

May 7, 2008

MR AND MRS ULRICH
2520 JAMES HOWE RD
DALLAS OR 97338

RE: Home ID #: 311736

Dear Sir/Madam:

You recently filed notice that the above-referenced home would become exempt (real property) in the county records. Our records indicate that you have not completed the exemption process by submitting a recorded Application and Certification Exempting Manufactured Structure from Ownership Document to the county tax assessor's office. This application must be recorded in the county deed records to change the status of your home from personal to real property.

ORS 446.621(5)(b) requires the buyer/owner to apply to have the manufactured structure recorded in the county deed of records within 25 days of the date of the move or sale of the home. You must complete the exemption process by delivering to the county tax assessor's office a recorded Application and Certification Exempting Manufactured Structure from Ownership Document. If you do not do so, your home will be considered personal property and an ownership document will be issued for your home. You will be responsible for payment of the \$55.00 fee for this ownership document.

If this notice was filed with us by a manufactured structures dealership or title/escrow company, please contact that company to complete the process.

Sincerely,

County Assessment/Taxation Office

April 18, 2008

«Name»

«Address»

«CityStateZip»

Re: Manufactured Home Situs

Dear Sir/Madam:

Our records indicate that you plan to site your manufactured home at «PendingSite» in «County» County. When a manufactured home is moved, statute requires the dealer, transporter or home owner to purchase trip permits before the home moves. We show no record that trip permits have been purchased to complete this move and the “pending site” address has been on record for more than 30 days. When a “pending site” is reported, the structure must be relocated within 30 days or the home owner must refile to correctly reflect the location of the structure.

Oregon statutes prohibits Manufactured Structure Dealers from moving or causing a manufactured home to be moved without complying with the requirements for trip permits. If the move was arranged through a Manufactured Structure Dealer, the dealer or transporter should have purchased the necessary trip permits.

You must do one of the following to correct the information on your home:

1. If your home is, in fact, located at the address referenced above, contact this office to purchase trip permits for your home. You may also contact the transporter or dealer who moved your home and ask them to purchase the permits.
2. If your home is not at the address referenced above, please contact this office to report the actual location of your home.

Sincerely,

County Assessment/Taxation Office

MANUFACTURED STRUCTURE OWNERSHIP RECORDS

446.561 Definitions for ORS 446.566 to 446.646. As used in ORS 446.566 to 446.646:

(1) Except as provided in subsection (2) of this section, “manufactured structure” means:

(a) A manufactured dwelling. As used in this paragraph, “manufactured dwelling” has the meaning given that term in ORS 446.003 and also includes a structure that would meet the definition in ORS 446.003 except that the structure is being used for other than residential purposes.

(b) A prefabricated structure, as defined in ORS 455.010, that is relocatable and more than eight and one-half feet wide.

(c) A recreational vehicle, as defined in ORS 446.003, that is more than eight and one-half feet wide.

(2) “Manufactured structure” does not include a mobile modular unit as defined in ORS 308.866 or an implement of husbandry as defined in ORS 801.310. [2003 c.655 §8]

Note: 446.561 to 446.646 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 446 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

(Default and Enforcement of Security Interest)

79.0601 UCC 9-601. Rights after default; judicial enforcement; consignor or buyer of accounts, chattel paper, payment intangibles or promissory notes. (1) After default, a secured party has the rights provided in ORS 79.0601 to 79.0628 and, except as otherwise provided in ORS 79.0602, those provided by agreement of the parties. A secured party:

(a) May reduce a claim to judgment, foreclose, or otherwise enforce the claim, security interest or agricultural lien by any available judicial procedure; and
(b) If the collateral is documents, may proceed either as to the documents or as to the goods they cover.

(2) A secured party in possession of collateral or control of collateral under ORS 79.0104, 79.0105, 79.0106 or 79.0107 has the rights and duties provided in ORS 79.0207.

(3) The rights under subsections (1) and (2) of this section are cumulative and may be exercised simultaneously.

(4) Except as otherwise provided in subsection (7) of this section and ORS 79.0605, after default, a debtor and an obligor have the rights provided in ORS 79.0601 to 79.0628 and by agreement of the parties.

(5) If a secured party has reduced its claim to judgment, the lien of any levy that may be made upon the collateral by virtue of an execution based upon the judgment relates back to the earliest of:

(a) The date of perfection of the security interest or agricultural lien in the collateral;

(b) The date of filing a financing statement covering the collateral; or

(c) Any date specified in a statute under which the agricultural lien was created.

(6) A sale pursuant to an execution is a foreclosure of the security interest or agricultural lien by judicial procedure within the meaning of this section. A secured party may purchase at the sale and thereafter hold the collateral free of any other requirements of this chapter.

(7) Except as otherwise provided in ORS 79.0607 (3), ORS 79.0601 to 79.0628 impose no duties upon a secured party that is a consignor or is a buyer of accounts, chattel paper, payment intangibles or promissory notes. [2001 c.445 §99]

79.0602 UCC 9-602. Waiver and variance of rights and duties. Except as otherwise provided in ORS 79.0624, to the extent that they give rights to a debtor or obligor and impose duties on a secured party, the debtor or obligor may not waive or vary the rules stated in the following listed sections:

(1) ORS 79.0207 (2)(d)(C), which deals with use and operation of the collateral by the secured party;

(2) ORS 79.0210, which deals with requests for an accounting and requests concerning a list of collateral and statement of account;

(3) ORS 79.0607 (3), which deals with collection and enforcement of collateral;

(4) ORS 79.0608 (1) and 79.0615 (3) to the extent that they deal with application or payment of noncash proceeds of collection, enforcement or disposition;

(5) ORS 79.0608 (1) and 79.0615 (4) to the extent that they require accounting for or payment of surplus proceeds of collateral;

(6) ORS 79.0609 to the extent that it imposes upon a secured party that takes possession of collateral without judicial process the duty to do so without breach of the peace;

(7) ORS 79.0610 (2), 79.0611, 79.0613 and 79.0614, which deal with disposition of collateral;

(8) ORS 79.0615 (6), which deals with calculation of a deficiency or surplus when a disposition is made to the secured party, a person related to the secured party or a secondary obligor;

(9) ORS 79.0616, which deals with explanation of the calculation of a surplus or deficiency;

(10) ORS 79.0620, 79.0621 and 79.0622, which deal with acceptance of collateral in satisfaction of obligation;

(11) ORS 79.0623, which deals with redemption of collateral;

(12) ORS 79.0624, which deals with permissible waivers; and

(13) ORS 79.0625 and 79.0626, which deal with the secured party's liability for failure to comply with this chapter. [2001 c.445 §100]

79.0603 UCC 9-603. Agreement on standards concerning rights and duties. (1) The parties may determine by agreement the standards measuring the fulfillment of the rights of a debtor or obligor and the duties of a secured party under a rule stated in ORS 79.0602 if the standards are not manifestly unreasonable.

(2) Subsection (1) of this section does not apply to the duty under ORS 79.0609 to refrain from breaching the peace. [2001 c.445 §101]

79.0604 UCC 9-604. Procedure if security agreement covers real property or fixtures. (1) If a security agreement covers both personal and real property, a secured party may proceed:

(a) Under ORS 79.0601 to 79.0628 as to the personal property without prejudicing any rights with respect to the real property; or

(b) As to both the personal property and the real property in accordance with the rights with respect to the real property, in which case the other provisions of ORS 79.0601 to 79.0628 do not apply.

(2) Subject to subsection (3) of this section, if a security agreement covers goods that are or become fixtures, a secured party may proceed:

(a) Under ORS 79.0601 to 79.0628; or

(b) In accordance with the rights with respect to real property, in which case the other provisions of ORS 79.0601 to 79.0628 do not apply.

(3) Subject to the other provisions of ORS 79.0601 to 79.0628, if a secured party holding a security interest in fixtures has priority over all owners and encumbrancers of the real property, the secured party, after default, may remove the collateral from the real property.

(4) A secured party that removes collateral shall promptly reimburse any encumbrancer or owner of the real property, other than the debtor, for the cost of repair of any physical injury caused by the removal. The secured party need not reimburse the encumbrancer or owner for any diminution in value of the real property caused by the absence of the goods removed or by any necessity of replacing them. A person entitled to reimbursement may refuse permission to remove until the secured party gives adequate assurance for the performance of the obligation to reimburse. [2001 c.445 §102]

79.0605 UCC 9-605. Unknown debtor or secondary obligor. A secured party does not owe a duty based on its status as secured party:

(1) To a person that is a debtor or obligor, unless the secured party knows:

(a) That the person is a debtor or obligor;

(b) The identity of the person; and

(c) How to communicate with the person; or

(2) To a secured party or lienholder that has filed a financing statement against a person, unless the secured party knows:

(a) That the person is a debtor; and

(b) The identity of the person. [2001 c.445 §103]

79.0606 UCC 9-606. Time of default for agricultural lien. For purposes of ORS 79.0601 to 79.0628, a default occurs in connection with an agricultural lien at the time the secured party

becomes entitled to enforce the lien in accordance with the statute under which it was created. [2001 c.445 §104]

79.0607 UCC 9-607. Collection and enforcement by secured party. (1) If so agreed, and in any event after default, a secured party:

- (a) May notify an account debtor or other person obligated on collateral to make payment or otherwise render performance to or for the benefit of the secured party;
- (b) May take any proceeds to which the secured party is entitled under ORS 79.0315;
- (c) May enforce the obligations of an account debtor or other person obligated on collateral and exercise the rights of the debtor with respect to the obligation of the account debtor or other person obligated on collateral to make payment or otherwise render performance to the debtor, and with respect to any property that secures the obligations of the account debtor or other person obligated on the collateral;
- (d) If it holds a security interest in a deposit account perfected by control under ORS 79.0104 (1)(a), may apply the balance of the deposit account to the obligation secured by the deposit account; and
- (e) If it holds a security interest in a deposit account perfected by control under ORS 79.0104 (1)(b) or (c), may instruct the bank to pay the balance of the deposit account to or for the benefit of the secured party.

(2) If necessary to enable a secured party to exercise under subsection (1)(c) of this section the right of a debtor to enforce a mortgage nonjudicially, the secured party may record in the office in which a record of the mortgage is recorded the secured party's sworn affidavit, with a copy of the security agreement attached thereto. The affidavit shall be in recordable form and state that:

- (a) A default has occurred; and
 - (b) The secured party is entitled to enforce the mortgage nonjudicially.
- (3) A secured party shall proceed in a commercially reasonable manner if the secured party:
- (a) Undertakes to collect from or enforce an obligation of an account debtor or other person obligated on collateral; and
 - (b) Is entitled to charge back uncollected collateral or otherwise to full or limited recourse against the debtor or a secondary obligor.

(4) A secured party may deduct from the collections made pursuant to subsection (3) of this section reasonable expenses of collection and enforcement, including reasonable attorney fees and legal expenses incurred by the secured party.

(5) This section does not determine whether an account debtor, bank or other person obligated on collateral owes a duty to a secured party. [2001 c.445 §105]

79.0608 UCC 9-608. Application of proceeds of collection or enforcement; liability for deficiency and right to surplus. (1) If a security interest or agricultural lien secures payment or performance of an obligation, the following rules apply:

- (a) A secured party shall apply or pay over for application the cash proceeds of collection or enforcement under ORS 79.0607 in the following order to:
 - (A) The reasonable expenses of collection and enforcement and, to the extent provided for by agreement and not prohibited by law, reasonable attorney fees and legal expenses incurred by the secured party;
 - (B) The satisfaction of obligations secured by the security interest or agricultural lien under which the collection or enforcement is made; and
 - (C) The satisfaction of obligations secured by any subordinate security interest in or other lien on the collateral subject to the security interest or agricultural lien under which the collection or

enforcement is made if the secured party receives an authenticated demand for proceeds before distribution of the proceeds is completed.

(b) If requested by a secured party, a holder of a subordinate security interest or other lien shall furnish reasonable proof of the interest or lien within a reasonable time. Unless the holder complies, the secured party need not comply with the holder's demand under paragraph (a)(C) of this subsection.

(c) A secured party need not apply or pay over for application noncash proceeds of collection and enforcement under ORS 79.0607 unless the failure to do so would be commercially unreasonable. A secured party that applies or pays over for application noncash proceeds shall do so in a commercially reasonable manner.

(d) A secured party shall account to and pay a debtor for any surplus, and the obligor is liable for any deficiency.

(2) If the underlying transaction is a sale of accounts, chattel paper, payment intangibles or promissory notes, the debtor is not entitled to any surplus and the obligor is not liable for any deficiency. [2001 c.445 §106]

79.0609 UCC 9-609. Secured party's right to take possession after default. (1) After default, a secured party:

(a) May take possession of the collateral; and

(b) Without removal, may render equipment unusable and dispose of collateral on a debtor's premises under ORS 79.0610.

(2) A secured party may proceed under subsection (1) of this section:

(a) Pursuant to judicial process; or

(b) Without judicial process, if it proceeds without breach of the peace.

(3) If so agreed, and in any event after default, a secured party may require the debtor to assemble the collateral and make it available to the secured party at a place to be designated by the secured party which is reasonably convenient to both parties. [2001 c.445 §107]

79.0610 UCC 9-610. Disposition of collateral after default. (1) After default, a secured party may sell, lease, license or otherwise dispose of any or all of the collateral in its present condition or following any commercially reasonable preparation or processing.

(2) Every aspect of a disposition of collateral, including the method, manner, time, place and other terms, must be commercially reasonable. If commercially reasonable, a secured party may dispose of collateral by public or private proceedings, by one or more contracts, as a unit or in parcels, and at any time and place and on any terms.

(3) A secured party may purchase collateral:

(a) At a public disposition; or

(b) At a private disposition only if the collateral is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations.

(4) A contract for sale, lease, license or other disposition includes the warranties relating to title, possession, quiet enjoyment and the like which by operation of law accompany a voluntary disposition of property of the kind subject to the contract.

(5) A secured party may disclaim or modify warranties under subsection (4) of this section:

(a) In a manner that would be effective to disclaim or modify the warranties in a voluntary disposition of property of the kind subject to the contract of disposition; or

(b) By communicating to the purchaser a record evidencing the contract for disposition and including an express disclaimer or modification of the warranties.

(6) A record is sufficient to disclaim warranties under subsection (5) of this section if it indicates “There is no warranty relating to title, possession, quiet enjoyment or the like in this disposition” or uses words of similar import. [2001 c.445 §108]

79.0611 UCC 9-611. Notification before disposition of collateral. (1) As used in this section, “notification date” means the earlier of the date on which:

(a) A secured party sends to the debtor and any secondary obligor an authenticated notification of disposition; or

(b) The debtor and any secondary obligor waive the right to notification.

(2) Except as otherwise provided in subsection (4) of this section, a secured party that disposes of collateral under ORS 79.0610 shall send to the persons specified in subsection (3) of this section a reasonable authenticated notification of disposition.

(3) To comply with subsection (2) of this section, the secured party shall send an authenticated notification of disposition to:

(a) The debtor;

(b) Any secondary obligor; and

(c) If the collateral is other than consumer goods:

(A) Any other person from which the secured party has received, before the notification date, an authenticated notification of a claim of an interest in the collateral;

(B) Any other secured party or lienholder that, 10 days before the notification date, held a security interest in or other lien on the collateral perfected by the filing of a financing statement that:

(i) Identified the collateral;

(ii) Was indexed under the debtor’s name as of that date; and

(iii) Was filed in the office in which to file a financing statement against the debtor covering the collateral as of that date; and

(C) Any other secured party that, 10 days before the notification date, held a security interest in the collateral perfected by compliance with a statute, regulation or treaty described in ORS 79.0311 (1).

(4) Subsection (2) of this section does not apply if the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(5) A secured party complies with the requirement for notification prescribed by subsection (3)(c)(B) of this section if:

(a) Not later than 20 days or earlier than 30 days before the notification date, the secured party requests, in a commercially reasonable manner, information concerning financing statements indexed under the debtor’s name in the office indicated in subsection (3)(c)(B) of this section; and

(b) Before the notification date, the secured party:

(A) Did not receive a response to the request for information; or

(B) Received a response to the request for information and sent an authenticated notification of disposition to each secured party or other lienholder named in that response whose financing statement covered the collateral. [2001 c.445 §109]

79.0612 UCC 9-612. Timeliness of notification before disposition of collateral. (1) Except as otherwise provided in subsection (2) of this section, a notification of disposition sent after default and 15 days or more before the earliest time of disposition, as set forth in the notification, is sent within a reasonable time before the disposition.

(2) In a transaction other than a consumer transaction, a notification of disposition sent after default and 10 days or more before the earliest time of disposition set forth in the notification is sent within a reasonable time before the disposition. [2001 c.445 §110]

79.0613 UCC 9-613. Contents and form of notification before disposition of collateral: general. Except in a consumer-goods transaction, the following rules apply:

(1) The contents of a notification of disposition are sufficient if the notification:

(a) Indicates the name of the debtor and the name, address and telephone number of the secured party;

(b) Describes the collateral that is the subject of the intended disposition;

(c) States the method of intended disposition;

(d) States that the debtor is entitled to an accounting of the unpaid indebtedness and states the charge, if any, for an accounting; and

(e) States the time and place of a public disposition or the time after which any other disposition is to be made.

(2) Whether the contents of a notification that lacks any of the information specified in subsection (1) of this section are nevertheless sufficient is a question of fact.

(3) The contents of a notification providing substantially the information specified in subsection (1) of this section are sufficient, even if the notification includes:

(a) Information not specified by subsection (1) of this section; or

(b) Minor errors that are not seriously misleading.

(4) A particular phrasing of the notification is not required.

(5) The following form of notification and the form appearing in ORS 79.0614 (3), when completed, provide sufficient information:

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: (Name of debtor, obligor or other person to which the notification is sent.)

From: (Name, address and telephone number of secured party.)

Name of Debtor(s): (Include only if debtor(s) are not an addressee.)

For a public disposition:

We will sell or lease or license, as applicable the (describe collateral) to the highest qualified bidder in public as follows:

Day and date: _____

Time: _____

Place: _____

For a private disposition:

We will sell or lease or license, as applicable the (describe collateral) privately sometime after (day and date).

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell or lease or license, as applicable for a charge of \$_____. You may request an accounting by calling us at (telephone number).

[2001 c.445 §111]

79.0614 UCC 9-614. Contents and form of notification before disposition of collateral: consumer-goods transaction. In a consumer-goods transaction, the following rules apply:

(1) A notification of disposition must provide the following information:

(a) The information specified in ORS 79.0613 (1);

(b) A description of any liability for a deficiency of the person to which the notification is sent;

- (c) A telephone number from which the amount that must be paid to the secured party to redeem the collateral under ORS 79.0623 is available; and
- (d) A telephone number or mailing address from which additional information concerning the disposition and the obligation secured is available.
- (2) A particular phrasing of the notification is not required.
- (3) The following form of notification, when completed, provides sufficient information:

(Name and address of secured party)

(Date)

NOTICE OF OUR PLAN
TO SELL PROPERTY

(Name and address of any obligor who is also a debtor)

Subject: (Identification of Transaction)

We have your (describe collateral), because you broke promises in our agreement.

For a public disposition:

We will sell (describe collateral) at public sale. A sale could include a lease or license. The sale will be held as follows:

Day and date: _____

Time: _____

Place: _____

You may attend the sale and bring bidders if you want.

For a private disposition:

We will sell (describe collateral) at private sale sometime after (date). A sale could include a lease or license.

The money that we get from the sale, after paying our costs, will reduce the amount you owe. If we get less money than you owe, you (will or will not, as applicable) still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (telephone number).

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at (telephone number) or write us at (secured party's address) and request a written explanation. We will charge you \$_____ for the explanation if we sent you another written explanation of the amount you owe us within the last six months.

If you need more information about the sale call us at (telephone number) or write us at (secured party's address).

We are sending this notice to the following other people who have an interest in (describe collateral) or who owe money under your agreement:

(Names of all other debtors and obligors, if any.)

(4) A notification in the form of subsection (3) of this section is sufficient, even if the form includes additional information.

(5) A notification in the form of subsection (3) of this section is sufficient, even if it includes minor errors in information not required by subsection (1) of this section, unless the error is seriously misleading.

(6) If a notification under this section is not in the form of subsection (3) of this section, law other than this chapter determines the effect of including information not required by subsection (1) of this section. [2001 c.445 §112]

79.0615 UCC 9-615. Application of proceeds of disposition; liability for deficiency and right to surplus. (1) A secured party shall apply or pay over for application the cash proceeds of disposition under ORS 79.0610 in the following order to:

(a) The reasonable expenses of retaking, holding, preparing for disposition, processing and disposing, and, to the extent provided for by agreement and not prohibited by law, reasonable attorney fees and legal expenses incurred by the secured party;

(b) The satisfaction of obligations secured by the security interest or agricultural lien under which the disposition is made;

(c) The satisfaction of obligations secured by any subordinate security interest in or other subordinate lien on the collateral if:

(A) The secured party receives from the holder of the subordinate security interest or other lien an authenticated demand for proceeds before distribution of the proceeds is completed; and

(B) In a case in which a consignor has an interest in the collateral, the subordinate security interest or other lien is senior to the interest of the consignor; and

(d) A secured party that is a consignor of the collateral if the secured party receives from the consignor an authenticated demand for proceeds before distribution of the proceeds is completed.

(2) If requested by a secured party, a holder of a subordinate security interest or other lien shall furnish reasonable proof of the interest or lien within a reasonable time. Unless the holder does so, the secured party need not comply with the holder's demand under subsection (1)(c) of this section.

(3) A secured party need not apply or pay over for application noncash proceeds of disposition under ORS 79.0610 unless the failure to do so would be commercially unreasonable. A secured party that applies or pays over for application noncash proceeds shall do so in a commercially reasonable manner.

(4) If the security interest under which a disposition is made secures payment or performance of an obligation, after making the payments and applications required by subsection (1) of this section and permitted by subsection (3) of this section:

(a) Unless subsection (1)(d) of this section requires the secured party to apply or pay over cash proceeds to a consignor, the secured party shall account to and pay a debtor for any surplus; and

(b) The obligor is liable for any deficiency.

(5) If the underlying transaction is a sale of accounts, chattel paper, payment intangibles or promissory notes:

(a) The debtor is not entitled to any surplus; and

(b) The obligor is not liable for any deficiency.

(6) The surplus or deficiency following a disposition is calculated based on the amount of proceeds that would have been realized in a disposition complying with ORS 79.0601 to 79.0628 to a transferee other than the secured party, a person related to the secured party, or a secondary obligor if:

(a) The transferee in the disposition is the secured party, a person related to the secured party, or a secondary obligor; and

(b) The amount of proceeds of the disposition is significantly below the range of proceeds that a complying disposition to a person other than the secured party, a person related to the secured party, or a secondary obligor would have brought.

(7) A secured party that receives cash proceeds of a disposition in good faith and without knowledge that the receipt violates the rights of the holder of a security interest or other lien that is not subordinate to the security interest or agricultural lien under which the disposition is made:

- (a) Takes the cash proceeds free of the security interest or other lien;
- (b) Is not obligated to apply the proceeds of the disposition to the satisfaction of obligations secured by the security interest or other lien; and
- (c) Is not obligated to account to or pay the holder of the security interest or other lien for any surplus. [2001 c.445 §113]

79.0616 UCC 9-616. Explanation of calculation of surplus or deficiency. (1) As used in this section:

(a) "Explanation" means a writing that:

- (A) States the amount of the surplus or deficiency;
- (B) Provides an explanation in accordance with subsection (3) of this section of how the secured party calculated the surplus or deficiency;
- (C) States, if applicable, that future debits, credits, charges, including additional credit service charges or interest, rebates and expenses may affect the amount of the surplus or deficiency; and
- (D) Provides a telephone number or mailing address from which additional information concerning the transaction is available.

(b) "Request" means a record:

- (A) Authenticated by a debtor or consumer obligor;
- (B) Requesting that the recipient provide an explanation; and
- (C) Sent after disposition of the collateral under ORS 79.0610.

(2) In a consumer-goods transaction in which the debtor is entitled to a surplus or a consumer obligor is liable for a deficiency under ORS 79.0615, the secured party shall:

(a) Send an explanation to the debtor or consumer obligor, as applicable, after the disposition and:

- (A) Before or when the secured party accounts to the debtor and pays any surplus or first makes written demand on the consumer obligor after the disposition for payment of the deficiency; and
- (B) Within 14 days after receipt of a request; or

(b) In the case of a consumer obligor who is liable for a deficiency, within 14 days after receipt of a request, send to the consumer obligor a record waiving the secured party's right to a deficiency.

(3) To comply with subsection (1)(a)(B) of this section, a writing must provide the following information in the following order:

(a) The aggregate amount of obligations secured by the security interest under which the disposition was made, and, if the amount reflects a rebate of unearned interest or credit service charge, an indication of that fact, calculated as of a specified date:

(A) If the secured party takes or receives possession of the collateral after default, not more than 35 days before the secured party takes or receives possession; or

(B) If the secured party takes or receives possession of the collateral before default or does not take possession of the collateral, not more than 35 days before the disposition;

(b) The amount of proceeds of the disposition;

(c) The aggregate amount of the obligations after deducting the amount of proceeds;

(d) The amount, in the aggregate or by type, and types of expenses, including expenses of retaking, holding, preparing for disposition, processing and disposing of the collateral, and attorney fees secured by the collateral which are known to the secured party and relate to the current disposition;

(e) The amount, in the aggregate or by type, and types of credits, including rebates of interest or credit service charges, to which the obligor is known to be entitled and which are not reflected in the amount in paragraph (a) of this subsection; and

(f) The amount of the surplus or deficiency.

(4) A particular phrasing of the explanation is not required. An explanation complying substantially with the requirements of subsection (1) of this section is sufficient, even if it includes minor errors that are not seriously misleading.

(5) A debtor or consumer obligor is entitled without charge to one response to a request under this section during any six-month period in which the secured party did not send to the debtor or consumer obligor an explanation pursuant to subsection (2)(a) of this section. The secured party may require payment of a charge not exceeding \$25 for each additional response. [2001 c.445 §114]

79.0617 UCC 9-617. Rights of transferee of collateral. (1) A secured party's disposition of collateral after default:

(a) Transfers to a transferee for value all of the debtor's rights in the collateral;

(b) Discharges the security interest under which the disposition is made; and

(c) Discharges any subordinate security interest or other subordinate lien.

(2) A transferee that acts in good faith takes free of the rights and interests described in subsection (1) of this section, even if the secured party fails to comply with this chapter or the requirements of any judicial proceeding.

(3) If a transferee does not take free of the rights and interests described in subsection (1) of this section, the transferee takes the collateral subject to:

(a) The debtor's rights in the collateral;

(b) The security interest or agricultural lien under which the disposition is made; and

(c) Any other security interest or other lien. [2001 c.445 §115]

79.0618 UCC 9-618. Rights and duties of certain secondary obligors. (1) A secondary obligor acquires the rights and becomes obligated to perform the duties of the secured party after the secondary obligor:

(a) Receives an assignment of a secured obligation from the secured party;

(b) Receives a transfer of collateral from the secured party and agrees to accept the rights and assume the duties of the secured party; or

(c) Is subrogated to the rights of a secured party with respect to collateral.

(2) An assignment, transfer or subrogation described in subsection (1) of this section:

(a) Is not a disposition of collateral under ORS 79.0610; and

(b) Relieves the secured party of further duties under this chapter. [2001 c.445 §116]

79.0619 UCC 9-619. Transfer of record or legal title. (1) As used in this section, "transfer statement" means a record authenticated by a secured party stating:

(a) That the debtor has defaulted in connection with an obligation secured by specified collateral;

(b) That the secured party has exercised its post-default remedies with respect to the collateral;

(c) That, by reason of the exercise, a transferee has acquired the rights of the debtor in the collateral; and

(d) The name and mailing address of the secured party, debtor and transferee.

(2) A transfer statement entitles the transferee to the transfer of record of all rights of the debtor in the collateral specified in the statement in any official filing, recording, registration or certificate-of-title system covering the collateral. If a transfer statement is presented with the applicable fee and request form to the official or office responsible for maintaining the system, the official or office shall:

- (a) Accept the transfer statement;
 - (b) Promptly amend its records to reflect the transfer; and
 - (c) If applicable, issue a new appropriate certificate of title in the name of the transferee.
- (3) A transfer of the record or legal title to collateral to a secured party under subsection (2) of this section or otherwise is not of itself a disposition of collateral under this chapter and does not of itself relieve the secured party of its duties under this chapter. [2001 c.445 §117]
79.0620 UCC 9-620. Acceptance of collateral in full or partial satisfaction of obligation; compulsory disposition of collateral. (1) Except as otherwise provided in subsection (7) of this section, a secured party may accept collateral in full or partial satisfaction of the obligation it secures only if:
- (a) The debtor consents to the acceptance under subsection (3) of this section;
 - (b) The secured party does not receive, within the time set forth in subsection (4) of this section, a notification of objection to the proposal authenticated by:
 - (A) A person to which the secured party was required to send a proposal under ORS 79.0621; or
 - (B) Any other person, other than the debtor, holding an interest in the collateral subordinate to the security interest that is the subject of the proposal;
 - (c) If the collateral is consumer goods, the collateral is not in the possession of the debtor when the debtor consents to the acceptance; and
 - (d) Subsection (5) of this section does not require the secured party to dispose of the collateral or the debtor waives the requirement pursuant to ORS 79.0624.
- (2) A purported or apparent acceptance of collateral under this section is ineffective unless:
- (a) The secured party consents to the acceptance in an authenticated record or sends a proposal to the debtor; and
 - (b) The conditions of subsection (1) of this section are met.
- (3) For purposes of this section:
- (a) A debtor consents to an acceptance of collateral in partial satisfaction of the obligation it secures only if the debtor agrees to the terms of the acceptance in a record authenticated after default; and
 - (b) A debtor consents to an acceptance of collateral in full satisfaction of the obligation it secures only if the debtor agrees to the terms of the acceptance in a record authenticated after default or the secured party:
 - (A) Sends to the debtor after default a proposal that is unconditional or subject only to a condition that collateral not in the possession of the secured party be preserved or maintained;
 - (B) In the proposal, proposes to accept collateral in full satisfaction of the obligation it secures; and
 - (C) Does not receive a notification of objection authenticated by the debtor within 20 days after the proposal is sent.
 - (4) To be effective under subsection (1)(b) of this section, a notification of objection must be received by the secured party:
 - (a) In the case of a person to which the proposal was sent pursuant to ORS 79.0621, within 20 days after notification was sent to that person; and
 - (b) In other cases:
 - (A) Within 20 days after the last notification was sent pursuant to ORS 79.0621; or
 - (B) If a notification was not sent, before the debtor consents to the acceptance under subsection (3) of this section.
 - (5) A secured party that has taken possession of collateral shall dispose of the collateral pursuant to ORS 79.0610 within the time specified in subsection (6) of this section if:

(a) Sixty percent of the cash price has been paid in the case of a purchase-money security interest in consumer goods; or

(b) Sixty percent of the principal amount of the obligation secured has been paid in the case of a non-purchase-money security interest in consumer goods.

(6) To comply with subsection (5) of this section, the secured party shall dispose of the collateral:

(a) Within 180 days after taking possession; or

(b) Within any longer period to which the debtor and all secondary obligors have agreed in an agreement to that effect entered into and authenticated after default.

(7) In a consumer transaction, a secured party may not accept collateral in partial satisfaction of the obligation it secures. [2001 c.445 §118]

79.0621 UCC 9-621. Notification of proposal to accept collateral. (1) A secured party that desires to accept collateral in full or partial satisfaction of the obligation it secures shall send its proposal to:

(a) Any person from which the secured party has received, before the debtor consented to the acceptance, an authenticated notification of a claim of an interest in the collateral;

(b) Any other secured party or lienholder that, 10 days before the debtor consented to the acceptance, held a security interest in or other lien on the collateral perfected by the filing of a financing statement that:

(A) Identified the collateral;

(B) Was indexed under the debtor's name as of that date; and

(C) Was filed in the office or offices in which to file a financing statement against the debtor covering the collateral as of that date; and

(c) Any other secured party that, 10 days before the debtor consented to the acceptance, held a security interest in the collateral perfected by compliance with a statute, regulation or treaty described in ORS 79.0311 (1).

(2) A secured party that desires to accept collateral in partial satisfaction of the obligation it secures shall send its proposal to any secondary obligor in addition to the persons described in subsection (1) of this section. [2001 c.445 §119]

79.0622 UCC 9-622. Effect of acceptance of collateral. (1) A secured party's acceptance of collateral in full or partial satisfaction of the obligation it secures:

(a) Discharges the obligation to the extent consented to by the debtor;

(b) Transfers to the secured party all of a debtor's rights in the collateral;

(c) Discharges the security interest or agricultural lien that is the subject of the debtor's consent and any subordinate security interest or other subordinate lien; and

(d) Terminates any other subordinate interest.

(2) A subordinate interest is discharged or terminated under subsection (1) of this section, even if the secured party fails to comply with this chapter. [2001 c.445 §120]

79.0623 UCC 9-623. Right to redeem collateral. (1) A debtor, any secondary obligor or any other secured party or lienholder may redeem collateral.

(2) To redeem collateral, a person shall tender:

(a) Fulfillment of all obligations secured by the collateral; and

(b) The reasonable expenses and attorney fees described in ORS 79.0615 (1)(a).

(3) A redemption may occur at any time before a secured party:

(a) Has collected collateral under ORS 79.0607;

(b) Has disposed of collateral or entered into a contract for its disposition under ORS 79.0610; or

(c) Has accepted collateral in full or partial satisfaction of the obligation it secures under ORS 79.0622. [2001 c.445 §121]

79.0624 UCC 9-624. Waiver. (1) A debtor or secondary obligor may waive the right to notification of disposition of collateral under ORS 79.0611 only by an agreement to that effect entered into and authenticated after default.

(2) A debtor may waive the right to require disposition of collateral under ORS 79.0620 (5) only by an agreement to that effect entered into and authenticated after default.

(3) Except in a consumer-goods transaction, a debtor or secondary obligor may waive the right to redeem collateral under ORS 79.0623 only by an agreement to that effect entered into and authenticated after default. [2001 c.445 §122]

(Noncompliance With Chapter)

79.0625 UCC 9-625. Remedies for secured party's failure to comply with article. (1) If it is established that a secured party is not proceeding in accordance with this chapter, a court may order or restrain collection, enforcement or disposition of collateral on appropriate terms and conditions.

(2) Subject to subsections (3), (4) and (6) of this section, a person is liable for damages in the amount of any loss caused by a failure to comply with this chapter. Loss caused by a failure to comply may include loss resulting from the debtor's inability to obtain, or increased costs of, alternative financing.

(3) Except as otherwise provided in ORS 79.0628:

(a) A person that, at the time of the failure, was a debtor, was an obligor, or held a security interest in or other lien on the collateral may, in an individual action only, recover damages under subsection (2) of this section for its loss;

(b) If the collateral is consumer goods, a person that was a debtor or a secondary obligor at the time a secured party failed to comply with ORS 79.0601 to 79.0628 may, in an individual action only, recover an amount not less than \$1,000; and

(c) The court may award reasonable attorney fees to the prevailing party in an action under this subsection.

(4) A debtor whose deficiency is eliminated under ORS 79.0626 may recover damages for the loss of any surplus. However, a debtor or secondary obligor whose deficiency is eliminated or reduced under ORS 79.0626 may not otherwise recover under subsection (2) of this section for noncompliance with the provisions of ORS 79.0601 to 79.0628 relating to collection, enforcement, disposition or acceptance.

(5) Regarding a transaction that is a consumer transaction or in which the collateral is consumer goods, in addition to any damages recoverable under subsection (2) of this section, the debtor, consumer obligor, or person named as a debtor in a filed record, as applicable, may, in an individual action only, recover \$500 for each instance from a person that:

(a) Fails to comply with ORS 79.0208;

(b) Fails to comply with ORS 79.0209;

(c) After July 1, 2001, files a record that the person is not entitled to file under ORS 79.0509 (1) if the record is not released or terminated within 10 days after receipt by the secured party of an authenticated request from the debtor that explains the basis for the request;

(d) Fails to cause the secured party of record to file or send a termination statement as required by ORS 79.0513 (1) or (3); or

(e) Fails to comply with ORS 79.0616 (2) and whose failure is part of a pattern, or consistent with a practice, of noncompliance.

(6) A debtor or consumer obligor may recover damages under subsection (2) of this section and, in addition, \$500 in each case from a person that, without reasonable cause, fails to comply with a request under ORS 79.0210. A recipient of a request under ORS 79.0210 which never claimed an interest in the collateral or obligations that are the subject of a request under ORS 79.0210 has a reasonable excuse for failure to comply with the request within the meaning of this subsection.

(7) If a secured party fails to comply with a request regarding a list of collateral or a statement of account under ORS 79.0210, the secured party may claim a security interest only as shown in the list or statement included in the request as against a person that is reasonably misled by the failure. [2001 c.445 §123]

79.0626 UCC 9-626. Action in which deficiency or surplus is in issue. (1) In an action arising from a transaction, other than a consumer transaction, in which the amount of a deficiency or surplus is in issue, the following rules apply:

(a) A secured party need not prove compliance with the provisions of ORS 79.0601 to 79.0628 relating to collection, enforcement, disposition, or acceptance unless the debtor or a secondary obligor places the secured party's compliance in issue.

(b) If the secured party's compliance is placed in issue, the secured party has the burden of establishing that the collection, enforcement, disposition or acceptance was conducted in accordance with ORS 79.0601 to 79.0628.

(c) Except as otherwise provided in ORS 79.0628, if a secured party fails to prove that the collection, enforcement, disposition or acceptance was conducted in accordance with the provisions of ORS 79.0601 to 79.0628 relating to collection, enforcement, disposition or acceptance, the liability of a debtor or a secondary obligor for a deficiency is limited to an amount by which the sum of the secured obligation, expenses and attorney fees exceeds the greater of:

(A) The proceeds of the collection, enforcement, disposition or acceptance; or

(B) The amount of proceeds that would have been realized had the noncomplying secured party proceeded in accordance with the provisions of ORS 79.0601 to 79.0628 relating to collection, enforcement, disposition or acceptance.

(d) For purposes of paragraph (c)(B) of this subsection, the amount of proceeds that would have been realized is equal to the sum of the secured obligation, expenses and attorney fees unless the secured party proves that the amount is less than that sum.

(e) If a deficiency or surplus is calculated under ORS 79.0615 (6), the debtor or obligor has the burden of establishing that the amount of proceeds of the disposition is significantly below the range of prices that a complying disposition to a person other than the secured party, a person related to the secured party, or a secondary obligor would have brought.

(2) The limitation of the rules in subsection (1) of this section to transactions other than consumer transactions is intended to leave to the court the determination of the proper rules in consumer transactions. The court may not infer from that limitation the nature of the proper rule in consumer transactions and may continue to apply established approaches. [2001 c.445 §124]

79.0627 UCC 9-627. Determination of whether conduct was commercially reasonable. (1) The fact that a greater amount could have been obtained by a collection, enforcement, disposition or acceptance at a different time or in a different method from that selected by the secured party is not of itself sufficient to preclude the secured party from establishing that the collection, enforcement, disposition or acceptance was made in a commercially reasonable manner.

(2) A disposition of collateral is made in a commercially reasonable manner if the disposition is made:

(a) In the usual manner on any recognized market;

(b) At the price current in any recognized market at the time of the disposition; or
(c) Otherwise in conformity with reasonable commercial practices among dealers in the type of property that was the subject of the disposition.

(3) A collection, enforcement, disposition or acceptance is commercially reasonable if it has been approved:

- (a) In a judicial proceeding;
- (b) By a bona fide creditors' committee;
- (c) By a representative of creditors; or
- (d) By an assignee for the benefit of creditors.

(4) Approval under subsection (3) of this section need not be obtained, and lack of approval does not mean that the collection, enforcement, disposition or acceptance is not commercially reasonable. [2001 c.445 §125]

79.0628 UCC 9-628. Nonliability and limitation on liability of secured party; liability of secondary obligor. (1) Unless a secured party knows that a person is a debtor or obligor, knows the identity of the person and knows how to communicate with the person:

- (a) The secured party is not liable to the person, or to a secured party or lienholder that has filed a financing statement against the person, for failure to comply with this chapter; and
- (b) The secured party's failure to comply with this chapter does not affect the liability of the person for a deficiency.

(2) A secured party is not liable because of its status as secured party:

(a) To a person that is a debtor or obligor, unless the secured party knows:

- (A) That the person is a debtor or obligor;
- (B) The identity of the person; and
- (C) How to communicate with the person; or

(b) To a secured party or lienholder that has filed a financing statement against a person, unless the secured party knows:

- (A) That the person is a debtor; and
- (B) The identity of the person.

(3) A secured party is not liable to any person, and a person's liability for a deficiency is not affected, because of any act or omission arising out of the secured party's reasonable belief that a transaction is not a consumer-goods transaction or a consumer transaction or that goods are not consumer goods, if the secured party's belief is based on its reasonable reliance on:

- (a) A debtor's representation concerning the purpose for which collateral was to be used, acquired or held; or
- (b) An obligor's representation concerning the purpose for which a secured obligation was incurred.

(4) A secured party is not liable to any person under ORS 79.0625 (3)(b) for its failure to comply with ORS 79.0616.

(5) A secured party is not liable under ORS 79.0625 (3)(b) more than once with respect to any one secured obligation. [2001 c.445 §126]



Abandonment Certification for Manufactured Structures

HOME INFORMATION			
Home ID number (if known):		DMV X-plate number (if known):	
CERTIFICATION STATEMENT			
<p>This certification is for use in support of an ownership application to transfer the ownership of a manufactured structure when that transfer results from the abandonment of a manufactured structure under Oregon law. This form must be given to the purchaser and submitted with the application for an ownership document.</p> <p>I certify that all of the following are true:</p> <ul style="list-style-type: none">• The manufactured structure described herein, was “abandoned” as defined in ORS 90.425 or 90.675.• I stored, sold, or otherwise disposed of the manufactured structure in accordance with the provisions of ORS 90.425 or 90.675.• I complied with all applicable statutory requirements, including notification of all security interest holders as listed on the certificate of title or ownership document, in accordance with 90.425 or 90.675.			
MANUFACTURED STRUCTURE INFORMATION			
Manufacturer	Year	Serial number	HUD label numbers
<p>I further certify:</p> <ul style="list-style-type: none">• The manufactured structure was sold at a private or public auction to: <p>_____ (Date)</p> <p>_____ (Buyer’s printed name)</p> <p>OR</p> <ul style="list-style-type: none">• I, or the firm I represent, have determined from county records that the current tax-assessed value of the manufactured structure is \$8,000 or less, so that the cost of storage and conducting a public sale would likely exceed the amount that would be realized from the sale.• The manufactured structure has been disposed of or given without consideration to the following nonprofit organization or person unrelated to me. <p>_____ (Date of disposal)</p> <p>_____ (Recipient of manufactured structure)</p>			
LANDLORD INFORMATION AND SIGNATURE			
<p>I further certify that all information entered above is true and accurate and that I am making this certification in support of an application for ownership.</p>			
Printed name of landlord		Phone	
Address	City	State	ZIP
Signature of landlord		Date	



Manufactured Structure Certificate of Repossession

For manufactured structures repossessed under Oregon law

HOME INFORMATION

Home ID number (if known):

DMV X-plate number (if known):

Serial number:

SECURITY INTEREST HOLDER INFORMATION

Name:

Address (street or P.O. box):

City:

State:

ZIP:

Date of security agreement:

DEFAULTING PARTY INFORMATION

I certify that I (or the company I represent) have a security agreement for the above described manufactured home with (list all debtors on the security agreement):

Name:

Address (street or P.O. box):

City:

State:

ZIP:

Name:

Address (street or P.O. box):

City:

State:

ZIP:

Name:

Address (street or P.O. box):

City:

State:

ZIP:

REPOSSESSION AND SALE INFORMATION

As a result of this repossession, the unit has been (check applicable box below):

- Sold/assigned to: _____
- Retained by the security-interest holder. (If subsequently sold, complete a Notice of Sale/Change of Ownership form with the new owner information.)

CERTIFICATION

I certify that the debtor(s) defaulted in the security agreement, and the manufactured structure has been lawfully repossessed without judicial process or I am authorized to dispose of the manufactured structure in accordance with ORS 79.0601 through ORS 79.0628. I further certify that the information entered above is true and accurate and that I am making this certification in support of an application for ownership.

Signature of lien claimant: _____ Date: _____

446.636 Manufactured structure trip permits. (1) For a new manufactured structure, the manufactured structure dealer must obtain the trip permit on behalf of the owner. If the dealer fails to obtain the trip permit prior to the scheduled moving date, the vehicle transporter must obtain the trip permit on behalf of the owner.

(2) For a used manufactured structure, the owner must obtain a trip permit from the county assessor for the county in which the manufactured structure is sited.

(3) Notwithstanding subsections (1) and (2) of this subsection, if a dealer or vehicle transporter refuses to obtain a trip permit as required by subsection (1) of this section, or if a county assessor refuses to issue a trip permit to an owner who has complied with ORS 446.631, the owner may apply directly to the Department of Consumer and Business Services for a trip permit.

(4) The department may issue trip permits in bulk to a manufactured structure dealer or vehicle transporter. [2003 c.655 §22a]

Note: See note under 446.561.

LOIS Modification/Enhancements 2007-2008

County Home Change Report LOS8004 lists all owners rather than just the first owner.

When trustee is chosen as an owner type, LOIS auto fills the suffix box with the abbreviation "TRE"

Exempt home are out of BCD jurisdiction, and the information may not be current on LOIS. Notice placed on web site: **For EXEMPT homes, contact the county where the homes is sited for current information.**

Landfill has been added as a siting type

Business Transaction History has been "flipped" so the latest transaction is listed first.

The list of documents, on the Document Tab, have been "flipped" so the latest document shows first.

The update button on the new site tab has been removed.

On the permit completion tab, the system will automatically fill in the section delivery date to the same date as the section removal date. If the dates are different, be sure to manually change.

The second address line on the current site has been eliminated.

The supplemental tab now contains two sub tabs, **Required** and **Optional** information. In compliance with House Bill 440 the required information tab must be completed to issue an ownership document.

The "right of survivorship" box has been added to the owner tab. While processing ownership changes, please make sure this box is checked, or unchecked, as instructed by the owners on the Notice of Sale/Change of Ownership form.

Six Manufactured Structure forms have been updated:

A supplemental tab has been added to the LENDER'S user screen to comply with House Bill 440.

The City has been added after name of Park in LOIS.

Two letters, LOS8039 HOMES WITH PENDING SITE AND NO TRIP PERMIT and LOS8061 EXEMPT PAST DUE LETTER have been added under the Report tab for County use.

A message has been added to the payment tab reminding the user to update the Supplemental Information.

Six Manufactured Structure forms have been updated:

Notice of sale #2952

13-14 Sales information has been added

20-23. Buyer's Information has been changed to Buyer(s) New Owner(s) Information

27. Buyer/new owner acknowledgement of sale/change of ownership

28. Seller/current owner acknowledgement of sale/change of ownership now has three spaces for seller/current owner and one for Security holder's name. Verbiage has been changed to read: I acknowledge this sale/change of ownership but do not release my interest in the structure
These changes were made to accommodate both a sale and a change in ownership without a sale.
Example: adding or removing a current owner.

Manufactured Structure Security Interest Change #2948

Owner(s) Acknowledgement has been added at the request of several LOIS Users.

Bill of Sale #3925

New inclusions: Date of Purchase, Purchase Price and a box for Includes Land. Pre-fill Bill of Sale now updated and located in LOIS under Documents

Abandonment Certification for Manufactured Structures #2951

Verbiage has been changed to make the form easily understood.

The form name has been changed from Certification of Possessory Lien Foreclosure

Manufactured structure abandoned by tenant to: Abandonment Certification for Manufactured Structures

Certification Statement has had the verbiage modified.

Lien Claimant Information and Signature and been changed to: Landlord information and signature.

Manufactured Structure Supplemental Information #1066

Required Home Information has been added. This information must be filled out and processed into LOIS to generate an ownership document. Please process this information on all homes, whether active or pending county exemption. Pre-filled form now located in LOIS under Documents.

Manufactured Structure Multipurpose Change Application #2972

This form is now in LOIS under Documents as a pre-fill form.

Reminders

You can copy and paste in LOIS by: Highlighting and use "Ctrl C" and "Ctrl V".

Use the % key as a wild card when searching. This will bring up similar entries instead of requiring an exact match.

When adding a purged home onto LOIS, do not add a flooring lender. Only the manufacturer or dealer enters flooring lenders into the system.

A dummy permit is no longer needed to build a home into the system that has already been sited. Simply input a delivery date into the delivery date field at the bottom of the new site tab. This will process as a current site.

Pending County Exemption status is only used when a home will be Exempt, County.