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STATE OF OREGON
 Corporation Division - UCC
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23274

Vol. 1996 Page 25214

UCC-1 STATE FINANCING STATEMENT STANDARD FORM

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

This Financing Statement is prepared in accordance with the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing. Unless extended for another period 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. Nunes, Randall L.
2. Nunes, Debbie J.
3. _____

DEBTOR MAILING ADDRESS:

c/o Cascade Automotive, Inc.
 2128 Washburn Way
 Klamath Falls, OR 97601

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 Exhibit B attached hereto and incorporated herein by this reference.

Some or all of the property described on Exhibit B is or may become fixture on the real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. SECURED PARTY(IES) NAME AND ADDRESS

SunTrust Bank, Atlanta
 P. O. Box 4418
 Atlanta, GA 30302

To be filed in Klamath County, Oregon.

Contact Name: Mr. Greg Bell Phone No.: (404) 588-7590

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

Contact Name _____ Phone No.: _____

D. DEBTOR SIGNATURE(S) REQUIRED:

By: Randall L. Nunes By: Debbie J. Nunes
 By: Randall L. Nunes By: Debbie J. Nunes

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).

King & Spalding
 191 Peachtree Street
 Atlanta, GA 30303

Attn: Pamela A. Allen

Name: _____

Fax Number: _____

FILING OFFICER

25215

EXHIBIT A
to UCC-1 Financing Statement

DEBTOR: RANDALL L. NUNES
 DEBBIE J. NUNES

SECURED PARTY: SUNTRUST BANK, ATLANTA

Parcel 2 of Partition #68-92, located in Lots 1 and 2, Block 2, Tract 1080 - Washburn Park, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, filed June 23, 1993.

EXHIBIT B
to UCC-1 Financing Statement

DEBTOR: RANDALL L. NUNES
 DEBBIE J. NUNES

SECURED PARTY: SUNTRUST BANK, ATLANTA

The types or items of property covered by this financing statement include all of the Debtor's right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to the following property with the rights, and appurtenances thereof (collectively, the "Property"):

1. That certain real property described in Exhibit A attached hereto and by this reference incorporated as an integral part hereof ("Land").
2. All the buildings, structures, and improvements now or hereafter placed on the Land ("Improvements").
3. All of the fixtures, systems, machinery, apparatus, equipment and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions or replacements thereof now owned or hereafter acquired by Debtor and now or hereafter attached or affixed to, or constituting a part of, the Land and Improvements or any portion thereof (collectively the "Fixtures"), including, but without limiting the generality of the foregoing, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air conditioning and air-cooling fixtures, systems, machinery, apparatus and equipment, refrigerating, incinerating and power fixtures, systems, machinery, apparatus and equipment, loading and unloading fixtures, systems, machinery, apparatus and equipment, escalators, elevators, boilers, communication systems, switchboards, sprinkler systems and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, wiring, pipes, pumps, tanks, conduits, ducts, and cash registers constituting a part of any of the foregoing, including all interest of Debtor in any such items now or hereafter at any time acquired under lease, conditional sale contract, chattel mortgage or other title-retaining or security instrument, all of which property mentioned in this paragraph, whether or not subject to any other security interest, shall be deemed part of the Land and not severable wholly or in part without material injury to the Land, it being understood and agreed that all of the Fixtures are appropriated to the use of the Land and Improvements and shall be deemed conclusively to be Land and Improvements and mortgaged hereby.
4. Easements and Rights. All easements and rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, the

land lying in the bed of any street (whether opened or proposed, in front of or adjoining the Land), and all appurtenances, privileges, tenements, hereditaments and rights whatsoever in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate, or be appurtenant thereto.

5. All awards or payments to Debtor, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (a) the exercise of the right of eminent domain or the threat thereof, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Property.
6. All right, title, and interest of the Debtor in and to any and all leases, including, but not limited to, that certain lease between Debtor, as Lessor, and Cascade Automotive, Inc., an Oregon corporation, which will be subordinate to the rights of Grantee, and rights of use and occupancy, with amendments, if any, and extensions, renewals and guarantees of the tenants' obligations thereunder, now or hereafter on or affecting all or any part of the Property, whether or not recorded and all monies payable thereunder, and all books and records which contain records of payments made under the leases and all security therefor.
7. All rents, issues, income, profits, security deposits and other benefits to which the Debtor may now or hereafter be entitled from the Property and/or the business operations conducted at or from the Property.
8. All proceeds of and any unearned premiums on any insurance policies covering all or any part of the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property, and all business interruption insurance in connection with the business operations conducted at or from the Property.
9. All warranties of title and against encumbrances given by Debtor's predecessors in interest and Debtor's rights under any policy insuring Debtor's title to the Property.
10. The right, but not the obligation, in the name and on behalf of the Debtor, to appear in and defend any action or proceeding brought with respect to the Property purporting to affect the rights and powers of the Secured Party, and to commence any action or proceeding to protect the interest of the Secured Party in the Property.
11. All present and future rights to the use of any trade name by which all or any portion of the Property and the Improvements are known; any books and records relating to the use and operation of all or any portion of the Property; all right, title

and interest of Debtor in, to and under all present and future plans, specifications and contracts relating to the design, construction, management or inspection of any Improvements; and all rights, titles, and interests of Debtor in and to all present and future licenses, permits, approvals and agreements with or from an municipal corporation, county, state or other governmental or quasi-governmental entity or agency relating to the development, improvement, division or use of all or any portion of the Property to the extent such trade names, licenses, permits, approvals and agreements are assignable by law; Debtor's rights under any payment, performance, or other bond in connection with construction of any Improvements, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of improvements on the Property.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 15th day
of August A.D., 19 96 at 3:30 o'clock PM., and duly recorded in Vol. M96,
of Mortgages on Page 25214.

Bernetha G Letsch, County Clerk

FEE \$25.00

By Cheryl Sussan