

37618

Vol. m91 Page 24313

STATE OF OREGON

Uniform Commercial Code - Financing Statement - Real Property -
Form UCC-1A

M91/24313

THIS FORM FOR COUNTY FILING USE ONLY

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): Red Lion, a California Limited Partnership	2A. Secured Party Name(s): The First National Bank of Chicago	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 4001 Main Street Vancouver, Washington 98663	2B. Address of Secured Party from which security information is obtainable: 555 South Flower Street, 33rd Floor Los Angeles, California 90071-2487	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: _____
☐ 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)

See Exhibit B attached hereto and incorporated herein by reference.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 additional sheets attached: 4Debtor hereby authorizes the Secured Party to record a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.
Signature of Debtor required in most cases
Signature(s) of Secured Party in cases covered by ORS 79.4020.By: See Exhibit A attached hereto
and incorporated herein by reference

Required Signature(s)

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. The Recording Party Copy is for your use.
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: _____

Recording party telephone number: _____

Return to: (name and address)

Brobeck, Phleger & Harrison
Spear Street Tower, 24th Floor
One Market Plaza
San Francisco, CA 94105
Attention: Michael F. Potter, Esq.

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 under the financing statement bearing the recording number shown above.

By: _____
Signature of Secured Party(ies) or Assignee(s)Stevens-Ness Law Publishing Company
Portland, OR 97204 - (503) 223-3137

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EXHIBIT A

to Oregon Financing Statement

Debtor: Red Lion, a California Limited Partnership

Signature of Debtor:

"Debtor"

RED LION, a California Limited
Partnership

By: RLA-GP, Inc., a Delaware
corporation, as General
Partner

By:

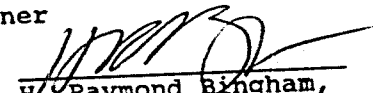

H. Raymond Bingham,
Senior Vice President

EXHIBIT B

to Oregon Financing Statement

Debtor: Red Lion, a California Limited Partnership.

Item 3: This financing statement covers the following types or items of property:

1. Debtor's "Accounts Receivable" (hereinafter defined).
2. Debtor's interest in the goods the sale of which has given rise to an Account Receivable.
3. Debtor's "Inventory" (hereinafter defined).
4. All machinery, apparatus, fittings, appliances, furniture, vehicles, furnishings, fixtures and equipment, and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon the "Premises" (located in Klamath Falls, Oregon, and more particularly described in Schedule 1 attached hereto) or any part thereof and used or usable in connection with any present or future operation of the Premises and now or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, dynamo furnaces, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, elevators and fittings, escalators, shades, awnings, screens, storm doors and windows, partitions, carpeting, sprinkler equipment, electrical equipment, plans, tools, ducts, and compressors and all of the right, title and interest of the Debtor in and to any equipment which may be subject to any title retention or security agreement.
5. All fixtures, equipment and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the Premises, and the building now or hereafter erected thereon, or any part thereof, as offices, retail stores or otherwise; such fixtures and articles of personal property including but without being limited to, all office equipment, electric equipment, heating, lighting and plumbing fixtures used at any time in the operation, use and occupation of any of the buildings on any part of the Premises, and dynamos, motors, furnaces, vacuum cleaning systems, elevators and fittings, plants, apparatus, tools,

machinery, fittings, furnishings and fixtures of every kind whatsoever at any time used in or about or upon the Premises.

6. All the Debtor's right, title and interest in and to the name of the building located and operated on the Premises, and any and all names under or by which such building may at any time be operated or known, and good will of the Debtor in connection therewith and the right to carry on business under any or all such name or names and variants thereof; provided, the foregoing grant does not include any interest in the name "Red Lion Inn."

7. All the improvements now located on the Premises and all improvements and building materials that may hereafter be placed thereon and all bonuses and royalties on the Premises and further, all rents, royalties, profit, revenues, incomes and other benefits arising from the use or enjoyment of all the Premises or from any contract pertaining to such use or enjoyment.

8. All proceeds or sums payable in lieu of or as compensation for the loss of or damage to (i) any property covered hereby, or (ii) the Premises upon which any property covered hereby is or may be located, and all rights in and to all pertinent present and future fire and/or hazard insurance policies; all awards made by any public body or decreed by any court of competent jurisdiction for a taking or for degradation of value in any eminent domain proceeding; all of Debtor's interest and rights as lessor in and to all leases now or hereafter affecting the Premises or any part thereof and/or all rental income, whether payable pursuant to any lease now or hereafter entered into affecting the Premises, or otherwise growing out of any occupancy or use thereof.

9. All Debtor's right, title and interest in and to any and all agreements, now existing or hereinafter entered into, (and all rights of Debtor thereunder) with any managing concern with respect to the management, development, maintenance and/or operation of the Premises.

10. All Debtor's right, title and interest in and to any and all liquor licenses pertaining to the operation of the Premises.

11. The proceeds of all the foregoing.

As used herein, the following terms and phrases shall have the following meanings:

a. The term "Account(s) Receivable" or "Debtor's Account(s) Receivable" as used herein shall mean and include all

accounts, contract rights, general intangibles, inventories, machinery, equipment, furniture, fixtures, tools, vehicles, and other personal property, including all proceeds, products of, and accessions to the foregoing, and all after-acquired items of such property (including Tax Refunds) now owned or hereafter acquired by Debtor with respect to the operation of the Premises, as well as all chattel paper and instruments now owned or hereafter acquired by Debtor evidencing any obligation to Debtor for payment for goods sold or leased or services rendered with respect to the operation of the Premises.

b. The term "Inventory" or "Debtor's Inventory" as used herein shall mean all goods located on the Premises, now owned or hereafter acquired by Debtor (including returned and repossessed goods), which are held for sale or lease or furnished or to be furnished under any contract of service or are raw materials, work in process or materials used or consumed in Debtor's business.

c. The term "Tax Refunds" means refunds or claims for refunds of any taxes at any time paid by Debtor to the United States of America, any State, City, County or any other governmental entity.

d. The phrase "Uniform Commercial Code" means the Uniform Commercial Code as enacted in the State of Oregon.

e. Except as otherwise herein provided, all other terms shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Uniform Commercial Code.

SCHEDULE 1

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

Beginning at a $\frac{1}{4}$ inch iron pin on the South line of the relocated right of way of the Klamath Falls-Lakeview Highway (South Sixth Street) which bears South $80^{\circ}45'$ West a distance of 290.3 feet and South $0^{\circ}06'30''$ West a distance of 11.82 feet from the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3 Township 39 South, Range 9 E.W.M.; said iron pin also being the Northwest corner of parcel of land conveyed to the United States National Bank of Portland by deed recorded in Vol. 293, page 435, Deed records of Klamath County, Oregon; thence North $89^{\circ}58'30''$ West along said relocated right of way line, a distance of 100.0 feet to an iron pin and the true point of beginning of this description; thence South $0^{\circ}06'30''$ West parallel with the West line of said United States National Bank parcel a distance of 150.0 feet to an iron pin; thence South $89^{\circ}58'30''$ East parallel to the South line of said re-located highway right of way a distance of 100.0 feet to an iron pin on the West line of said United States National Bank parcel; thence South $0^{\circ}06'30''$ West along said West line a distance of 30.0 feet to a $\frac{5}{8}$ inch iron pin marking the Southwest corner of said parcel; thence South $0^{\circ}55'30''$ East a distance of 329.18 feet, more or less, to a $\frac{5}{8}$ inch iron pin on the Northeasterly right of way line of the O.C.&E. Railroad; thence North $67^{\circ}15'$ West along said right of way line a distance of 472.81 feet, more or less, to an iron pin on the Easterly right of way line of the U.S.R.S. Drain 1-C; thence North $29^{\circ}11'00''$ West along said right of way line a distance of 65.47 feet to an iron pin; thence North $01^{\circ}22'00''$ West along the West line of parcel of land conveyed to Johann L. Uherek et ux., by deed recorded September 20, 1950, Deed Vol. 242, page 201, records of Klamath County, Oregon, a distance of 266.9 feet, more or less, to the South line of the said Klamath Falls-Lakeview Highway (South Sixth Street); thence South $89^{\circ}58'30''$ East along said relocated right of way line a distance of 367.8 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 20th day
of Nov. A.D., 19 91 at 8:30 o'clock A M., and duly recorded in Vol. M91
of Mortgages on Page 24313

Evelyn Biehn - County Clerk

By Daniel Mulholland

FEE \$30.00