

74953

## FINANCING STATEMENT STANDARD FORM UCC-1

PLEASE TYPE

READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM.

CUSTOMER  
NUMBER

This Financing Statement is presented to filing officer 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 additional periods as provided for by ORS Chapter 79.

A. Check (x) one: ☒ DEBTOR NAME, ☐ CONSIGNEE, ☐ LESSEE Social Sec. number or TIN  
(if individual list last name first) 564-56-0538

1. Carroll, James M.2. Carroll, Sharon I.547-56-25183. \_\_\_\_\_  
(Last Name) (First Name) (Middle)Total Debtor Names: 2

DEBTOR MAILING ADDRESS:

18585 Evergreen Cottonwood, CA. 9602218585 Evergreen Cottonwood, CA. 96022

Reserved for Filing Officer Use

B. Check (x) one: ☒ SECURED PARTY, ☐ CONSIGNOR, ☐ LESSOR  
NAME AND ADDRESS (from which security information is obtainable)

The Bank of California, N.A.  
Redding Regional Office  
1805 Market Street  
Redding, CA 96001

C. ASSIGNEE NAME AND ADDRESS (if any)

Telephone Number: \_\_\_\_\_

Total number of attachments: 1

D. This financing statement covers the following types (or items) of collateral (ORS 79.4020)

"Collateral" as defined in Exhibit "A" hereto, all terms of which are incorporated herein by reference.

Check (x) if covered: ☒ PROCEEDS of collateral are also covered

☒ PRODUCTS of collateral are also covered

E. DEBTOR'S SIGNATURE NOT REQUIRED. This statement is filed without the debtor's signature to perfect a security interest in collateral (if applicable check box): (1) ☐ collateral already subject to a security interest in another jurisdiction; (2) ☐ Which is proceeds of the described original collateral which was perfected; (3) ☐ Collateral as to which the filing has lapsed; or (4) ☐ UTILITY (ORS 79.4010)

F. DEBTOR IS A TRANSMITTING  
UTILITY (ORS 79.4010)

Collateral acquired after a change of name, identity or corporate structure of debtor.  
Debtor hereby authorizes the Secured Party (or Consignor or Lessor) to file a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.

By: \_\_\_\_\_

Required Signature(s)

James M. Carroll Sharon I. Carroll

Use the following spaces only for Farm Products requiring Effective Financing Statement (EFS) filing.

## FARM PRODUCTS EFFECTIVE FINANCING STATEMENT FORM EFS-1

This FARM PRODUCT EFFECTIVE FINANCING STATEMENT is presented to the filing officer pursuant to ORS Chapter 79. This statement remains effective for a period of five years from the date of filing, subject to extensions for additional periods as provided for by ORS Chapter 79.

FARM PRODUCT CODE	COUNTY CODE	CROP YEAR (if applicable)	AMOUNT (if applicable)	DESCRIPTION/LOCATION (if applicable)
0201	18			
1001	18			

EFS Statement requires signature of debtor(s) and secured party(s).

By: James M. Carroll Sharon I. Carroll  
James M. Carroll Sharon I. Carroll  
The Bank of California, N.A.  
Signature of Secured Party

Source of Payment:

Cash ☐  
Check ☒

Visa/MasterCard ☐  
(see instruction 8-D on reverse of Original copy)

By: \_\_\_\_\_

Signature of Debtor(s)

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

THE BANK OF CALIFORNIA, N.A.  
P. O. BOX 45011  
San Francisco, CA 94145  
Attn: Commercial Service Center

Please do not type outside of bracketed area

ORIGINAL COPY

## THE BANK OF CALIFORNIA

# UCC-1 FINANCING STATEMENT LIVESTOCK AND CROPS - EXHIBIT A -

THIS EXHIBIT is attached to and made a part of that certain UCC-1 Financing Statement dated January 12, 1994 executed by James M. Carroll and Sharon I. Carroll ("Debtor") in favor of THE BANK OF CALIFORNIA, N.A.

This Financing Statement covers the following types of collateral (collectively, "Collateral"):

The following definitions shall be applicable to both the singular and plural forms of the defined terms:

(a) Accounts. All rights to the payment of money now owned or hereafter acquired by Debtor, whether due or to become due and whether or not earned by performance, including but not limited to, accounts, chattel paper and instruments;

(b) Agricultural Rights. All Debtor's (i) production, storage, trailing, grazing, irrigation, water and all similar rights; (ii) all rights and privileges to entitlement, subsidy, transfer, support, deficiency, target, return, termination, diversion, refund, disaster, and all other payments of any kind or type whatever now or hereafter made, plus all licenses, permits, consents, authorizations and rights and privileges now or hereafter granted by the government of the United States, any State, or any political subdivision thereof, including without limitation all milk quota, tax refunds, all payments in kind, and all payments made for non-cultivation or non-production, together with all vouchers and other evidences thereof; and (iii) any and all rights to payment from any agricultural cooperative association;

(c) Crops. All Debtor's annual and/or permanent crops and farm products, including without limitation all alfalfa hay, grain hay, barley

native grass, grass seed, grain, fertilizer, feed, hay and silage, whether growing or to be grown or severed from the land;

(d) Deposit Accounts. All Debtor's demand, time, savings, passbook or like accounts maintained with Bank, other than accounts evidenced by a negotiable certificate of deposit;

(e) Equipment. All of Debtor's equipment now owned or hereafter acquired, including but not limited to machinery, machine parts, furniture, furnishings and all tangible personal property used in the business of Debtor and all such property which is or is to become fixtures on real property, and all improvements, replacements, accessions and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing;

(f) Farm Products. All Debtor's feed, feed additives, feed supplements, veterinary supplies, and all other personal property of Debtor used or held for use in farming operations;

(g) Fixtures. All items of personal property of Debtor that are so related to the real property upon which they are located that an interest in them arises under real property law, and improvements, replacements, parts, accessions and additions thereto, and substitutions therefor;

(h) General Intangibles. All personal property of Debtor not otherwise defined as collateral other than Goods, including without limitation all interests or claims in insurance policies; all brands, including without limitation those identified below; all interests in any partnership; all literary property; tradenames, tradename rights; trademarks, trademark rights, copyrights, patents, and all applications therefor; licenses, permits, franchises, and like privileges or rights issued by any governmental or regulatory authority; income tax refunds; customer lists; claims and causes of action; and all guarantee claims, co-op memberships, leasehold interests in personal property, security interests or other security held by or granted to the Debtor to secure payment by an account debtor of any of the Accounts;

Brand(s):

UU

(i) Goods. All money and other personal property of Debtor, other than General Intangibles, not otherwise defined as collateral;

(j) Inventory. All inventory, raw material, work in process, finished goods or materials used or consumed in Debtor's business, warehouse receipts, bills of lading and other documents evidencing goods now owned or hereafter acquired by Debtor, and all goods covered thereby including returned goods, accessions, additions, improvements, and all products thereof, whether in Debtor's possession or in the possession of warehousemen, bailees or any other individual or entity, and all proceeds thereof, including without limitation all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to any of the foregoing;

(k) Livestock. All Debtor's livestock and farm products, including without limitation all \_\_\_\_\_

\_\_\_\_\_, cattle, sheep, horses, swine, goats, and fowl, together with all young in gestation, and all poultry, together with all eggs produced thereby, and all eggs, together with all poultry produced thereby, and all increase and additions to all of the foregoing and all replacements thereof, and substitutions therefor;

(l) Rights to Payment. All Debtor's negotiable or non-negotiable instruments or securities, contract rights, documents, chattel paper and all Debtor's rights to payment under the Accounts or General Intangibles, including without limitation all rights to payment under any commercial or standby letter of credit.

Whether such Accounts, Agricultural Rights, Crops, Deposit Accounts, Equipment, Farm Products, Fixtures, General Intangibles, Goods, Inventory, Livestock and Rights to Payment are now owned or hereafter acquired and wherever located and whether held by Debtor or any processor, warehousemen or other bailee; and all proceeds and products thereof.

#### DEBTOR

James M. Carroll  
James M. Carroll

Sharon I. Carroll  
Sharon I. Carroll



THE BANK OF CALIFORNIA

SCHEDULE: 1  
TO: EXHIBIT A - UCC-1 FINANCING STATEMENT LIVESTOCK AND CROPS

2588

DESCRIPTION OF SWAN LAKE RANCH

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

Township 37 South, Range 10 East of the Willamette Meridian

- Section 14: W1/2 SW1/4
- Section 15: NW1/4 NW1/4, S1/2 N1/2, NE1/4 SE1/4
- Section 23: W1/2 NE1/4, SE1/4 NE1/4, E1/2 SE1/4
- Section 24: SW1/4 SW1/4
- Section 25: W1/2, W1/2 SE1/4
- Section 26: E1/2 E1/2
- Section 35: NE1/4 NE1/4
- Section 36: ALL

Township 38 South, Range 10 East of the Willamette Meridian

- Section 12: NE1/4, E1/2 NW1/4, NE1/4 SE1/4

Township 38 South, Range 11 1/2 East of the Willamette Meridian

- Section 6: Government Lots 4, 5, 6 and 7, SE1/4 NW1/4, E1/2 SW1/4, SW1/4 SE1/4
- Section 7: Government Lots 1, 2, 3 and 4, W1/2 E1/2, SE1/4 NE1/4, E1/2 W1/2, E1/2 SE1/4, NE1/4 NE1/4
- Section 8: W1/2 SW1/4
- Section 17: W1/2
- Section 18: Government Lots 1 and 2, NE1/4, E1/2 NW1/4, SW1/4 NE1/4, NW1/4, N1/2 SW1/4, W1/2 SE1/4, SE1/4 SE1/4
- Section 20: S1/2 SW1/4, SW1/4 SE1/4
- Section 21: W1/2 SW1/4, SE1/4 SW1/4, EXCEPTING THEREFROM that portion of the SE1/4 SW1/4 lying Southerly of the Northerly line of the Oregon California & Eastern Railroad.
- Section 27: N1/2, NE1/4 SW1/4, SE1/4
- Section 28: NE1/4, SE1/4 NW1/4, E1/2 SW1/4
- Section 29: NE1/4 NW1/4
- Section 32: NE1/4 NW1/4

*James M. Carroll*  
James M. Carroll  
*Sharon I. Carroll*  
Sharon I. Carroll

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Bank of California  
on this 26th day of January A.D., 19 94  
at 9:49 o'clock A.M. and duly recorded  
in Vol. M94 of Mortgages Page 2585  
Evelyn Biehn  
By *Sharon I. Carroll* County Clerk

Fee, \$20.00

Deputy.