

# GLENN COUNTY Planning & Community Development Services Agency

225 North Tehama Street  
Willows, CA 95988  
530.934.6540  
[www.countyofglenn.net](http://www.countyofglenn.net)



Donald Rust, Director

## NOTICE OF EARLY CONSULTATION & REQUEST FOR REVIEW

### COUNTY DEPARTMENTS/DISTRICTS

- Glenn County Agricultural Commissioner
- Glenn County Air Pollution Control District/CUPA
- Glenn County Assessor
- Glenn County Building Inspector
- Glenn County Engineering & Surveying Division
- Glenn County Environmental Health Department
- Glenn County Sheriff's Department
- Glenn County Board of Supervisors
- Glenn County Counsel
- Glenn County Planning Commission
- Glenn LAFCO

### FEDERAL AGENCIES

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- U.S. Department of Agriculture
- U.S. Bureau of Reclamation - Willows

### OTHER

- Orland Unit Water Users' Association
- California Water Service Co. (Chico)
- Sacramento River National Wildlife Refuge
- City of Willows
- Comcast Cable (Chico Office)
- Community Services District:
- Pacific Gas and Electric Company (PG&E)
- Fire Protection District: Orland
- Glenn County Resource Conservation District
- School District: Orland

### STATE AGENCIES

- Central Valley Flood Protection Board
- Central Valley Regional Water Quality Control Board (RWQCB)
- State Water Resources Control Board – Division of Drinking Water
- Department of Alcoholic Beverage Control (ABC)
- Department of Conservation, Division of Land Resource Protection
- Department of Conservation, Office of Mine Reclamation (OMR)
- Department of Conservation, Division of Oil, Gas, and Geothermal Resources
- Department of Fish and Wildlife
- Department of Food and Agriculture
- California Air Resource Board (CARB)
- California Environmental Protection Agency (CalEPA)
- Department of Public Health
- Department of Toxic Substances Control (DTSC)
- Department of Transportation (Caltrans)
- Department of Water Resources (DWR)
- Office of the State Fire Marshall
- California Department of Resource Recycling and Recovery (CalRecycle)

- Northeast Center of the California Historical Resources Information System
- Grindstone Rancheria of Wintun-Wailaki
- Paskenta Band of Nomlaki Indians
- Mechoopda Indian Tribe of Chico Rancheria
- Colusa Indian Community Council Cachi Dehe Band of Wintun Indians

DATE: July 29, 2021

PROJECT: Conditional Use Permit 2021-001  
Recycling Facility

PLANNER: Greg Conant, Assistant Planner; [gconant@countyofglenn.net](mailto:gconant@countyofglenn.net)

APPLICANT: Freon Free  
6378 County Road 5  
Orland, CA 95963

LANDOWNER: Matt & Tricia Bascom  
6378 County Road 5  
Orland, CA 95963

PROPOSAL: Conditional Use Permit 2021-001  
Recycling Facility

Freon Free has applied for a conditional use permit to operate an recycling facility, for the recycling of Fire Extinguishers and Propane Bottles. No new structures are proposed, operations will be conducted through existing structures.

Additional project information/documentation has been included. Please refer to the attached application and plot plan.

LOCATION: The project is located at 6378 County Road 5, approximately 3-miles northwest of the City of Orland; located on the north side of County Road 5, east of County Road H, south of County Road 3, and west of Interstate 5, in the unincorporated area of Glenn County, California.

ZONING: "AE-20" Exclusive Agriculture Zone (17-acre, minimum parcel size)

GENERAL PLAN: "General Agriculture"

APN: 044-100-002 (8.58 ± acres)

FLOOD ZONES: Flood Zone "X" according to Flood Insurance Rate Map (FIRM) No. 06021C0165D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "X" (unshaded) consists of areas of minimal risk outside the 1-percent and 0.2-percent annual chance floodplains. No base flood elevations or base flood depths are shown within this zone.

The Glenn County Planning Division is requesting comments on this proposal for determination of completeness, potential constraints, and/or proposed conditions of approval. If comments are not received by **Wednesday, September 1, 2021**, it is assumed that there are no specific comments to be included in the initial analysis of the project. Comments submitted by e-mail are welcomed. Thank you for considering this matter.

**AGENCY COMMENTS:**

Please consider the following:

1. Is the information in the application complete enough to analyze impacts and conclude review?
2. Comments may include project-specific code requirements unique to the project. Cite code section and document (i.e. General Plan, Subdivision Map Act, etc.).
3. What are the recommended Conditions of Approval for this project and justification for each Condition? When should each Condition be accomplished (i.e. prior to any construction at the site, prior to recording the parcel map, filing the Final Map, or issuance of a Certificate of Occupancy, etc.)?
4. Are there significant environmental impacts? What mitigation(s) would bring the impacts to a less than significant level? When should mitigation(s) be accomplished (i.e. prior to recording parcel map, filing Final Map, or Certificate of Occupancy, etc.)?

Date Submitted: \_\_\_\_\_

**GLENN COUNTY  
PLANNING AND COMMUNITY  
DEVELOPMENT SERVICES AGENCY**

255 Tehama Street  
Willows, CA 95988  
(530) 934-6540

[planning@countyofglenn.net](mailto:planning@countyofglenn.net)

**APPLICATION FOR CONDITIONAL USE PERMIT**

NOTE: FAILURE TO ANSWER APPLICABLE QUESTIONS AND REQUIRED ATTACHMENTS COULD DELAY THE PROCESSING OF YOUR APPLICATION.

1. Applicant(s):

Name: Freon Free Inc

Address: <sup>6378</sup>~~6378~~ Co. Rd ~~5~~ 5 Orland Ca

Phone: 707 429 9013 E-Mail freonfreeworker@aol.com

2. Property Owner(s):

Name: Matthew Bascom

Address: 6378 Co-Rd. 5 Orland Ca 95963

Phone: 707 4299013 E-Mail freonfreeworker@aol.com

3. Engineer/Person who Prepared Site Plan (if applicable):

Name: Matthew Bascom

Address: Same

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

4. Name and address of property owner's duly authorized agent (if applicable) who is to be furnished with notice of hearing (§65091 California Government Code).

Name: Patricia Bascom or Matthew Bascom

Mailing Address: 6378 Co. Road 5 Orland Ca 95963



4. Name and address of property owner's duly authorized agent (if applicable) who is to be furnished with notice of hearing (Section 65091 California Government Code).

Name: Thomas Harris, L.S.

Mailing Address: 908 6th Street, Orland, CA 95963

5. Request or Proposal: Site plan review

6. Address and Location of Project: 6378 Road 5, Orland, CA

7. Current Assessor's Parcel Number(s): 044-100-002

8. Existing Zoning: AE-20

9. Existing Use of Property: Ag and residential

10. Provide any additional information that may be helpful in evaluating your proposal:

The attached site plan shows the location and area of the  
current recycling facility. No change in the location is  
being proposed.

4. Name and address of property owner's duly authorized agent (if applicable) who is to be furnished with notice of hearing (Section 65091 California Government Code).

Name: N/A

Mailing Address: N/A

5. Request or Proposal:

Site plan review / use Permit

6. Address and Location of Project: 6378 Co. Rd 5 Orland Ca.

7. Current Assessor's Parcel Number(s): 044-100-002

8. Existing Zoning: AE-20  
Zoning Map <http://gis.gcppwa.net/zoning/>

9. Existing Use of Property: Ag and residential, Shop

10. Provide any additional information that may be helpful in evaluating this request:

use Permit For current recycling facility.

Case CUP 2021-001

GLENN COUNTY  
PLANNING AND PUBLIC WORKS AGENCY  
777 North Colusa Street  
WILLOWS, CA 95988  
(530) 934-6540  
FAX (530) 934-6533  
[www.countyofglenn.net](http://www.countyofglenn.net)

**ENVIRONMENTAL INFORMATION FORM**

To be completed by applicant or engineer

Use extra sheets if necessary

This list is intended to meet the requirements of State of California Government Code Section 65940.

I. GENERAL INFORMATION:

1. Name: Freon free  
Matt Bascom
1. Address, City, State, Zip: 6423 Co. Rd 21  
Orland Ca 95963
- Telephone: 530-228-~~710~~4539 Fax: —
- E-mail: bascomtricia@yahoo.com
2. Name: \_\_\_\_\_
- Address, City, State, Zip: N/A
- Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- E-mail: \_\_\_\_\_
3. Address and Location of Project: 6378 Co. Rd. 5  
Orland Ca 95963
4. Current Assessor's Parcel Number(s): 044-100-002
5. Existing Zoning: AE-20
6. Existing Use: Ag and residential, Shop
7. Proposed Use of Site (project for which this form is prepared): \_\_\_\_\_  
current recycling facility
8. Indicate the type of permit(s) application(s) to which this form pertains: \_\_\_\_\_  
User permit

9. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required:

Requesting user permit and Ag zone  
property for recycling facility.

10. List and describe any other related permit(s) and other public approvals required for this project, including those required by city, regional, state, and federal agencies:

n/a

11. Have any special studies been prepared for the project site that are related to the proposed project including, but not limited to traffic, biology, wetlands delineation, archaeology, etc? no

II. ENVIRONMENTAL SETTING:

1. Describe in detail the project site as it exists before the project, including information on topography, soil stability, plants and animals (wetlands, if any), different crops, irrigation systems, streams, creeks, rivers, canals, water table depth, and any cultural historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

8 acre Ag. property 1 family home, large shop.  
The house has a 100 foot well for water source.  
The fields are irrigated through the summer with the  
Orland water users. There is currently 15  
horse on property.

2. Describe the surrounding properties, including information on plants, animals, and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, agricultural, etc.), intensity of land use (one-family, apartment houses, shops, department stores, dairy, row crops, orchards, etc.) Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

North: 1 family home Ag - Almonds

East: 8 Acre 1 family home with horses

South: 1 Family home Ag - Walnut trees

West: 1 Family home Ag - cattle

3. Describe noise characteristics of the surrounding area (include significant noise sources): tractor, large trucks, 4 wheelers, cows  
horses

III. SPECIFIC ITEMS OF IMPACT:

1. Drainage:

Describe how increased runoff will be handled (on-site and off-site):

The project will not create any runoff

Will the project change any drainage patterns? (Please explain):

no

Will the project require the installation or replacement of storm drains or channels? If yes, indicate length, size, and capacity:

no

Are there any gullies or areas of soil erosion? (Please explain):

no

Do you plan to grade, disturb, or in any way change swales, drainages, ditches, gullies, ponds, low lying areas, seeps, springs, streams, creeks, river banks, or other area on the site that carries or holds water for any amount of time during the year?

no

If yes, you may be required to obtain authorization from other agencies such as the Army Corps of Engineers or California Department of Fish and Game.

2. Water Supply:

Indicate and describe source of water supply (domestic well, irrigation district, private water company):

domestic well for home,  
pasture irrigated through Orland water user.

Will the project require the installation or replacement of new water service mains?

no

3. Liquid Waste Disposal:

Will liquid waste disposal be provided by private on-site septic system or public sewer?:

no liquid waste

If private on-site septic system, describe the proposed system (leach field or seepage pit) and include a statement and tests explaining percolation rates, soil types, and suitability for any onsite sewage disposal systems:

The project will not produce any septic waste. The current septic system will not be affected.



Will any special or unique sewage wastes be generated by this project other than normally associated with resident or employee restrooms? Industrial, chemical, manufacturing, animal wastes? (Please describe) \_\_\_\_\_

no

Should waste be generated by the proposed project other than that normally associated with a single family residence, Waste Discharge Requirements may be required by the Regional Water Quality Control Board.

4. Solid Waste Collection:

How will solid waste be collected? Individual disposal, private carrier, city? \_\_\_\_\_

Waste management -

5. Source of Energy:

What is the source of energy (electricity, natural gas, propane)?: \_\_\_\_\_

Propane and electricity

If electricity, do any overhead electrical facilities require relocation? Is so, please describe: \_\_\_\_\_

no

If natural gas, do existing gas lines have to be increased in size? If yes, please describe: \_\_\_\_\_

n/a

Do existing gas lines require relocation? If yes, please describe: \_\_\_\_\_

n/a

6. Fire Protection:

Indicate number and size of existing and/or proposed fire hydrants and distance from proposed buildings: \_\_\_\_\_

none

Indicate number and capacity of existing and/or proposed water storage facilities and distance from proposed buildings: \_\_\_\_\_

none



IV. FOR ZONE CHANGE, ZONE VARIANCE, AND SPECIAL USE PERMIT APPLICATION:

1. Number and sizes of existing and proposed structures: no proposed structures -  
1 Shop - 2100 sq ft.

Square footage (structures) 0 (New) S.F.; 2100 sq ft. (Existing) S.F.

2. Percentage of lot coverage: APPROX. 2100 sq ft of 8 acre parcel

3. Amount of off-street parking provided: 3 spaces

4. Will the project be constructed in phases? If so, please describe each phase briefly: NO

5. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected: N/A

6. If commercial, indicate type, estimated employment per shift, days and hours of operation, estimated number of daily customers/visitors on site at peak time, and loading facilities: N/A

7. If industrial, indicate type, estimated employment per shift, and loading facilities: Three employees working daily.

8. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project: N/A

9. List types and quantities of any hazardous or toxic materials, chemicals, pesticides, flammable liquids, or other similar product used as a part of the operation and storage container sizes:

1 - 500 gallon propane tank

Submit Material Safety Data Sheets (MSDS) for any proposed hazardous materials. If hazardous materials are proposed, it is recommended that the applicant contact the Air Pollution Control District/CUPA for permitting requirements.

10. Describe any earthwork (grading) to be done and dust control methods to be used during construction: none
11. Describe any potential noise or vibration sources associated with the project (i.e. compressor, machine noise, heavy equipment). Compressor, tractor  
Fork lift
12. Describe source, type, and amount of air pollutant emissions (smoke, odors, steam, gases, water vapor, dust, chemicals) from the project. Describe what methods would be used to reduce emissions: propane odor

V. CERTIFICATION:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date: 9/15/19 Signature: Matt Bascom

For: \_\_\_\_\_

According to Section 65943 for the California Government Code, your application will be reviewed within 30 days and you or your agent will receive written notice regarding the completeness of your application. Any reviewing agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.

According to Section 65944 (C), additional information may be requested in order to comply with Division 13 of the State of California Public Resources Code.

**DECLARATION UNDER PENALTY OF PERJURY**

(Must be signed by Applicant(s) and Property Owner(s))

(Additional sheets may be necessary)

The Applicant(s) and/or Property Owner(s), by signing this application, shall be deemed to have agreed to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against the foregoing individuals or entities, the purpose of which is to attack, set aside, void or null the approval of this development entitlement or approval or certification of the environmental document which accompanies it, or to obtain damages relating to such action(s). This indemnification agreement shall include, but not be limited to, damages, costs expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of the entitlement whether or not there is concurrent passive or active negligence on the part of the County.

Applicant(s):

Signed:

Free Free Matt Bascom

Print:

Matt Bascom

Date:

Address: 6378 Co. Rd 5 Orland Ca 95963

I am (We are) the owner(s) of property involved in this application and I (We) have completed this application and all other documents required.

I am (We are) the owner(s) of the property involved in this application and I (We) acknowledge the preparation and submission of this application.

I (We) declare under penalty of perjury that the foregoing is true and correct.

Property Owner(s):

Signed:

Matthew Bascom Lucia Bascom

Print:

Matthew and Tricia Bascom

Date:

Address: 6433 Co. Rd 21, Orland Ca 95963



**State Certified Appliance Recycler**

Matt Bascom and Vince Prody developed this vacuum system for propane evacuation. Matt has 20 years of freon evacuation experience and Vance has 30 yrs of propane experience. We have been recycling in Orland for eight years. Vance used to have his own propane business in Willows, California. His phone number is (916)-798-1190. The idea for this system came from a freon evacuation system. Matt wanted to try the same system for propane but it all had to be enlarged. That is where Vance came in and made sure we used all the right fittings and pipes, to make sure the system was right for propane.

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## **Processing Propane Tanks**

The full propane tank is attached to the manifold for processing.

The Vacuum pump will extract the propane as a liquid and pump it as a vapor to the Vacuum tank. The vapor is pumped in and out of the vacuum tank and ends up in the storage propane tank and becomes a liquid.

The propane will stay in the storage tank until a propane company comes and pumps it out. The propane is now considered recycled and is ready to be used.



## **PPE NEEDED**

- Safety Glasses
- Ear Plugs
- Gloves

## **STEPS**

- 1) Slightly open the 10% relief valve to check if there's any gas in the tank. A second way to check is to open the valve and stick the screwdriver in the spring-loaded valve and see if gas comes out.
- 2) If the tank is empty, then paint an E for empty onto the tank. Then you can cut off the valve using a Sawzall. Put the valve into the clean brass barrel.
- 3) Then place a hole in the tank with a dill or log splitter.
- 4) After removing the valve and putting a hole in the tank, the tank is either put in the metal bin or moved to an empty pile.
- 5) If there is gas in the tank then the tank will go through the evacuation process.

## **PPE NEEDED**

- Safety Glasses
- Ear Plugs
- Gloves

## **STEPS**

- 1) Use a screwdriver to push down the Schrader valve to see if there is any propane in the tank.
- 2) If the tank is empty, place the tank in an empty bin.
- 3) If there is gas in the tank, it must be evacuated. Place full tank in full bin.
- 4) If the neck is bent or the tank is smashed it goes into a separate bin for different processing.

## **PPE NEEDED**

- Safety Glasses or Shield
- Ear Plugs
- Gloves

## **STEPS**

- 1) Turn switch on to the motor.
- 2) Stick a green tank upside down into the hole.
- 3) Press forward peddle until the splitter has cut all the way through the tank.
- 4) Press the back pedal so the two halves fall through the hole.
- 5) Keep repeating the process.

### DAILY TRAILER INSPECTION

Are break lights working?	<b>Yes</b>	<b>No</b>
Are signal lights working?	<b>Yes</b>	<b>No</b>
Are hazard lights working?	<b>Yes</b>	<b>No</b>
Are running lights working?	<b>Yes</b>	<b>No</b>
Is hitch safe to use?	<b>Yes</b>	<b>No</b>
Is parking brake working?	<b>Yes</b>	<b>No</b>
Is trailer breakaway safe to use?	<b>Yes</b>	<b>No</b>
Check Tire Pressure	<b>Yes</b>	<b>No</b>

## DAILY TRUCK INSPECTION SHEET

Does emergency brake work?	<b>Yes</b>	<b>No</b>
Does steering work?	<b>Yes</b>	<b>No</b>
Windshield cracked?	<b>Yes</b>	<b>No</b>
Windshield wipers work?	<b>Yes</b>	<b>No</b>
Do headlights work?	<b>Yes</b>	<b>No</b>
Do taillights work?	<b>Yes</b>	<b>No</b>
Do hazard lights work?	<b>Yes</b>	<b>No</b>
Do turn signals work?	<b>Yes</b>	<b>No</b>
Do break lights work?	<b>Yes</b>	<b>No</b>
Does horn work?	<b>Yes</b>	<b>No</b>
Do mirrors work?	<b>Yes</b>	<b>No</b>
Checked Tire Pressure (70 PSI)	<b>Yes</b>	<b>No</b>
Checked Oil Level?	<b>Yes</b>	<b>No</b>
Checked Break Fluid?	<b>Yes</b>	<b>No</b>
Checked Steering Fluid?	<b>Yes</b>	<b>No</b>
Is fire extinguisher in truck?	<b>Yes</b>	<b>No</b>
Is first aid kit in truck?	<b>Yes</b>	<b>No</b>
Safety Reflectors?	<b>Yes</b>	<b>No</b>

**DAILY FORKLIFT**

Checked Oil Level?	<b>Yes</b>	<b>No</b>
Checked Break Fluid?	<b>Yes</b>	<b>No</b>
Checked Hydraulic Fluid?	<b>Yes</b>	<b>No</b>
Does mass go up and down?	<b>Yes</b>	<b>No</b>



There are two main types of fire extinguishers: stored pressure and cartridge-operated. Stored pressure fire extinguishers are the most common type and, of these, the ones that have a dry chemical as the agent are most common. The dry chemical is typically mono ammonium sulfate, sodium bicarbonate, or potassium bicarbonate—all of which are considered **non-toxic**.

### **Are there any hazards to be concerned about with fire extinguishers?**

The main concerns are:

- Contents are under pressure and may explode when combined with other materials.
- Very old fire extinguishers (pre 1960's) may contain carbon tetrachloride, a known carcinogen.

If you have a very old fire extinguishers and the label says it contains carbon tetrachloride, contact Matt Bascom and set aside for proper disposal.

### **How to recycle fire extinguishers?**

The casing is usually made out of steel or aluminum and can be recycled. When emptying the container for recycling:

- For safety, wear goggles and a particulate mask when discharging extinguisher.
- Discharge outside, away from children or pets and into a waste container.
- Pull the pin on the extinguisher—this unlocks the operating lever.
- Squeeze the lever above the handle to discharge contents.
- After you have finished discharging the extinguisher contents and nothing else comes out, remove the head from the container—
  - Remove any plastic pieces.
  - Tip the metal container upside down and shake the container into a waste container until all the material is out
  - You can now send the empty container to the blue recycle bin if it is steel or the white recycle bin if it is aluminum.
  - You can dispose of the collected agent in the landfill, as it is not considered toxic.

## Fire Extinguisher Processing



### Steps

- 1) Check the pressure gauge on the fire extinguisher for PSI in tank.
- 2) If the gauge reads PSI stick the end of the hose into a trash bag. Pull the pin out if there is one and press the handle down. Keep pressing the handle down until nothing is coming out at end of hose.
- 3) Once there is no PSI reading on gauge place the tank into a vice.
- 4) Unscrew the top of the fire extinguisher off.
- 5) Using a Sawzall to cut off the top part of the fire extinguisher.
- 6) Remove the tank from the vice and dump powder into the same trash can.
- 7) Use a magnet to test the metal to see if its metal or aluminum.
- 8) After you empty the powder out of the tank, the tank goes into the aluminum or metal barrel.
- 9) The handle can be placed in the trash, aluminum, or dirty aluminum depending on what they are.

**Hello Alyssa,**

**Does this also include the purple k and the other fire extinguishers I texted you pics of?**

Sent from Yahoo Mail from iPhone

On Monday, March 15, 2021, 1:41pm PM, Alyssa Cordova  
<ACordonva@countyofglenn.net> wrote:

**Hi Matt,**

**Regarding disposal of fire extinguisher agents, you may throw the ABC fire extinguisher dry chemical (mono ammonium phosphate) in the garbage. This answer is based on information I have obtained from similar companies and other CUPA's.**

**Let me know if you have any questions.**

**Best,**

**Alyssa Cordova**  
**Environmental Compliance Specialist II**

September 2015

# Type C407-10 Internal Valves

## WARNING

Failure to follow these instructions or to properly install and maintain this equipment could result in an explosion and/or fire causing property damage and personal injury or death.

Fisher® equipment must be installed, operated and maintained in accordance with federal, state and local codes and manufacturer's instructions. The installation in most states must also comply with NFPA No. 58 and ANSI Standard K61.1.

Only personnel trained in the proper procedures, codes, standards and regulations of the LP-Gas industry shall install and service this equipment.

The internal valve must be closed except during product transfer. A line break downstream of a pump may not actuate the excess flow valve. If any break occurs in the system or if the excess flow valve closes, the system should be shutdown immediately.

## Introduction

### Scope of the Manual

This manual covers instructions for the Type C407-10 internal valves and the manual, cable or pneumatic actuators for the valve.

### Description

The Type C407-10 is intended as a main valve on small capacity pumping systems or in vapor return lines on trucks. It can also be used on in-line installations. Designed for propane, butane or NH<sub>3</sub> at ambient temperatures, the valve can be used on other



Figure 1. Type C407-10

compressed gases, but the user should check with the factory to make sure the valve is suitable for the particular service.

The following accessories for the Type C407-10 are also covered:

**Type P341** – Latch/remote release mechanism that permits remote valve closure. The valve is opened manually. A built in fusible element will release at 212°F / 100°C allowing the valve to close. Factory type number with the Type P341 installed is Type C407M10.

**Type P342** – Latch with bi-directional remote release mechanism that permits remote valve closure from two directions. The valve is opened manually. A built in fusible element will release at 212°F / 100°C allowing the valve to close. Factory type number with the Type P342 installed is Type C407MB10.

**Type P389** – Pneumatic actuator that allows remote opening and closing of the valve. Factory type number with the Type P389 installed is Type C407A10.

## **Steps to Sort Green Propane Bottles**

- Bring in a full bin of green bottles, into the processing area, to be sorted between empty and full bottles.
- Use the rounded flat tip tool to depress the valve in order to determine if the bottle is empty, there will be no sound, or if it is full, it will hiss.
- Empty bottles go into a bin marked with a large E when bin is full it will go to the empty bin storage area.
- Full bottles are sorted into two groups pristine versus crunched up bottles.
- The good bottles are put on to the manifold that has the push down levers.
- The crunched up bottles are put on the manifold that you need to screw the bottles into place.

## **Step to Process 5 Gallon and Larger Propane Bottles**

- Bring in a full bin of 5 gallon bottles, into the processing area, to be sorted between empty and full bottles.
- Use the rounded flat tip tool to depress the valve in order to determine if the bottle is empty, there will be no sound, or if it is full, it will hiss.
- If bottle is empty, we will unscrew the 10% relief valve and depress the valve again to double check for pressure.
- If still no pressure, we will paint a large E on the bottle.
- We will cut off the brass valves and put them into a large dump bin to be recycled. The bottles will be put into the box 4x4x4 recycled.
- If bottles are full they will be put onto the manifolds with gauges which will tell us when they have negative pressure and then they will be empty.

## Starting the Propane Evacuation

- Check the oil in the engine and fill up with gas.
- Turn the red knob to ON and pull to start the motor.
- After the engine has started, open the valves going to the storage tanks and vacuum tank nearest the compressor.
- Then we open the two valves on the vacuum tank.
- Then we open all valves going to the storage tanks.
- Then we go into the processing area and we put the presorted green bottles on to the manifolds.
- Then we put on the 5 gal or larger propane bottles on to the manifolds that have gauges which will tell us when they get negative pressure.
- The 10% relief valve is opened on the 5 gal propane bottles with bad valves are put into a tube which is sealed off and evacuated.
- When the green bottles don't have any ice on them, they are ready to be taken off the manifold.
- We take them off and double check with tool to see if there is any pressure still in the bottles, because sometimes the valves get stuck or don't work the first time, we will put them on again until they get emptied.
- When emptied and tested we through them into the big empty bins with large E on them.





This is the original system we have. It has brass fittings and you have to screw in the cylinders into the brass fitting. The fitting has a piece of metal that pushes the schrader valve open to release the gas. Once you push the red valve up this releases the propane into the system. The liquid turn into a vapor, goes to the vacuum chamber, into the pump and finally to the storage tanks where it turns back into a liquid. The gauge goes into a negative pressure and that shows you the tanks are done. This item is still being used today cause when we receive damaged tanks them seem to fit better on this manifold. We process over 250,000 green propane tanks a year.



### **Small Green Propane Tanks**

This manifold you do not have to screw the tanks in. You stick the tank in the brass valve upside down. Then you pull the lever down and it pushes the tank into the brass valve. You open the red valve and the propane goes through the system.





This is the vacuum tank and its about 1100 gallon tank. It's just to insure we have good vacuum at all times.



This is the vacuum pump. It takes the propane and stores it in the storage tank.





We have two storage tanks that can hold up to 1000 gallons with all new valves.



This is the automatic shut off valve in case of a fire. If it gets up to 250 degrees it will automatically shut off.





This picture shows you the two lines coming off the storage tanks that lead back to the manifold. You can see the schedule 80 pipe for propane. The pipe being under the ground shows it has been taped.



This shows the pipe being taped, the rest of the pipe under ground is taped as well.





The two manifolds are hooked together and the line goes out to the vacuum tank.



The tanks that are 5 gallons or more are checked by opening the valve or using a screw driver to see if there is any propane left in the tank. After the propane is evacuated, all the tanks get an "E" except green propane which are stored in a 4X8 tote that has a "E" written on the box. These totes are stored in the empty processed propane area.





This picture shows where the empty processed propane area is at.



This shows the green propane tanks being stored in 4X8 totes with the "E" on it for empty.





This picture shows the hydraulic metal shear that is used to cut or put a hole in the green propane. This machine will be getting updated soon.



You can see the green propane tank in the shear ready to be cut in half or have a hole put into it.





This picture shows the sheer being cut. You can see the hole in it.



When the propane tank has a hole in it or been sheered it drops into this bin. When the bin is full it is then dumped into a trailer where it is hauled to Richfield recycling or American Canyon.





From: kimberly.swanson@usecology.com,  
To: Freonfreeworker@aol.com,  
Subject: Profile Forms/Info on Waste

Date: Tue, Apr 20, 2021 1:09 pm

Attachments: Waste Profile Form (USE).pdf(430K), Waste\_Profile\_Instructions.sflb.pdf(171K),

---

Hi Michael,

Please see the attached profile forms.

Pricing for the powder waste: \$110.00/CYB + 13% EIR (Pending the approved profile into Beatty) 3x3

Deheaded Fire Extinguishers: \$110.00/CYB + 13% EIR (Pending the approved profile into Beatty) 3x3

Helium - We cannot accept.

**Kimberly Swanson**  
Senior Customer Support Manager  
kimberly.swanson@usecology.com,  
p: (208)319-1639  
101 S. Capitol Boulevard Boise, ID 83702

*Emergency Response: 800.839.3975*

*Customer Service: 800.590.5220*

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USEcology.com

D. COMPOSITION (use additional form if necessary)

Constituent	Units	TCLP	Totals	Range total ≥ 100%		
				Typical	Min	Max
Mono ammonium Phosphate		<input type="checkbox"/>	<input type="checkbox"/>			
Ammonium Sulfate		<input type="checkbox"/>	<input type="checkbox"/>			
Talcum Powder		<input type="checkbox"/>	<input type="checkbox"/>			
Potassium Bicarbonate		<input type="checkbox"/>	<input type="checkbox"/>			
Potassium Allophanate		<input type="checkbox"/>	<input type="checkbox"/>			
Magnesium Aluminum Silicate		<input type="checkbox"/>	<input type="checkbox"/>			
Sodium Bicarbonate		<input type="checkbox"/>	<input type="checkbox"/>			
Calcium Stearate		<input type="checkbox"/>	<input type="checkbox"/>			
Barium Stearate		<input type="checkbox"/>	<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>			

E. CHARACTERISTICS

- |  |  |  |   |
|--|--|--|---|
| 1. Oxidizer  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              | 9. Reactive sulfides _____ ppm   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Explosive   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              | 10. Reactive cyanides _____ ppm  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Organic peroxide  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              | 11. Water/air reactive   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. Shock sensitive   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              | 12. Thermally unstable   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. Tires   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              | 13. TSCA regulated PCB waste (control sheet required with shipment)                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. Pyrophoric  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              | 14. Medical/infectious waste   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7. Compressed gas  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              | 15. Radioactive (If yes, complete Profile Supplement for Radioactive Waste)                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 8. Halogenated organics  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              | 16. Hazardous Secondary Material (HSM)   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 17. Possibility of incidental liquids from transportation?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                              |  |   |
| 18. Is waste/material a solid using the paint filter test?   | <input type="checkbox"/> Yes (solid) <input checked="" type="checkbox"/> No (not solid)          |  |   |
| 19. pH: (If solid, what is pH if mixed with water?)  | Range _____ to _____ Typical _____   | <input type="checkbox"/> ≤2 <input type="checkbox"/> 2<12.5 <input type="checkbox"/> ≥12.5 |   |
| 20. Flash Point:   | _____ °F <input type="checkbox"/> <140°F   |  |   |
| 21. Is the waste/material oil bearing from Petroleum Refining, Production or Transportation practices? | <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |   |

F. GENERATOR'S CERTIFICATION

- Yes  No I certify this waste/material may be disposed without further treatment.
- Yes  N/A I certify this waste/material meets all requirements of legitimate recycling of hazardous secondary materials under 40 CFR 260.43 and/or I am complying with the conditions for generators using the verified recycler exclusion.

I authorize US Ecology to correct inconsistencies on the waste/material profile form that impact management decisions with my oral or written authorization. US Ecology will require re-submittal of the waste/material profile information if substantial changes are determined necessary. I understand waste/material that does not conform to specifications described in this profile may be rejected by US Ecology unless other contractual arrangements have been agreed to by both parties. I certify, under penalty of law, that I am familiar with this waste/material stream through analysis and/or process knowledge, and that all information provided is true, accurate, representative and complete, that all known or suspected hazards have been disclosed, and that this form was completed in accordance with the instructions provided.

Print Name <b>Matt Bascom</b>	Signature	Title	Date <b>05/10/21</b>
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**EnviroPro Energy Company, LLC**  
**Purchases by Product/Service Detail**  
 January - December 2019

	Date	Transaction Type	Num	Vendor	Memo/Description	Qty	Rate	Amount	Balance	Account
***Cortina1	09/20/2019	Bill	09.20.2019	Matt Bascom	Picked up 416 Gallons @ .20 a Gallon	416	0.20	83.20	83.20	126000 Inventory Propane
	11/06/2019	Bill	58277	Matt Bascom	Picked up 330 Gallons @ .20 a Gallon	330	0.20	66.00	149.20	126000 Inventory Propane
	11/22/2019	Bill	58278	Matt Bascom	Picked up 110 Gallons @ .20 a Gallon	110	0.20	22.00	171.20	126000 Inventory Propane
<b>Total for ***Cortina1</b>						<u>856</u>		<u>\$ 171.20</u>		
<b>TOTAL</b>						<u>856</u>		<u>\$ 171.20</u>		

Friday, Jan 17, 2020 02:21:44 PM GMT-8 - Accrual Basis

**EnviroPro Energy Company, LLC**  
**Gallons Picked Up**  
**January - December 2020**

Date	Transaction Type	Num	Vendor	Memo/Description	Qty	Rate	Amount
02/24/2020	Bill	58279	Matt Bascom	Picked up 384 Gallons @ .20 a Gallon	384	0.20	76.80
06/16/2020	Bill	58280	Matt Bascom	Picked up 775 Gallons @ .20 a Gallon	775	0.20	155.00
09/01/2020	Bill	58281	Matt Bascom	Picked up 545 Gallons @ .20 a Gallon	544	0.20	108.80
12/09/2020	Bill	58283	Matt Bascom	Picked up 800 Gallons @ .20 a Gallon	800	0.20	160.00
<b>Total</b>					<b>2503</b>		<b>\$ 500.60</b>

Wednesday, Jun 09, 2021 09:07:17 AM GMT-7 - Accrual Basis

NATIONS TITLE COMPANY OF CA

2016-2898

Recording Requested By /  
Return To:  
STEARNS LENDING, LLC  
4 HUTTON CENTRE DRIVE, 10TH  
FLOOR  
SANTA ANA, CA 92707-8788  
866-450-7677  
ATTN: SHIPPING DEPT/DOC.  
CONTROL

Recorded at the request of:  
NATIONS TITLE CO  
07/07/2016 10:45 AM  
Fee \$50.00 Pgs: 13  
OFFICIAL RECORDS  
Sheryl Thur, Clerk-Recorder  
Glenn County, CA

Prepared By:  
RICHARD BOUTSADY  
STEARNS LENDING, LLC  
4 HUTTON CENTRE DRIVE, 10TH  
FLOOR  
SANTA ANA, CA 92707-8788  
866-450-7677

1594887

[Space Above This Line For Recording Data]

DEED OF TRUST

BASCOM  
Loan #: 5500388805  
MIN: 100183355003888059  
MERS Phone: 1-888-679-6377  
PIN: 044-100-002

Trustor/Borrower:  
MATTHEW BASCOM  
6378 COUNTY ROAD 5, ORLAND, CA 95963

Property Address: 6378 COUNTY ROAD 5, ORLAND, CA 95963

DEFINITIONS

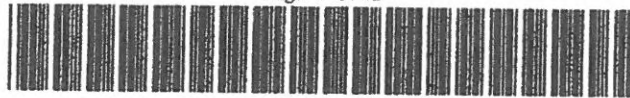
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JUNE 30, 2016, together with all Riders to this document.
- (B) "Borrower" is MATTHEW BASCOM AND TRICIA BASCOM, HUSBAND AND WIFE, AS JOINT TENANTS;. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is STEARNS LENDING, LLC. Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of CALIFORNIA. Lender's address is 4 HUTTON CENTRE DRIVE, 10TH FLOOR, SANTA ANA, CA 92707-8788.
- (D) "Trustee" is NATIONS TITLE COMPANY.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. 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.
- (F) "Note" means the promissory note signed by Borrower and dated JUNE 30, 2016. The Note states that Borrower owes Lender ONE HUNDRED EIGHTY THOUSAND AND 00/100 Dollars (U.S. \$180,000.00) plus interest. Borrower has

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
312.45

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Form 3005 1/01



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2016-2898 1 of 13



promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JULY 1, 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]:

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

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

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

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 **GLENN**:

**SEE ATTACHED EXHIBIT A**

which currently has the address of **6378 COUNTY ROAD 5, ORLAND, CA 95963** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security



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Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, 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, releasing and canceling this Security Instrument.

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

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

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

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

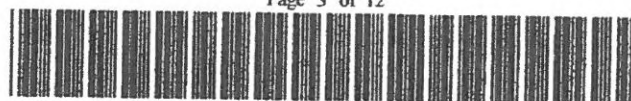
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until



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

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

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

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

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

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

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



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of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any



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other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title 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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**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



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limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable



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

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use



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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. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable 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. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.



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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.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

Matthew Bascom 6-30-16  
- BORROWER - MATHEW BASCOM - DATE -

Tricia Bascom 6/30/16  
- BORROWER - TRICIA BASCOM - DATE -

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of GLENN

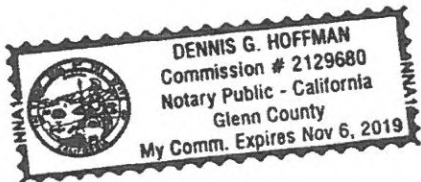
On June 30, 2016 before me, Dennis G Hoffman Notary Public  
(here insert name and title of the officer)

personally appeared MATTHEW BASCOM, TRICIA BASCOM, who 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dennis G Hoffman (Seal)



MORTGAGE LOAN ORIGINATOR PHILIP CUTCHSHAW  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 233559  
MORTGAGE LOAN ORIGATION COMPANY OPTIMUM FIRST, INC.  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 240415



00001405500388805



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

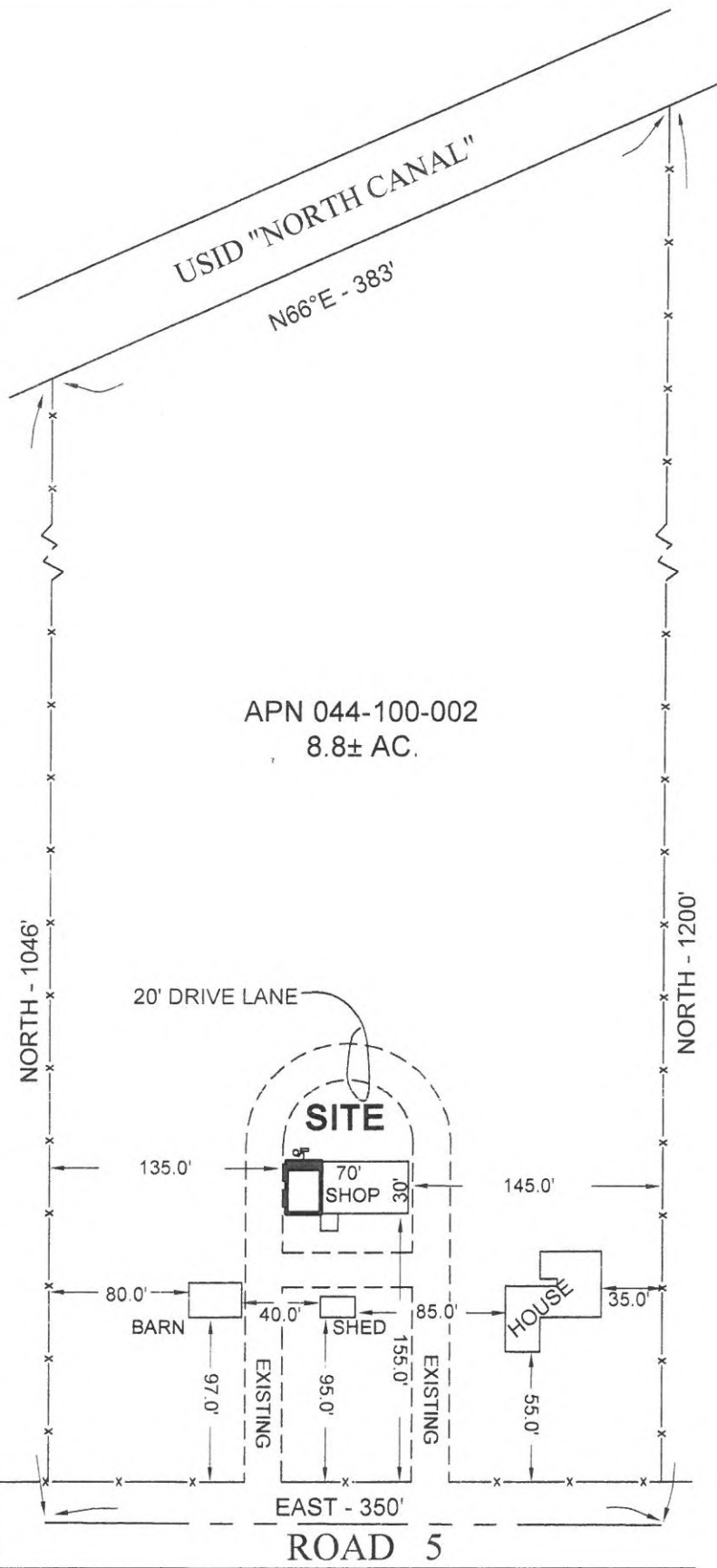
All that certain real property situated in the County of GLENN, State of CALIFORNIA, described as follows:

THE WEST HALF OF BLOCK 75 OF LEMON HOME COLONY, IN THE COUNTY OF GLENN, STATE OF CALIFORNIA, ACCORDING TO THE REVISED MAP OF THE LEMON HOME COLONY AND TOWN OF MALTON, BEING SUBDIVISION NO. 20 OF THE ORLAND IRRIGATION DISTRICT, SECTIONS 3, 4, 5, TOWNSHIP 22 NORTH, RANGE 3 WEST, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF GLENN, STATE OF CALIFORNIA, ON THE 24<sup>TH</sup> DAY OF OCTOBER, 1916 AND RECORDED IN BOOK 4 OF MAPS, AT PAGE 11.

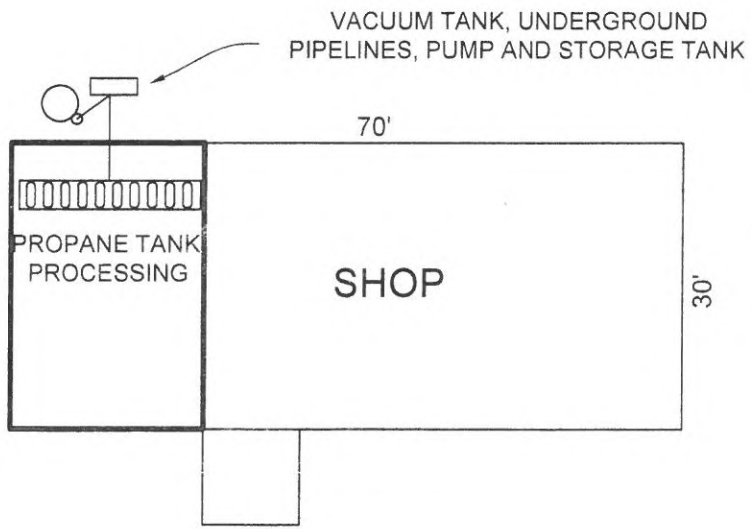
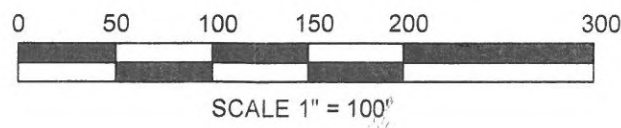
EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH THE RIGHT TO REMOVE THE SAME, AS RESERVED IN THE DEED FROM FRED KAYSER ET UX., TO CHARLES D. NANCE ET UX., RECORDED MAY 18, 1973 IN BOOK 560, PAGE 119, OFFICIAL RECORDS.

**Assessor Parcel No(s):**      **044-100-002**





APN 044-100-002  
8.8± AC.



**SITE DETAIL**  
SCALE 1" = 20'

MATTHEW BASCOM, applicant  
P.O. Box 154  
Orland, California 95963

SITE ADDRESS  
6378 ROAD 5  
ORLAND, CA. 95963

**SITE PLAN APN 044-100-002**

BEING A PORTION OF LOT 75, AS SHOWN ON THE MAP "REVISED MAP OF THE LEMON HOME COLONY AND TOWN OF MALTON", SITUATE IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF GLENN, STATE OF CALIFORNIA.

AUGUST 2019

SCALE 1" = 100'

MATTHEW BASCOM, applicant-owner  
Official Records Document 98-0326

PREPARED BY:

*Thomas E. Harris*

THOMAS E. HARRIS  
LAND SURVEYOR  
908 6TH STREET, ORLAND, CA. 95963

