060.
- I have not been able to contact the owner(s) of record for the above referenced application or water right.
- I further certify that the information provided herein is true and correct to the best of my knowledge.

Witness my hand this October day of 2, 2015.

Party Requesting Assignment [Signature]

Party Requesting Assignment [Signature]

ASSIGNMENT
11/4/15
RF

DO NOT WRITE IN THIS BOX

This certifies assignment and record change at Oregon Water Resources Department effective 8:00 a.m. on date of receipt at Salem, Oregon.
 Fee receipt # 118425
 For Director by Jerry Sauter, Program Analyst in Water Rights Division [Signature]

The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$85.

RECEIVED BY OWRI

OCT 07 2015

SALEM, OR



Oregon

Kate Brown, Governor

January 12, 2016

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone (503) 986-0900

Fax (503) 986-0904

www.wrd.state.or.us

Michael G. and Pamela K. Pruner

P.O. Box 655

Selma, Oregon 97538

Reference: Application GR-4090, Certificate of Registration GR-3860

The assignment by proof from LaFlamme Loving Trust to Michael G. and Pamela K. Pruner has been recorded in the records of the Water Resources Department.

The Departments records will now show Michael G. and Pamela K. Pruner as the registration holders of record.

Our records have been changed accordingly and the original request is enclosed. Receipt number 118425 covering the recording fee is also enclosed.

A registration is not a perfected water right, and will be adjudicated in the future.

Sincerely,

Jerry Sauter

Water Rights Program Analyst

Water Right Services Division

Enclosure: Receipt 118425

cc: Watermaster 14

LaFlamme Living Trust

Data Center, OWRD (cover letter & request)

Hydrographics

File



(A)

GROUND WATER REGISTRATION MODIFICATION

CHANGE IN PLACE OF USE AND POINT OF APPROPRIATION

REGISTRATION GR-4090 CERTIFICATE GR-3860

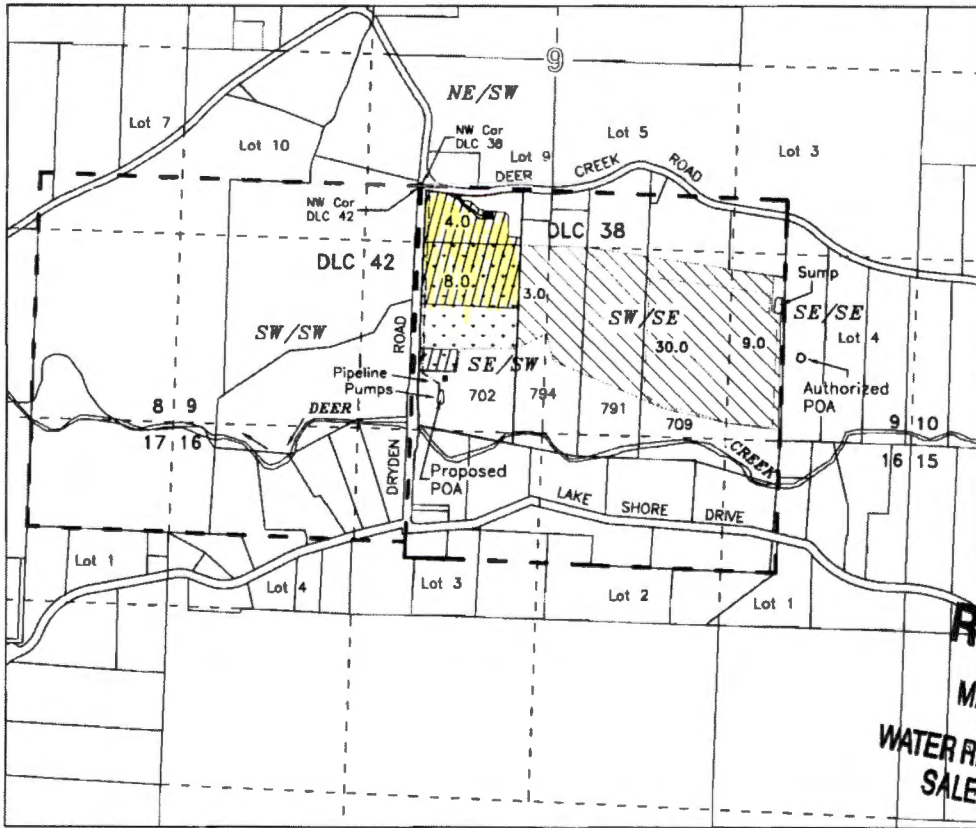
Section 9, Township 38 South, Range 7 West, W.M.

Josephine County, Oregon

RECEIVED BY OWRD

DEC 28 2015

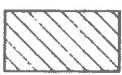
SALEM, OR



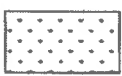
RECEIVED
MAY 07 2012
WATER RESOURCES DEPT
SALEM, OREGON

- o AUTHORIZED POINT OF APPROPRIATION (Sump) SE-SE, 590 feet North & 810 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (not in use)
- o PROPOSED POINT OF APPROPRIATION (Sump) SE-SW, 230 feet North & 3390 feet West from the SE Corner Section 9, T.38S, R.7W, W.M. (12.0 ac. TL-702 only) (Was constructed in 1982 or 1983)

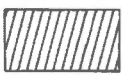
IRRIGATION - JUNE 1948



Assumed original place of use
Not modified by this application
42.0 ac.* (No Official Map Available)



Change in Place of Use
Before Change - 12.0 ac.
SE-SW Section 9



Change in Place of Use
After Change - 4.0 ac. NE-SW
8.0 ac. SE-SW Section 9

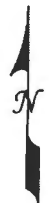
APPLICANT:

James R. & Leona M. LaFlamme
P.O. Box 106
Selma, OR 97538-0106

*Of the remaining 42.0 acres after this change, only about 20.0 acres have been and are being irrigated, all on TL-709.

Rate of diversion in registration is 150 gpm for 54 acres with a total duty of 100 Acre-Feet

Upon adjudication, if fewer than 54 acres are found irrigated, it is expected that the total quantity of water (150 gpm) not be reduced unless the rate per acre exceeds 1/80 CFS per acre and the duty of 100 Acre-Feet not be reduced unless it exceeds 2.5 acre feet per acre



Scale
1 inch = 1320 feet

This map is not intended to provide legal dimensions or locations of property ownership lines

Base Map: Josephine County GIS data with 2005 FSA aerial photo overlay for assumed best fit

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NOV 23 2015

SALEM, OR

Rev. 4/26/2012 n.e.d.



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

Certificate of Water Right Ownership Update

NOTICE TO SELLERS & BUYERS:

By law, all water belongs to the public (ORS 537.110). In almost every case, a certificate from the Water Resources Department is needed (ORS 537.130). However, most domestic wells do not require water right ownership. In order to keep track of water right ownership, the Department requires a certificate. **If for multiple rights, a separate form for each right is required.** Water that has been used for a long time in one place or that involves multiple owners exists is no guarantee that there is a water right which would allow you to sell it. If you have any questions about this form or water right requirements, please call the Water Resources Department at 503-986-0900.

Note: Please type or print legibly when filling in the following information.

ASSIGNMENT
 Needed

PROPERTY SELLER INFORMATION

Applicant(s): Leona Laflan
First Last
 Mailing Address: P.O. Box 106
Selma Oregon 97538
City State Zip
 Phone: 541 660 1086
Home Work Other

RECEIVED BY OWRD

PROPERTY BUYER INFORMATION

Applicant(s): Michael Pruner
First Last
 Mailing Address: P.O. Box 655
Selma Oregon 97538
City State Zip
 Phone: 541 597 4562
Home Work Other

JUL 29 2015

SALEM, OR

PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Josephine Township: 38 South Range: 7 West Section: 16&9
 Tax Lot Number(s): 702

Street address of water right property: 4567 Deer Creek Rd. Selma, Oregon 97538

Water Right Information (attach copy of water right permit or certificate & final proof map):

Application #: GR-4090 Permit #: _____ Certificate or Page #: GR-3860

Will all the lands associated with this water right be owned by the buyer? Yes No

Name of individual completing this form: Michael Pruner Phone: 541 597 4562

Signature: [Signature] Date: 072715

Please be sure to attach a copy of your property deed or legal description of the property.



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

Certificate of Water Right Ownership Update

NOTICE TO SELLERS & BUYERS:

By law, all water belongs to the public (ORS 537.110). In almost every instance, a permit or water right certificate from the Water Resources Department is needed before using, diverting or storing water (ORS 537.130). However, most domestic wells do not require water rights. A certificate of water right stays with the land. In order to keep track of water right ownership, the Department requests that this form be submitted to the Department. ***If for multiple rights, a separate form for each right will be required.***

Water that has been used for a long time in one place or that involves a water structure (like a dam) that already exists is no guarantee that there is a water right which would allow the water use to continue.

If you have any questions about this form or water right requirements, please contact your local watermaster or call the Water Resources Department at 503-986-0900.

Note: Please type or print legibly when filling in the following information. Use additional paper if necessary.

PROPERTY SELLER INFORMATION

Applicant(s): Leona Laflamme
First Last
 Mailing Address: P.O. Box 106
Selma Oregon 97538
City State Zip
 Phone: 541 660 1086
Home Work Other

RECEIVED BY OWRD

PROPERTY BUYER INFORMATION

Applicant(s): Michael Pruner
First Last
 Mailing Address: P.O. Box 655
Selma Oregon 97538
City State Zip
 Phone: 541 597 4562
Home Work Other

JUL 29 2015

SALEM, OR

PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Josephine Township: 38 South Range: 7 West Section: 16&9

Tax Lot Number(s): 702

Street address of water right property: 4567 Deer Creek Rd. Selma, Oregon 97538

Water Right Information (attach copy of water right permit or certificate & final proof map):

Application #: GR-4090 Permit #: _____ Certificate or Page #: GR-3860

Will all the lands associated with this water right be owned by the buyer? Yes No

Name of individual completing this form: Michael Pruner Phone: 541 597 4562

Signature: Date: 072715

Please be sure to attach a copy of your property deed or legal description of the property.

PRELIMINARY REPORT
(Continued)

Order No.: 470315040254-TTJA26

EXHIBIT "A"

Commencing at the Northeast corner of the J. H. Dickerson D.L.C. No. 38 in Sections 16 and 9, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon; thence North 25.97 feet; thence West 1907.56 to a point on the center line of Deer Creek Road, for the true point of beginning; thence South 27.71 feet to a 3/4 inch iron pipe on the South right of way line of said road; thence South 1819.88 feet to the center line of Deer Creek; thence North 81° 02' West 768.26 feet to the center line of Dryden Road; thence North 0° 24' East along said center line 1693.96 feet to a spike set at the intersection of said center line with the center line of Deer Creek Road; thence South 84° 48' East along said center line 448.63 feet to an iron pin; thence North 80° 16' East 283.89 feet to an iron pin; thence South 86° 56' East 20.50 feet to the true point of beginning. EXCEPTING THEREFROM any portion lying within Deer Creek Road, and Dryden Road.

RECEIVED BY OWRD

JUL 29 2015

SALEM, OR

RECEIVED BY OWRD

DEC 28 2015

SALEM, OR

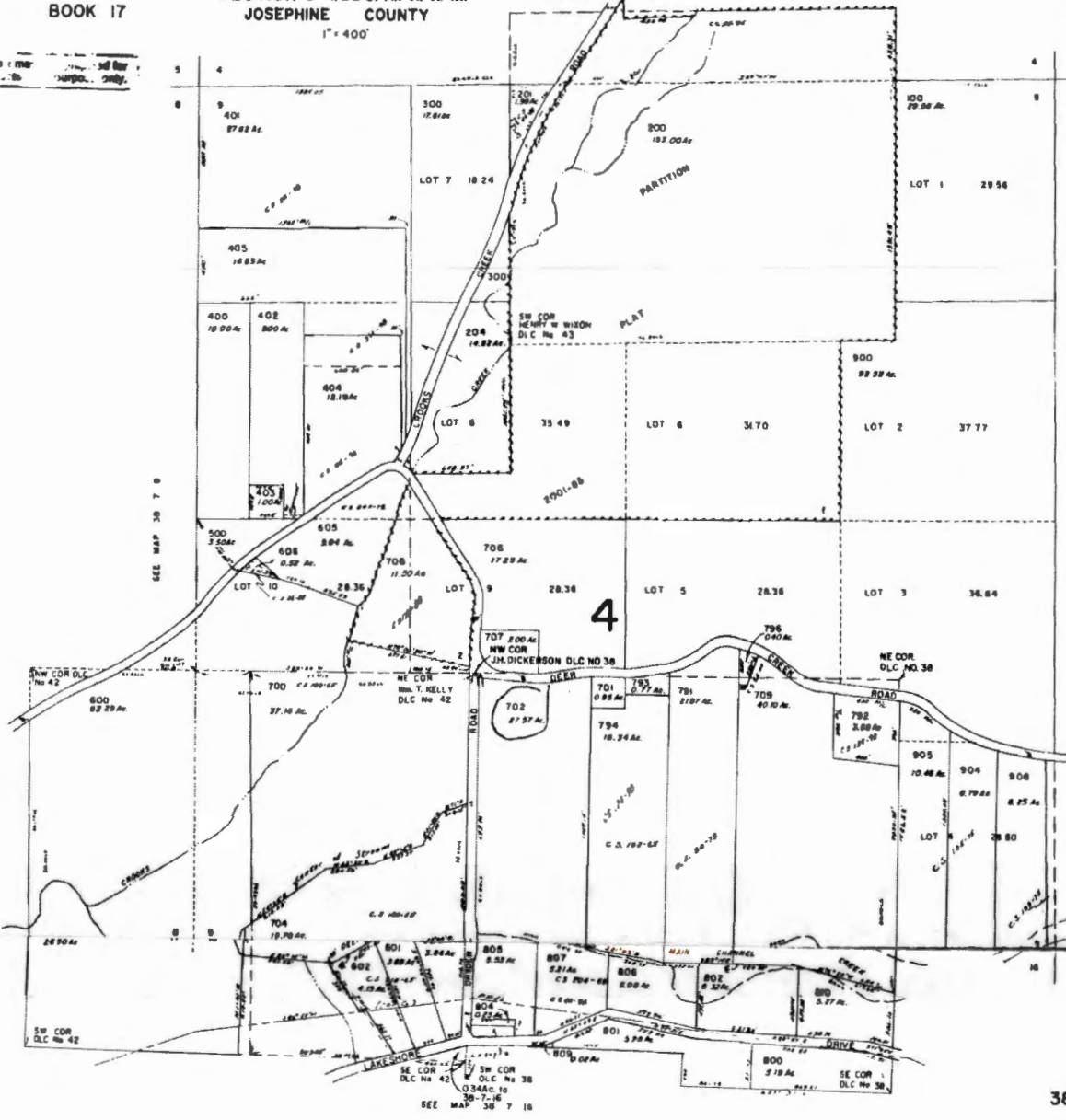
BOOK 17

SECTION 9 T.38 S. R.7W W.M.
JOSEPHINE COUNTY
1" = 400'

SEE MAP 38 7 4

38 7 9

1/4" = 100' - 1/8" = 25' - 1/16" = 6.25'



CANCELLED T.L.

- 901
- 903
- 793
- 803
- 705
- 202
- 794
- 790
- 890
- 906
- 725
- 902
- 492
- 906
- 902
- 799
- 909
- 490
- 203
- 200
- 780
- 803
- 231
- 705

SEE MAP 38 7 10

38 7 9

RECEIVED BY OWRD

NOV 23 2015

SALEM, OR

RECEIVED

MAY 07 2012

WATER RESOURCES DEPT
SALEM, OREGON

R327134 - PRUNER, MICHAEL G &

MAPNUMX: 3807090000070200
MAPNUM: 38070900000702
ACCOUNT: R327134
TWN: 38
RNG: 07
SEC: 9
QQ: 00
TAXLOT: 000702

IMP_VALUE: 176150
LAND_APPR: 17950
LAND_MKT: 148530
RMV: 324680
ACREAGE: 27.57
LEGAL_ACRE: 27.57
PROP_CLASS: 551
BLDG_CLASS: 141

TL: 000702
TYPE: 00

CODE: 04
MAINT: B
NBHD: 1800
YR_BLT: 1984
SQ_FT: 1609
LIVING_AREA: 1945
BEDRMS: 3
ZONE: EF
SPTB_CODES: SFP SFPI
MH_VALUE: 0
TAXES: 1737.8800000000001
SALE_DATE: 6/30/2015
SALE_PRICE: 545000
DEED_TYPE: WD
INST_NO: 15-008460;98
SALE_TYPE: GS

NAME: PRUNER, MICHAEL G &
ADDRESS: PO BOX 655
ADDR1: PRUNER, PAMELA K
ADDR2: PO BOX 655
CITY: SELMA
STATE: OR
ZIP: 97538
CSZ: SELMA, OR 97538

SITUS: 4567 DEER CREEK RD
ST_NO: 4567
ST_NAME: DEER CREEK
APPR_VALUE: 198570
ASSD_VALUE: 168820

RECEIVED BY OWRD

DEC 28 2015

SALEM, OR

RECEIVED BY OWRD

NOV 23 2015

SALEM, OR

RECEIVED BY OWRD

OCT 07 2015

SALEM, OR

RECEIVED BY OWRD

DEC 28 2015

SALEM, OR

RECORDING REQUESTED BY:
Ticor Title Company of Oregon
744 NE 7th Street
Grants Pass, OR 97526

GRANTOR:
LaFlamme Loving Trust dated April 23, 1998

RECEIVED BY OWRD

NOV 23 2015

SALEM, OR

Received & Approved
[Handwritten Signature]

GRANTEE:
Michael G. Pruner and Pamela K. Pruner

RECEIVED BY OWRD

OCT 07 2015

SALEM, OR

SEND TAX STATEMENTS TO:
Michael G. Pruner and Pamela K. Pruner
~~4567 Deer Creek Road~~ P.O. 655
Selma, OR 97538

AFTER RECORDING RETURN TO:
Michael G. Pruner and Pamela K. Pruner
4567 Deer Creek Road
Selma, OR 97538

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

LaFlamme Loving Trust dated April 23, 1998, Grantor, conveys and warrants to Michael G. Pruner and Pamela K. Pruner, 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 Josephine, State of Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$545,000.00. (See ORS 93.030)

Subject to and excepting:

Covenants, Conditions, Restrictions, Reservations, set back lines, Power of Special Districts, and easements of Record, if any.

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

DATED: _____

LaFlamme Loving Trust dated April 23, 1998

BY: _____
Leona LaFlamme, Trustee

LEGAL DESCRIPTION

Commencing at the Northeast corner of the J. H. Dickerson D.L.C. No. 38 in Sections 16 and 9, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon; thence North 25.97 feet; thence West 1907.56 to a point on the center line of Deer Creek Road, for the true point of beginning; thence South 27.71 feet to a 3/4 inch iron pipe on the South right of way line of said road; thence South 1819.88 feet to the center line of Deer Creek; thence North 81° 02' West 768.26 feet to the center line of Dryden Road; thence North 0° 24' East along said center line 1693.96 feet to a spike set at the intersection of said center line with the center line of Deer Creek Road; thence South 84° 48' East along said center line 448.63 feet to an iron pin; thence North 80° 16' East 283.89 feet to an iron pin; thence South 86° 56' East 20.50 feet to the true point of beginning. EXCEPTING THEREFROM any portion lying within Deer Creek Road, and Dryden Road.

RECEIVED BY OWRD

DEC 28 2015

SALEM, OR

RECEIVED BY OWRD

OCT 07 2015

SALEM, OR

RECEIVED BY OWRD

NOV 23 2015

SALEM, OR

122315

Hi Jerry-

Re: BR-4090

I spoke with you last month about what additional documentation you would need to complete my request.

Attachment "A" is what you requested of me. It was sent with the previous documentation & Mr. Pierce denied it.

Could you please take a look at this & let me know.

Respectfully
Mike Trane

RECEIVED BY OWRD

DEC 28 2015

SALEM, OR



Oregon

Kate Brown, Governor

Water Resources Department

North Mall Office Building
725 Summer St NE, Suite A
Salem, OR 97301
Phone (503) 986-0900
Fax (503) 986-0904
www.wrd.state.or.us

RECEIVED BY OWRD

November 24, 2015

DEC 28 2015

SALEM, OR

Michael G. and Pamela K. Pruner
4567 Deer Creek Rd.
Selma, OR 97538

Reference: GR-4090

The requested partial assignment by proof from LaFlamme Loving Trust- Leona LeFlemme to Michael G. and Pamela K. Pruner cannot be performed at this time.

The request for assignment is being returned because only a portion of the water right falls on the property described in the deed. When a request for an assignment of a portion is submitted, a map showing the portion of the water right to be assigned must accompany the request. The map that was provided did not clearly indicate the portion of the water right being assigned.

Please return the Request with the required items so that the Department may process your request in a timely manner.

Sincerely,

Jeffrey D. Pierceall
Customer Service
Water Right Services Division

Enclosure:

cc: File





Oregon

Kate Brown, Governor

Water Resources Department

North Mall Office Building
725 Summer St NE, Suite A
Salem, OR 97301
Phone (503) 986-0900
Fax (503) 986-0904
www.wrd.state.or.us

October 8, 2015

Michael G. and Pamela K. Pruner
4567 Deer Creek Rd.
Selma, OR 97538

Reference: GR-4090

The requested partial assignment by proof from LaFlamme Loving Trust- Leona LeFlemme to Michael G. and Pamela K. Pruner cannot be performed at this time.

The request for assignment is being returned because only a portion of the water right falls on the property described in the deed. When a request for an assignment of a portion is submitted, a map showing the portion of the water right to be assigned must accompany the request.

Please return the Request with the required items so that the Department may process your request in a timely manner.

Sincerely,

Jerry Sauter
Water Rights Program Analyst
Water Right Services Division

Enclosure:

cc: File

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DEC 28 2015
SALEM, OR

RECEIVED BY OWRD

NOV 23 2015

SALEM, OR

3867096500702





Oregon

John A. Kitzhaber, MD, Governor

Water Resources Department
North Mall Office Building
725 Summer St. NE, Suite A
Salem, OR 97301
Phone 503-986-0900
FAX 503-986-0904
www.wrd.state.or.us

January 24, 2013

JAMES R. LAFLAMME
LAFLAMME LOVING TRUST
PO BOX 106
SELMA, OR 97538

REFERENCE: Ground Water Registration Modification Application T-11417

Enclosed is a copy of the final order approving recognition of your Ground Water Registration Modification application.

If you have any questions related to the approval of this application, you may contact your caseworker by telephone at (503)986-0881 or by e-mail at Susan.M.Douthit@wrd.state.or.us.

Sincerely,

Codi Holmes
Water Right Services Support
Transfers and Conservation Section

cc: Kathy A. Smith, Watermaster Dist. # 14

Enclosure



**BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON**

In the Matter of Ground Water)	FINAL ORDER APPROVING
Registration Modification Application)	RECOGNITION OF A MODIFICATION
T-11417, Josephine County)	IN POINT OF APPROPRIATION AND
)	A MODIFICATION IN PLACE OF USE

Authority

ORS 537.610, 537.705 and 540.505 to 540.580 establish the process in which the holder of a certificate of registration may submit a request for recognition of modifications to the place of use, character of use or point of appropriation under a ground water certificate of registration.

OAR Chapter 690, Divisions 382 and 380 implement the statutes and provide the Department's procedures and criteria for evaluating ground water registration modification applications.

Applicants

JAMES R. AND LEONA M. LAFLAMME, TRUSTEES
LAFLAMME LOVING TRUST
PO BOX 106
SELMA, OR 97538

Findings of Fact

Background

1. On May 7, 2012, JAMES R. AND LEONA M. LAFLAMME, TRUSTEES, LAFLAMME LOVING TRUST filed a ground water registration modification application to modify the point of appropriation and place of use under Registration Application GR-4090 (Certificate of Registration GR-3860). The Department assigned the application number T-11417.
2. On November 19, 2012, the applicant amended the application correcting the place of use proposed to be transferred.
3. On May 7, 2012, Registration Application GR-4090 (Certificate of Registration GR-3860) was partially assigned from Raymond L. and Loretta R. Frost to James R. and Leona M. Laflamme, Trustees, Laflamme Loving Trust.

This final order is subject to judicial review by the Court of Appeals under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482(1). Pursuant to ORS 536.075 and OAR 137-003-0675, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

4. The portion of the ground water registration to be modified is as follows:

Registration: Application GR-4090 (Certificate of Registration GR-3860), in the names of RAYMOND L. AND LORETTA R. FROST (*partially assigned to JAMES W. AND LEONA M. LAFLAMME, TRUSTEES, LAFLAMME LOVING TRUST*)

Use: IRRIGATION OF 12.0 ACRES

Tentative

Priority Date: JUNE 1948

Quantity: 33.34 GALLONS PER MINUTE

Source: A SUMP within the DEER CREEK BASIN

Original Point of Appropriation:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
38 S	7 W	WM	9	SE SE	590 FEET NORTH AND 810 FEET WEST FROM THE SE CORNER OF SECTION 9

Original Place of Use:

IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
38 S	7 W	WM	9	SE SW	12.0

5. Ground Water Registration Modification Application T-11417 proposes to modify the location of the original point of appropriation approximately 0.5 mile from the original point of appropriation to:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
38 S	7 W	WM	9	SE SW	230 FEET NORTH AND 3390 FEET WEST FROM THE SE CORNER OF SECTION 9

6. Ground Water Registration Modification Application T-11417 proposes to modify the place of use under the ground water registration to:

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
38 S	7 W	WM	9	NE SW	38	4.0
38 S	7 W	WM	9	SE SW	38	8.0

7. Notice of the application for ground water registration modification was published on May 15, 2012, pursuant to OAR 690-382-0600. No comments were filed in response to the notice.
8. On November 6, 2012, the Department sent a copy of the draft Preliminary Determination proposing to approve Groundwater Registration Modification Application T-11417 to the applicants. The draft Preliminary Determination cover letter set forth a deadline of December 7, 2012, for the applicants to respond. The applicants requested that the

Department proceed with issuance of a Preliminary Determination and provided the necessary information to demonstrate that the applicants are authorized to pursue the Groundwater Registration Modification.

9. On November 30, 2012, the Department issued a Preliminary Determination proposing to approve Groundwater Registration Modification Application T-11417 and sent a copy to the applicants. Additionally, notice of the Preliminary Determination for the Groundwater Registration Modification application was published on the Department's weekly notice on November 30, 2012, and in the Grants Pass Daily Courier newspaper on December 6 and 13, 2012, pursuant to ORS 540.520 and OAR 690-380-4020. No protests were filed in response to the notice.

Review Criteria for Ground Water Registration Modification Applications [OAR 690-382-0700(2)]

10. The proposed modifications would not result in enlargement of the ground water registration. The proposed modifications would not result in a state Scenic Waterway not receiving previously available water during periods in which streamflows are less than the quantities determined by the Department to be necessary to meet the requirements of ORS 390.835.
11. The proposed modifications would not result in injury to other water rights.

Conclusions of Law

The modification in point of appropriation and modification in place of use proposed in Ground Water Registration Modification T-11417 are consistent with the requirements of ORS 537.610, 537.705, 540.505 to 540.580 and OAR 690-382-1000.

Now, therefore, it is ORDERED:

1. The modifications to Registration Application GR-4090 (Certificate of Registration GR-3860) proposed in Ground Water Registration Modification Application T-11417 are recognized. Recognition of the modifications shall not be construed as a final determination of the right to appropriate ground water under the certificate of registration or modification. Such a determination will occur in an adjudication proceeding under ORS 537.670 to 537.695.
2. The use of the water is restricted to beneficial use at the place of use described, and is subject to all other conditions and limitations contained in Registration Application GR-4090 (Certificate of Registration GR-3860) and any related decree.
3. Water shall be acquired from the same aquifer (water source) as the original point of appropriation.
4. Water shall no longer be appropriated from the original point of appropriation as part of this ground water certificate of registration.

5. The quantity of water diverted at the new point of appropriation shall not exceed the quantity of water lawfully available at the original point of appropriation.
6. The former place of use of the modified ground water registration shall no longer receive water as part of the ground water certificate of registration.
7. Water use measurement conditions:
 - a. Before water use may begin under this order, the water user shall install a totalizing flow meter, or, with prior approval of the Director, another suitable measuring device at the new point of appropriation.
 - b. The water user shall maintain the meter or measuring device in good working order.
 - c. The water user shall allow the Watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the Watermaster shall request access upon reasonable notice.

Dated at Salem, Oregon this 15 day of January, 2013.



Dwight French, Water Right Services Administrator, for
PHILLIP C. WARD, DIRECTOR

Mailing date: JAN 25 2013



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301
 (503) 986-0900
 www.wrd.state.or.us

Request for Assignment

By Proof of Ownership
 (If Water Right Holder is Not Available)

RECEIVED
 MAY 07 2012
 WATER RESOURCES DEPT
 SALEM, OREGON

If for multiple rights, a separate form and fee for each right will be required.

I, James W. and Leona M. LaFlamme, Trustees LaFlamme Loving Trust

(Name of Party Requesting Assignment)

P.O. Box 106 Selma OR 97538-0106 (541) 597-2333
 (Mailing Address) (City) (State) (Zip) (Phone #)

- hereby request assignment of application/permit/transfer/license/GR Certificate of Registration;
- hereby request assignment of a portion of application/permit/transfer/license/GR Certificate of Registration; (You must include a map showing the portion of the application/permit/transfer/license/GR Certificate of Registration to be assigned.)

I have attached proof of ownership that may include but not be limited to: a copy of the deed to the land, a copy of a land sales contract, a court order or decree, documentation of survivorship of property held jointly. The Department cannot accept a copy of a tax statement.

Application # _____; Permit # _____; Transfer# _____
 License # _____ GR Statement # 4090 ^{-OR-}; GR Certificate of Registration # 3860

Raymond L. and Loretta R. Frost

(Name of Holder of Record)

Deceased

(Mailing Address) (City) (State) (Zip) (Phone #)

Note: You are required to furnish proof acceptable to the Department that notice of the assignment has been given or attempted for each identified property owner not a party to the assignment. ORS 537.220(2) Failure to submit this proof will result in the return of your request. (Proof may include but not be limited to: a copy of returned certified mailing, copy of a Death Certificate, or a court order.)

- 1) I certify that I am the current owner of the property described in this application, Permit, transfer, license or GR Certificate of Registration.
- 2) I have the legal right to request assignment under OAR 690-310-0280 and 690-320-0060.
- 3) I have not been able to contact the owner(s) of record for the above referenced application or water right.
- 4) I further certify that the information provided herein is true and correct to the best of my knowledge.

Witness my hand this 3rd day of May, 2012.

Party Requesting Assignment _____

Party Requesting Assignment _____

ASSIGN PARTIAL BY DEED
 5/10/12
[Signature]

DO NOT WRITE IN THIS BOX

- This certifies assignment and record change at Oregon Water Resources Department effective 8:00a.m. on date of receipt at Salem, Oregon.
- Fee receipt # 105645
- For Director by Jerry Sauter, Program Analyst in Water Rights Division *[Signature]*

The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$75.



Oregon

John A. Kitzhaber, MD, Governor

Water Resources Department

North Mall Office Building
725 Summer St. NE, Suite A
Salem, OR 97301
Phone 503-986-0900
FAX 503-986-0904
www.wrd.state.or.us

May 8, 2012

James R. and Leona M. LaFlamme
P.O. Box 106
Selma, Oregon 97538-0106

Reference: Application GR-4090, GR Certificate of Registration GR-3860

The partial assignment by proof from Raymond L. and Loretta R. Frost to James R. and Leona M. LaFlamme has been recorded in the records of the Water Resources Department.

The Departments records will now show Raymond L. and Loretta R. Frost, and James R. and Leona M. LaFlamme as the registration holders of record.

Our records have been changed accordingly and the original request is enclosed. Receipt number 105645 covering the recording fee is also enclosed.

Sincerely,

Jerry Sauter
Water Rights Program Analyst
Water Right Services Division

Enclosure: Receipt 105645

cc: Watermaster 14
Data Center, OWRD (cover letter & request)
Hydrographics
File

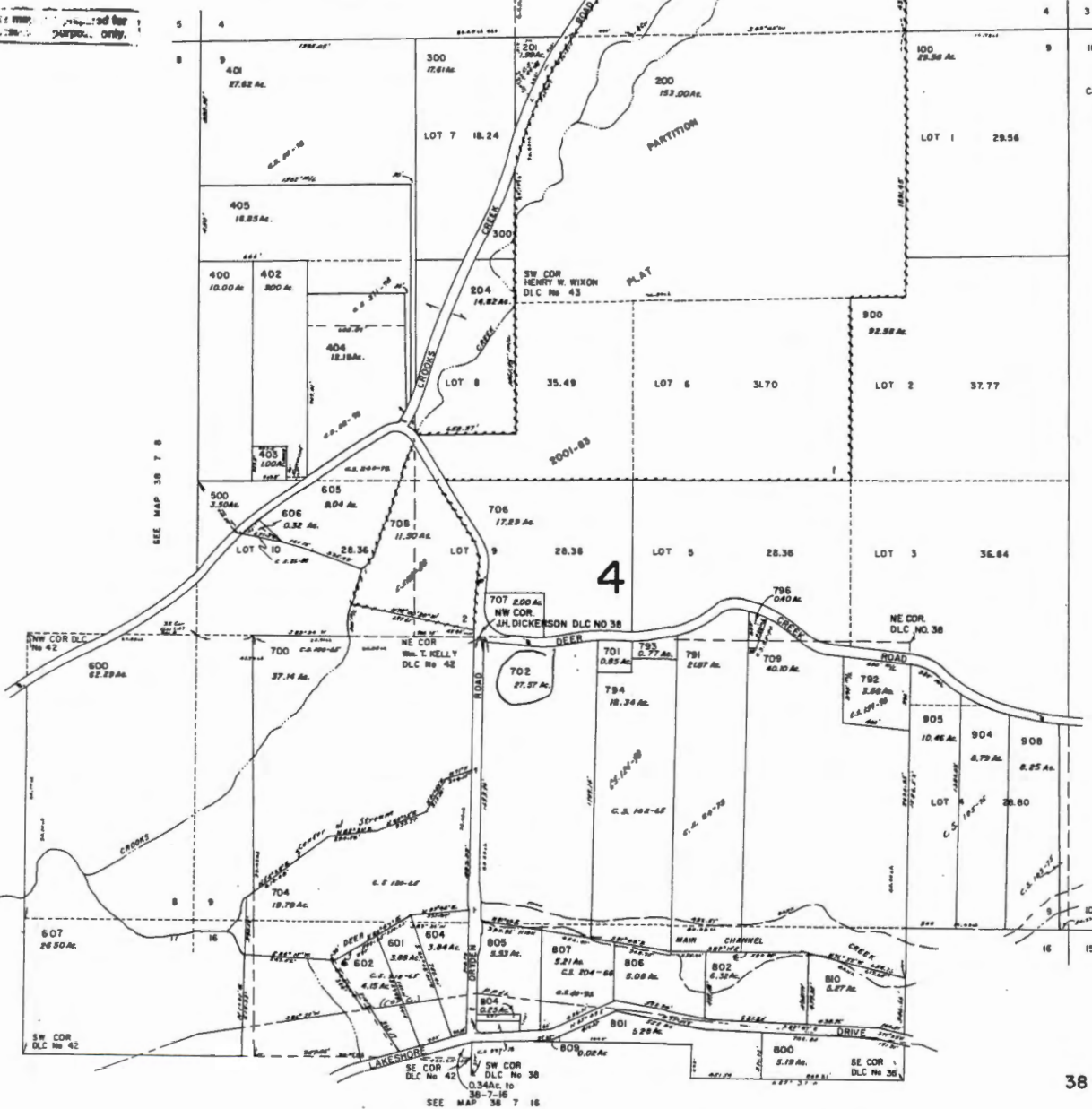


BOOK 17

SECTION 9 T38S. R7W. W. M.
JOSEPHINE COUNTY
1" = 400'

38 7 9

1/2" MAP
200' = 1" ONLY



CANCELLED T.L.

901
905
793
803
703
202
794
790
680
795
902
892
906
902
799
806
480
200
250
780
803
291
705

38 7 9

RECEIVED

MAY 07 2012

WATER RESOURCES DEPT
SALEM, OREGON

NS

Date: 4/28/98 # Pages: 2



JAMES R. & LEONA M. LAFLAMME
 P.O. BOX 106
 SELMA, OR 97538-0106
 JAMES R. LAFLAMME & LEONA LAFLAMME,
 TRUSTEES LAFLAMME LOVING TRUST 4/23/98
 P.O. BOX 106
 SELMA, OR 97538-0106

STATE OF OREGON,) ss.
 County of _____)

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Record of Deeds of said County.

Witness my hand and seal of County affixed.

SPACE RESERVED FOR RECORDER'S USE

After recording, return to (Name, Address, Zip):

JAMES H. SMITH, ATTORNEY
 711 BENNETT AVE.
 MEDFORD, OR 97504

Until requested otherwise, send all tax statements to (Name, Address, Zip):

JAMES R. LAFLAMME
 LEONA LAFLAMME
 P.O. BOX 106
 SELMA, OR 97538-0106

NAME TITLE

By _____, Deputy.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that JAMES R. LAFLAMME AND LEONA M. LAFLAMME

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by ****

hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in JOSEPHINE County, State of Oregon, described as follows, to-wit:

**** JAMES R. LAFLAMME AND LEONA LAFLAMME, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE LAFLAMME LOVING® TRUST DATED APRIL 23, 1998, AND ANY AMENDMENTS THERETO.

SEE ATTACHED EXHIBIT "A"

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to the Grantor at the time Grantor acquired the property. The limitations contained herein expressly do not relieve Grantor of any liability or obligation under this instrument, but merely define the scope, nature and amount of such liability or obligations.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state): _____

_____ and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0- However, the actual consideration consists of or includes other property or value given or promised which is the whole part of _____ consideration.

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument this 23RD day of APRIL, 1998; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

James R. Laflamme
 JAMES R. LAFLAMME

Leona M. Laflamme
 LEONA M. LAFLAMME

STATE OF OREGON, County of JOSEPHINE) ss.

This instrument was acknowledged before me on APRIL 23, 1998.

by JAMES R. LAFLAMME AND LEONA M. LAFLAMME

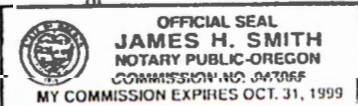
This instrument was acknowledged before me on _____, 19____.

by _____

as _____

of _____

James H. Smith
 Notary Public for Oregon JAMES H. SMITH
 My commission expires 10/31/99



RECEIVED

MAY 07 2012

WATER RESOURCES DEPT
 SALEM, OREGON

(2)

EXHIBIT "A"

Commencing at the Northeast Corner of the J.H. Dickerson D.L.C. No. 38 in Sections 16 and 9, Township 38 South, Range 7 West of the Willamette Meridian, Josephine County, Oregon; thence North 25.97 feet; thence West 1907.56 feet to a point on the center line of Deer Creek Road, for the true point of beginning; thence south 27.71 feet to a 3/4 inch iron pipe on the South right of way line of said road; thence South 1819.88 feet to the center line of Deer Creek thence North 81° 02' West 768.26 feet to the center line of Dryden Road; thence North 0° 24' East along said center line 1693.96 feet to a spike set at the intersection of said center line with the center line of Deer Creek Road; thence South 84° 48' East along said center line 448.63 feet to an iron pin; thence North 80° 16' East 283.89 feet to an iron pin; thence south 86° 56' East 20.50 feet to the true point of beginning. LESS & EXCEPT any portion lying within Deer Creek Road, and Dryden Road.

RECEIVED

MAY 07 2012

WATER RESOURCES DEPT
SALEM, OREGON

INSTRUMENT 98 - 7999
STATE OF OREGON
COUNTY OF JOSEPHINE

County Clerk and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument was received for record and recorded at

Date: 4/28/98 Time: 8:26 AM

in the Josephine County Book of Records,
GEORGETTE BROWN, COUNTY CLERK

By Deputy: *[Signature]*

Pages: 2 Fee: \$30.00

Hand Returned Mailed Hold

30.



RECEIVED
 AUG 4 1958
 STATE ENGINEER
 SALEM, OREGON

Map to Accompany
 Registration Statement
 of Ray Frost
 Scale 1" = 1000'

RECEIVED
AUG 19 1958
STATE ENGINEER
SALEM, OREGON

Registration No. GR - 4090

Certificate No. GR - 3860

Registration Statement

OF CLAIMANT OF RIGHT TO APPROPRIATE GROUND WATER

TO THE STATE ENGINEER OF OREGON:

I, Raymond L. Frost & Lucille R. Frost
of Rainbow Ranch, Helix, Ore County of Josephine
State of Oregon, do hereby make application for a certificate of registration as evidence
of a right to appropriate ground water.

1. Source from which water is withdrawn is Swamp
(Flowing well, pump well, infiltration trench, or tunnel)

2. Location is: 5 mi. E of Selma Oregon
(Approximate distance and direction from nearest city or town)

and is more particularly described as follows:

(a) 590 ft north & 810 ft west of SE Cor Sec 9
(Give distance and bearing to corner of section or other legal subdivision)

being within SE 1/4 SE 1/4 of Sec. 9, Twp. 38 S, Rge. 7 W
(Give legal subdivision) (N. or S.) (E. or W.)

or (b) within limits of recorded platted property, town or city:

in Lot _____, Block _____, of _____
(Name of plat or addition)

County of _____
(If within city or town, give name)

3. Construction Work was begun on June 1948; was completed on June 1948
(Date) (Date)

and the ground water claimed was first used for the purposes set out below on July 1948
(Date)

since which time the water has been used continuously
(Continuously or intermittently)

from July 1948 to present
(Date) (Date)

4. Quantity of water claimed and used is 1500 gallons per minute; 100 acre
feet per year. ~~75~~

5. Purpose or Purposes for which water is used irrigation
(Domestic, irrigation, municipal, manufacturing, industrial, etc.)

6. Description of Well: Depth 14 feet. Type Swamp
(Dug or drilled)

diameter _____ inches. Elevation of ground at well site 1085 feet, mean sea level.
(As near as known)

Depth to water table 5-10 feet. according to time of year

7. Capacity of Well: 1500 g.p.m. with 8 feet drawdown.

_____ g.p.m. with _____ feet drawdown.

Date of test 1953

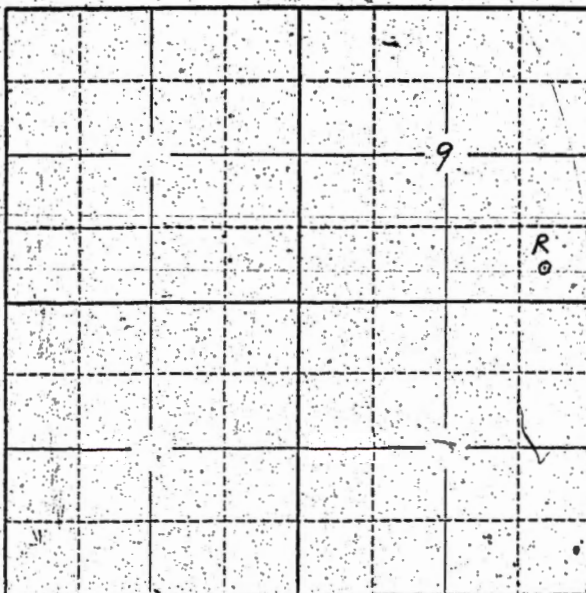
If Flowing Well: Measured discharge does not apply g.p.m. on _____
(Date)

Shut-in pressure at ground surface _____ lbs. per sq. in. on _____
(Date)

Water is controlled by _____
(Cap, valve, etc.)

Township 38.5 Range 2W W.M.

North



Locate well and acreage of irrigated land on plat.

Scale: 2" = 1 Mile

STATE OF OREGON

County of Josephine ss.

I, Raymond E. Frost and Loretta R. Frost, being first duly sworn, do hereby certify that I have read the foregoing Registration Statement and that all of the items therein contained are true to the best of my knowledge and belief.

Raymond E. Frost
(Signature of Registrant)

Subscribed and sworn to before me this 31st day of July, 1958

My commission expires Dec. 15th '60 Stella M. Stengel
(Notary Public)

(SEAL)

CERTIFICATE OF REGISTRATION

STATE OF OREGON

County of Marion ss.

This is to certify that the foregoing Registration Statement was received in the office of the State Engineer on the 20th day of August, 1957, at 8:00 o'clock AM, and has been duly recorded in said office in Book No. 16 of Registration Statements on page OR 3860

Witness my hand this 28th day of December, 1959

Luna A. Stanley
(State Engineer)

By _____
(Deputy)

GR 3860

Volume: 8A
Strm: A SUMP
Trib: DEER CR
Priority: 6/30/48

Salem, Oregon

OWNER: Raymond L. Frost & Loretta R. Frost MAILING ADDRESS: Rainbow Ranch

LOCATION OF WELL: Owner's No. _____ CITY AND STATE: Selma, Oregon

SE 1/4 SE 1/4 Sec 9 T. 38 S., R. 7 W., W.M.

Bearing and distance from section or subdivision corner 590' N & 810' W of SE cor Sec 9

T. 905



Section 9

Altitude at well _____

TYPE OF WELL: Excavated Date Constructed 1948

Depth drilled 14' Depth cased _____

CASING RECORD:

FINISH:

AQUIFERS:

sandy loam
gravel & fines

WATER LEVEL:

5-10'

PUMPING EQUIPMENT: Type Berkle Centrifugal H.P. 15
Capacity 1500 GPM

WELL TESTS:

Drawdown 8 ft. after _____ hours 1500 GPM
Drawdown _____ ft. after _____ hours _____ GPM

USE OF WATER Irrigation Temp. _____ °F. _____, 19_____

SOURCE OF INFORMATION GR-3860

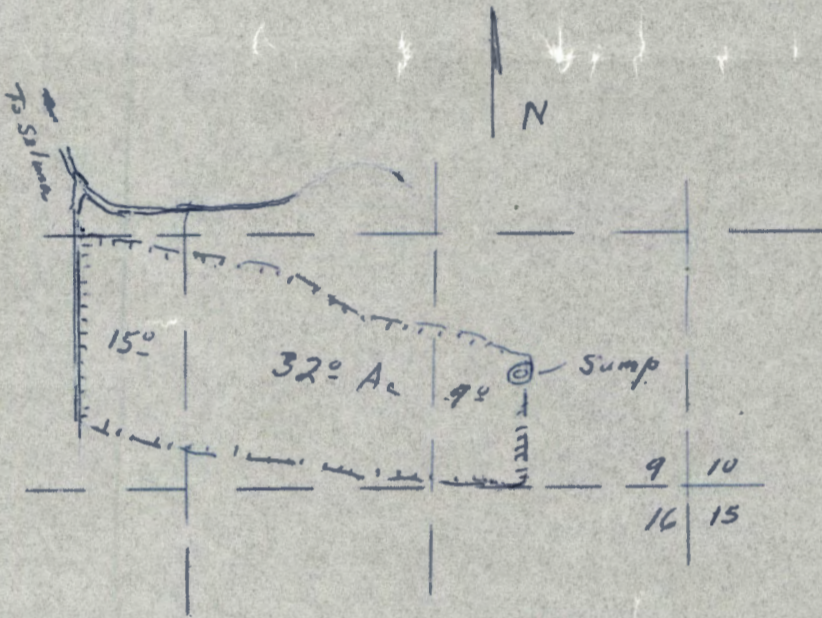
DRILLER or DIGGER NA

ADDITIONAL DATA:

Log X Water Level Measurements _____ Chemical Analysis _____ Aquifer Test _____

REMARKS:

sandy loam 4' to 4'
gravel & fines - varying permeability 10' to 14'



RECEIVED
 AUG 4 1958
 STATE ENGINEER
 SALEM, OREGON

Map to Accompany
 Registration Statement
 of Ray Frost
 Scale 1" = 1000'

Rayburn

GR-4090

Raymond L. Frost
Rainbow Ranch
Selma, Oregon

Dear Sir:

GR-4090
GR-3860

December 15, 1959

Mr. Raymond L. Frost
Rainbow Ranch
Selma, Oregon

Dear Mr. Frost:

This will acknowledge receipt of the additional recording fees required for your registration statement No. GR-4090. Our Receipt No. 23731 in the amount of \$1.50 is enclosed.

The statement appears to be in good order and will be issued a certificate of registration in the near future.

Very truly yours,

LEWIS A. STANLEY
State Engineer

By
Wm S. Bartholomew
Geologist

WSB:mb
enc

December 3, 1959

Mr. Raymond L. Frost
Rainbow Ranch
Selma, Oregon

Dear Mr. Frost:

We have examined your well registration statement and find it to be in good order except for the filing fees required. We received your check in the amount of \$17.10 on August 4, 1958. Since the well is serving 54 acres of irrigation a total fee of \$18.60 and, therefore, to complete this filing a recording fee in the amount of \$1.50 should be submitted to this office.

Upon receipt of your recording fee in the above amount we will be able to process your statement for certification.

Very truly yours,

LEWIS A. STANLEY
State Engineer

By
Wm. S. Bartholomew
Geologist

WSB:vf

436
For well registration
recording fee for

RECEIVED RAYMOND FROST
DEC 14 1959 RAINBOW RANCH
STATE ENGINEER SELMA, OREGON
SALEM, OREGON

Requested in Dec. 3 letter from
G.M. S. Bartholomew
Geologist

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172

(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **105645**

INVOICE # _____

RECEIVED FROM: James R + Leonce
BY: M. La Flamme

APPLICATION	GR4090
PERMIT	
TRANSFER	

CASH: CHECK:# 9154 OTHER: (IDENTIFY)

TOTAL REC'D \$ 7500

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$ _____
OTHER: (IDENTIFY) \$ _____

0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan _____ 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407 COPY & TAPE FEES \$ _____ *46111*
0410 RESEARCH FEES \$ _____
0408 MISC REVENUE: (IDENTIFY) Assignment \$ 7500
TC162 DEPOSIT LIAB. (IDENTIFY) \$ _____
0240 EXTENSION OF TIME \$ _____

WATER RIGHTS:

0201 SURFACE WATER	EXAM FEE	\$ _____	0202	RECORD FEE	\$ _____
0203 GROUND WATER	EXAM FEE	\$ _____	0204	RECORD FEE	\$ _____
0205 TRANSFER	EXAM FEE	\$ _____			

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTOR	EXAM FEE	\$ _____	0219	LICENSE FEE	\$ _____
LANDOWNER'S PERMIT			0220	LICENSE FEE	\$ _____
OTHER (IDENTIFY)					

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE \$ _____ CARD # _____
0210 MONITORING WELLS \$ _____ CARD # _____
OTHER (IDENTIFY) _____

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FWWRD) \$ _____
0231 HYDRO LICENSE FEE (FWWRD) \$ _____
HYDRO APPLICATION \$ _____

TREASURY OTHER / RDX

FUND _____ TITLE _____
OBJ. CODE _____ VENDOR # _____
DESCRIPTION \$ _____

RECEIPT: **105645**

DATED: 5-7-12 BY: AR