

This space reserved for County Filing Officer use only

Vol. MOO Page

34315

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - **Form UCC-1A**

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.

1A. Debtor Name(s): Robert Davila & Los Chiles Taqueria	2A. Secured Party Name(s): Thomas E. Stephens	4A. Assignee of Secured Party (if any): Thomas E. Stephens Estate
1B. Debtor Mailing Address(es): 30771 Highway 97 Chiloquin Or 97624	2B. Address of Secured Party from which security information is obtainable: P.O. Box 1251 Chiloquin Or 97624	4B. Address of Assignee: P.O. Box 1251 Chiloquin Or 97624

3. This financing statement covers the following types (or items) of property (check if applicable):

- ☐ The goods are to become fixtures on: _____ ☐ The above timber is standing on: _____
- ☐ The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on: (describe real estate)

Personal loan to Named Debtor in the amount of Six Thousand Dollars (\$6,000)
See attached note

and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is:

- ☐ Check box if products of collateral are also covered Number of attached additional sheets: _____

A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79.

By: Robert Davila T.E. Stephens

Signature(s) of the Debtor required in most cases. Signature(s) of Secured Party in cases covered by ORS 79.4020

INSTRUCTIONS

1. PLEASE TYPE THIS FORM.

2. If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.

3. This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. This form cannot be filed with the Secretary of State. Send the Original to the county filing officer.

4. After the recording process is completed the county filing officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.

5. The RECORDING FEE must accompany the document. The fee is \$5 per page.

6. Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording Party contact name: Thomas E. StephensRecording Party telephone number: 1-541-783-2070

Return to: (name and address)

Thomas E. Stephens
P.O. Box 1251
45045 Larkin Creek Rd
Chiloquin Or 97624

Please do not type outside of bracketed area.

TERMINATION STATEMENT

This statement of termination of financing is presented for filing pursuant to the Uniform Commercial code. The Secured Party no longer claims a security interest in the the financing statement bearing the recording number shown above.

By: _____
Signature of Secured Party(ies) or Assignee(s)

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

A293-10
R293-04

PROMISSORY NOTE

\$ 6,000.00

Dated: 8-1-2000

(year)

Principal Amount Six Thousand Dollars State of OREGON

Robert Devila and Les Chiles

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Thomas E Stephens or his heirs

Six Thousand Dollars the sum of Dollars (\$ 6,000.00), together with interest thereon at the rate of 8 % per annum on the unpaid balance. Said sum shall be paid in the manner following:

STARTING ON THE FIFTEENTH (15) OF AUGUST 2000 & EVERY MONTH THEREAFTER UNTIL PAID, I Robert Devila and Les Chiles Agree to Pay the sum of Five Hundred & Twenty one Dollars and Ninety Three Cents (\$521.93) which includes the interest Payment

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within Thirty (30) days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of 2 % % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

Signed in the presence of:

Althia Butts/Stephens

Witness

Peggy Idonas

Witness



OFFICIAL SEAL
PEGGY IDONAS
NOTARY PUBLIC - OREGON
COMMISSION NO. 316975
MY COMMISSION EXPIRES DEC. 18, 2002

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness

Witness

Borrower

Borrower

Guarantor

Guarantor



ABAA

State of Oregon, County of Klamath
Recorded 09/20/00, at 10:40 a.m.
In Vol. M00 Page 34315
Linda Smith,
County Clerk Fee \$ 26.00