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STATE OF OREGON
Corporation Division - UCC
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1165

THIS SPACE FOR OFFICE USE ONLY

BMC Loan #971949

Daniel N. Martin

MTC 42715-1W

Vol. 1997 Page 33807

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 office 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 an additional period as provided for by ORS Chapter 73. 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. Dan Martin Construction

2. Daniel N. Martin

3. Jackie L. Martin

DEBTOR MAILING ADDRESS:

1835 Ridge Road

Klamath Falls, OR 97603

B. SECURED PARTY(IES) NAME AND ADDRESS

Bismark Mortgage Company

1420 5th Avenue, Suite 2670

Seattle, WA 98101-2333

Contact Name: Funding Dept.- Alysha or Douglas Phone No.: 8003507199

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

Contact Name: Phone No.:

D. DEBTOR SIGNATURE(S) REQUIRED:

By: Daniel N. Martin

By: Jackie L. Martin

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). If 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

Department #971949

1420 5th Avenue, Suite 2670

Seattle, WA 98101-2333

Name: Funding Dept.- Alysha or Douglas

Fax Number: (206) 623 7193

Seattle Washington, Monday, October 13, 1997

Loan #971949

Financing Statement (UCC)

Exhibit 'A'

(After filing please return to Secured Party below)

Secured Party:

Bismark Mortgage Company
1420 5th Avenue, Suite 2670
Seattle, WA 98101-2333

Debtor(s)

Dan Martin Construction
Daniel N. Martin
Jackie L. Martin
1835 Ridge Road
Klamath Falls, OR 97603

1. To secure the repayment of the sum of \$98,000.00 and all other Obligations of the Debtor as described in that certain Promissory Note and other written agreement(s), if any, 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 bond's 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.

Initials: DM JLM

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

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.

1. Lot 19 in Block 19 of NINTH ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, State of Oregon; commonly known as 6406 Harlan Drive, Klamath Falls, OR 97603

Daniel N. Martin
Daniel N. Martin

10/14/97
Date

Date

Jackie L. Martin
Jackie L. Martin

10/14/97
Date

Date

Dan Martin Construction

Daniel N. Martin
Daniel N. Martin

10/14/97
Date

Authorized Agent

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 Amerititle
of October A.D., 19 97 at 3:24 o'clock P.M., and duly recorded in Vol. M97
of Mortgages on Page 33807

FEE \$15.00

By Bernetha G. Letsch, County Clerk
K. Salen Ross