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STATE OF OREGON
Corporation Division - UCC
Public Service Building
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THIS SPACE FOR OFFICE USE ONLY

16427

Vol. mgle Page 10447

UCC-1

STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic or other reproduction of this form, financing statement or security agreement may be filed as a financing statement under ORS Chapter 79.

A. DEBTOR NAME(S) (if individual list last name first)

1. Daniel N. Martin
2. Jackie L. Martin
3. _____

DEBTOR MAILING ADDRESS:

1802 A Kimberley Ave.
Klamath Falls, OR 97603

F. LIST THE TYPES (OR ITEMS) OF
COLLATERAL (ORS 79.4020).

Use a separate sheet of paper if necessary.
☐ PRODUCTS of collateral are also covered.

See attached
exhibit

B. SECURED PARTY(IES) NAME AND ADDRESS

Bismark Mortgage Company
1870 U.S. Bank Centre
1420 5th Avenue
Seattle, WA 98101

Contact Name: David M. S. Phone No.: 1-800-350-7199

C. ASSIGNEE(S) NAME AND ADDRESS (if any)

Contact Name: _____ Phone No.: _____

D. DEBTOR SIGNATURE(S) REQUIRED:

By: Daniel N. Martin By: _____
By: Jackie L. Martin By: _____

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. Secured Party must sign, when Debtor signature(s) is not required. See instructions for further information.

- ☐ Collateral already subject to a security interest in another jurisdiction.
☐ Which is proceeds of the described original collateral which was perfected.
☐ Collateral as to which the filing has lapsed.
☐ Collateral acquired after a change of name, identity or corporate structure of debtor.

By: _____

Secured Party signature _____

Secured Party signature _____

RETURN COPY TO: (name and address). Please do not type or print outside of bracketed area. OR, FAX COPY TO: (name and fax number).

Bismark Mortgage Company
1870 U.S. Bank Centre
1420 5th Avenue
Seattle, WA 98101

Name: BISMARK MTG. CO

Fax Number: (206) 623-7449

Seattle Washington, Thursday, April 11, 1996

Loan #960348

Financing Statement

(After filing please return to Secured Party below)

Secured Party:

Blismark Mortgage Company
1420 5th Ave., Suite #1870
Seattle, WA 98101-2333

Debtor(s)

Dan Martin Construction
Daniel N. Martin
Jackie L. Martin
1802 A Kimberly Drive
Klamath Falls, OR 97603

1. To secure the repayment of the sum of **\$50,000.00** and all other Obligations of the Debtor as described in that certain Promissory Note and Construction Loan Agreement of even date, Debtor hereby grants, conveys, assigns and transfers a security interest in the following described personal property which is located on or about or used in connection with the real property described below:
2. All heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, storage, waste disposal, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus.
3. All engines, motors, conduits, pipes, pumps, tanks, ducts and compressors.
4. All partitions, mantels, mirrors, window shades, curtains, draperies, blinds, screens, awnings, storm doors, windows and sash, carpeting, underpadding, floor covering, and paneling.
5. All furnishings of public spaces, halls and lobbies.
6. All trees, shrubbery, plants, sod, rockeries and other landscaping or area enhancing devices.
7. All of the rents, revenues, issues, profits and income of the real property described below and all present and future leases and other agreements for the occupancy or use of all or any portion of the real property described below, whether as lessee or lessor, including without limitation all cash or security deposits, advance rentals and deposits or payment of a similar nature, and all guarantees of tenants' or occupants' performance under such leases and agreements.
8. All tangible personal property used or adapted for use in connection with the ownership, development, operation or maintenance of the real property described below whether such items are leased, owned or subject to any title-retaining or security instrument.
9. All intangible personal property used in connection with the ownership, development, operation or maintenance of the real property described below, and personal property thereon or about, including without limitation all licenses, franchises, permits, site plans, plats, architectural plans, specifications, work drawings, surveys, engineering reports, test borings, market surveys, and other work products relating to the real property described below, the exclusive right to use of any trade names, all contractual rights (including without limitation architectural, engineering, consulting, and management contracts), all accounts receivable, escrow accounts, insurance policies, deposits, instruments, documents of title and business records.
10. All materials, supplies, and other goods wherever located, whether in possession of Borrower, warehouseman, bailee, or any other person, purchased for use in the construction of or furnishing of any improvements to the real property described below together with all documents and contract rights relating thereto and all proceeds thereof.
11. Any construction contract relating to the real property described below, together with all performance, payment, completion or other surety bonds now, or hereafter issued by any surety in connection with or related to said construction contract, insofar as the same may be transferable by borrower without breach of any such bond.
12. All proceeds from the lease or sale of any of the foregoing.
13. If the secured property is sold pursuant to applicable law, or if Secured Party otherwise acquires title to the property, Secured Party shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the property prior to such sale or acquisition.
14. N/A.

Initials:

Description(s) of Real Property and signature(s) continued next page.

1. Lot 6 Block 1 of Tract No. 1158, Third Addition to East Hills Estates, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; commonly known as 1835 Ridge Road (new construction), Klamath Falls, OR 97603

Daniel N. Martin
Daniel N. Martin

4/11/96
Date

Date

Jackie L. Martin
Jackie L. Martin

4/11/96
Date

Date

Dan Martin Construction

Daniel N. Martin
Daniel N. Martin
Authorized Agent

4/11/96
Date

Release of Financing Statement (after debt is paid in full)

Termination Statement: The undersigned Secured Party certifies that it no longer claims a security interest under the financing statement bearing the file number shown above. NO FEE REQUIRED FOR TERMINATION. The acknowledgment of this termination will be returned to the name and address set out above under the heading "Debtor(s)".

Bismark Mortgage Company

by: _____

Date

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 15th day
of April A.D., 19 96 at 1:29 o'clock P M., and duly recorded in Vol. M96,
of Mortgages on Page 10447.

Bernetha G. Letsch, County Clerk

FEE \$20.00

By [Signature]