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K-40569

STATE OF OREGON

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Vol M88 Page 9737

INSTRUCTIONS:

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—REAL PROPERTY—FORM UCC-1A

1. PLEASE TYPE THIS FORM.
2. Enclose fee of \$3.75 per name listed plus \$2.00 per trade name.
3. Send the Alphabetical, Numerical and Acknowledgment copies with interleaved carbon paper intact to the filing officer. The Debtor(s) and Secured Party(ies) copies are retained by party making the filing.
4. If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, size 5" x 8". Only one copy of such additional sheets need be presented to the filing officer. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. **DO NOT STAPLE OR TAPE ANYTHING TO LONG SCHEDULES OF THIS FORM.**
5. The Form UCC-1A should be filed with the county filing officers who record real estate mortgages.
6. At the time of original filing, filing officer will return acknowledgment copy to the assignee if noted on form or secured party.
7. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed UCC-21 form.
8. When filing is to be terminated the acknowledgment copy may be sent to the filing officer signed by the secured party or assignee or he may use Form UCC-3 or UCC-3A as a Termination Statement.

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

1A. Debtor(s):

Lepercq Corporate Income Fund II L.P.
a Delaware limited partnership

1B. Mailing Address(es):

c/o Lepercq Capital Partners
345 Park Avenue
New York, New York 10154

2A. Secured Party(ies):

Principal Mutual Life
Insurance Company

2B. Address of Secured Party from which security information obtainable:

711 High Street
Des Moines, Iowa 50309

Filing Officer Use Only

M88 page 9737

3. This financing statement covers the following types (or items) of property:
(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 _____) (Strike what is inapplicable) (Describe real estate)

All that certain collateral described in Schedule A
attached hereto and made a part hereof

And the financing statement is to be filed in the real estate records. If the debtor does not have an interest of records, the name of record owner is:

Check box if products of collateral are also covered ☒

No. of additional sheets attached ☐

4A. Assignee of Secured Party(ies) if any:

4B. Address of Assignee from which security information obtainable:

File with:



COUNTY REAL ESTATE FILING OFFICER Klamath COUNTY

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

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

By: See attached Schedule B

Signature(s) of Debtor(s)
Signature of Secured Party(ies) or Assignee(s)

FILING OFFICER—ALPHABETICAL

This form of Financing Statement approved by Secretary of State.

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

STANDARD FORM—UNIFORM COMMERCIAL CODE

9/1/81

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

A parcel of land located in the Southwest one-quarter of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of Section 34 and running North 00°28'30" West 168.83 feet; thence North 89°31'30" East 55.00 feet to a point on the Easterly right-of-way line of Washburn Way and the Point of Beginning; running thence, along said right-of-way line, North 00°28'30" West 944.12 feet; thence leaving said right-of-way, North 89°31'53" East 588.13 feet; thence South 00°28'07" East 1101.80 feet to the Northerly right-of-way line of Shasta Way; thence along said right-of-way South 89°52'25" West 77.96 feet; thence North 87°15'50" West 300.37 feet; thence South 89°52'25" West 7.13 feet; thence leaving said right-of-way, North 00°28'07" West 159.15 feet; thence South 89°31'53" West 172.03 feet; thence 38.10 feet along a 35.00 foot radius curve left, the long chord of which bears South 58°20'54" West 36.24 feet to the Point of Beginning.

Return to

Csaplar & Bok
655 Montgomery Street Suite 1000
San Francisco, CA 94111
Attention: Chester Seabury, Esq.

SCHEDULE A

Owner	- Debtor
Beneficiary	- Secured Party
Trustee	- First American Title Insurance Company
Deed of Trust	- the Deed of Trust Security Agreement and Fixture Filing, dated as of May 17, 1988 from Owner, as grantor, to Trustee and to Beneficiary, as beneficiary
Land	- that certain parcel of land described in Exhibit A hereto
Improvements	- as defined in the Deed of Trust
Trust Estate	- as defined in the Deed of Trust
Property	- as defined in the Deed of Trust
Note	- as defined in the Deed of Trust
Subleases	- as defined in the Deed of Trust

1. The entire right, title and interest of Owner in and to the parcel of land located in Klamath County, Oregon, more particularly described in Exhibit A hereto (the Land), together with any and all right, title and interest of Owner in and to:

(a) all buildings, structures and other improvements now standing or at any time hereafter constructed or placed on the Land, including without limitation, all building equipment, machinery, personal property and fixtures of every kind and nature on the Land or in any such building, structure or other improvements (the Improvements);

(b) all and singular the tenements, hereditaments, easements, rights of way, rights privileges and appurtenances in and to the Land and the Improvements, belonging or in any way appertaining thereto;

(c) all claims or demand of Owner, in law or in equity, in possession or expectancy of, in and to the Land and the Improvements;

(d) all machinery apparatus, equipment fittings and fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures, and articles of personal property of

every kind and nature whatsoever, now or hereafter located in, upon or under the Land or the Improvements or any part thereof and used or useable in connection with any present or future operation of the Property, including, but not limiting the generality of the foregoing, all heating, air conditioning, sprinkler, lighting, incinerating and generating equipment, pumps, tanks, motors, switchboards, plumbing and plumbing fixtures, fire extinguishing, refrigerating, ventilating and communications apparatus, appliances, elevators, escalators, shades, awnings, screens, gas and electric fixtures, attached cabinets, partitions, rugs and carpets, draperies, furniture and furnishings, together with all additions thereto and replacements thereof, but specifically excluding all personal property and trade fixtures owned or leased (from a person other than Owner) by Lessee or a person other than Owner (Owner hereby agreeing with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Beneficiary to confirm the grant, transfer, assignment and conveyance of, and creation of a security interest in, any of the foregoing);

(e) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to any property covered by this Paragraph 1 including all rights in and to all present and future fire and hazard insurance policies, all awards made by any public body or decreed by any court of competent jurisdiction for a taking or for degradation in value of the Property or any portion thereof and all monies paid as consideration for a transfer of property in lieu of such a taking; and

(f) all rents, income, revenues, issues, awards, proceeds and profits from and in respect of the property described in this Paragraph 1 which are hereby specifically assigned, transferred, conveyed and set over to Beneficiary; it is the intention of the parties hereto that, so far as may be permitted by law, all property of the character described in this Paragraph 1 which is now owned or held or is hereafter acquired by Owner and is affixed, attached and annexed to the Land or the Improvements shall be and remain or become and constitute a portion of the Trust Estate and the security covered by and subject to the lien hereof.

2. The entire right, title and interest of Owner, as lessor, in and to the Lease, including, without limitation, (i) the right to all extended terms and all extensions and renewals of the term thereof, (ii) the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues, awards, proceeds, profits, security deposits and other sums of money payable or receivable under the Lease (except sums payable directly to persons other than the lessor thereunder), whether payable as rent or otherwise, (iii) the right to receive and give notices thereunder, to bring actions and proceedings thereunder or for the enforcement thereof and to do anything which Owner or any lessor is or may become entitled to do thereunder, and (iv) any and all Subleases and the rents, income, revenues, issues, awards, proceeds, profits, security deposits and other sums of money payable or receivable thereunder, provided that the assignment made by this Paragraph 2 shall be subject to the Assignment and the Deed of Trust and shall not impair or diminish any obligation of Owner under the Lease, and provided further that such assignment shall neither impose any such obligation upon Beneficiary nor cause Beneficiary to be a "mortgagee in possession" for any purpose.

3. The entire right, title and interest of Owner is and to all permits, licenses, franchises and other rights and privileges obtained in connection with the Property and any and all monies and other property which may from time to time become subject to the lien hereof, it being the intention of Owner and it being hereby agreed that all property hereafter acquired by Owner and required to be subjected to the lien of the Deed of Trust or intended so to be shall upon the acquisition of it by Owner be subject to the lien of the Deed of Trust as if such property were now owned by Owner and were specifically described in the Deed of Trust and granted by the Deed of Trust; and Trustee and Beneficiary are hereby authorized to receive any and all such property as and for additional security for the payment of the Note and all other sums secured or intended to be secured hereby.

09152

Lepercq Corporate Income Fund II L.P.

SCHEDULE B

Lepercq Corporate Income Fund II L.P.,
a Delaware limited partnership

By: Secured Property Associates II L.P.,
a Delaware limited partnership, a general partner

By: Lepercq Lease Associates II L.P.,
a Delaware limited partnership, a general partner

By: James F. Kinnunen
~~Peter J. Kinnunen~~, general partner
~~James F. Dannhauser~~,

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Klamath County Title

on this 22 day of June A.D., 19 88
at 12:09 o'clock p M. and duly recorded
in Vol. M 88 of Mtgs Page 9737

Evelyn Bienn County Clerk
By [Signature]

Fee, 30.00

Deputy.

0901z-2

30.00