

BMC Loan #210000  
Jeannette M. Sandeck

K56438

2001 FEB 16 PM 2:55

Vol M01 Page 6435

This space reserved for County Filing Officer use only

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

1A. Debtor Name(s): Jeannette M. Sandeck	2A. Secured Party Name(s): Bismark Mortgage Company, LLC	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es):  52344 Ponderosa Way LaPine, OR 97739	2B. Address of Secured Party from which security information is obtainable:  2835 82nd Ave. SE Mercer Island, WA 98040-3055 Funding Dept.- Alysha or Douglas 800350 7199	4B. Address of Assignee:

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

- ☒ The goods are to become fixtures on: See Attached Exhibit 'A' ☐ 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)

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 coveredNumber of attached additional sheets: 2

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

By: Jeannette M. Sandeck

Signature(s) of the Debtor required in most cases.

Signature(s) of Secured Party in cases covered by ORS 79.4020

## INSTRUCTIONS

- PLEASE TYPE THIS FORM.
- 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.
- 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.
- 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.
- The RECORDING FEE must accompany the document. The fee is \$5 per page.
- 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: Funding Dept.- Alysha or Douglas

(206) 275 1177 (office)

Recording Party telephone number: (206) 275 2277 (fax)

Return to: (name and address)

Bismark Mortgage Company, LLC  
Department #210000  
2835 82nd Ave. SE  
Mercer Island, WA 98040-3055

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)

OC  
K41

306821-08

Seattle Washington, Tuesday, January 30, 2001

Loan #210000

**FINANCING STATEMENT (UCC)****Exhibit 'A'**

(After filing please return to Secured Party below)

Secured Party:

**Bismark Mortgage Company, LLC**  
**2835 82nd Ave. SE**  
**Mercer Island, WA 98040-3055**

Debtor(s)

**Jeannette M. Sandeckl**  
**52344 Ponderosa Way**  
**LaPine, OR 97739**

Lots 3 and 4 in Block 1, Tract 1056, Wagon Trail Acreages No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

1. To secure the repayment of the sum of **\$115,000.00** 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 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.

Initials: SS


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. Lots 3 and 4 in Block 1, Tract 1056, Wagon Trail Acreages No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. All situate in the County of Klamath, State of Oregon; commonly known as 153650 Wagon Trail Road (new home under construction), La Pine, OR 97739

 2-1-2001

Jeannette M. Sandeck

Date

Date

Date

Date

Earl Harder Construction

Date

Earl Harder

Date

Authorized Agent

Earl Harder

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, LLC**

by:

Date

Seattle Washington, Tuesday, January 30, 2001

Loan #210000

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(After filing please return to Secured Party below)

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**52344 Ponderosa Way**  
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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.
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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.

Initials: JS B-M

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.

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Jeannette M. Sandeck 2-1-2001  
 Jeannette M. Sandeck Date

\_\_\_\_\_  
 Date

Earl Harder Construction

Earl Harder 2-1-2001  
 Earl Harder Date  
 Authorized Agent

\_\_\_\_\_  
 Date

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Bismark Mortgage Company, LLC

by: \_\_\_\_\_  
 Date

State of Oregon, County of Klamath  
 Recorded 02/16/01, at 2:55 p.m.  
 In Vol. M01 Page 6435  
 Linda Smith,  
 County Clerk Fee \$ 41.00