

9117

11-15-95A10:53 RCVD

Vol. 195 Page 31146

This space reserved for County Filing Officer use only

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

COUNTY OF KLAMATH

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): Applegate Restaurants, Inc., an Oregon corporation Rachor, John V. Rachor, Susan L. 1B. Debtor Mailing Address(es): 1881 Crater Lake Highway, Medford, OR 97501 2923 Wilkshire Drive Medford, OR | 2A. Secured Party Name(s): Franchise Acceptance Corporation Limited 2B. Address of Secured Party from which security information is obtainable: LaTouche House International Financial Service Center Dublin 1 Ireland | 4A. Assignee of Secured Party (if any): Citicorp North America Inc., as Investor Agent 4B. Address of Assignee: 2600 Michelson 11th Floor Irvine, CA 92715 |
|---|--|---|

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

- ☒ See attached Annexes "A" and "B" and Exhibit "A"
- ☐ 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)

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: 5

Debtor 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 the debtor required in most cases. By: For signatures see Exhibit "B" attached hereto and made a part hereof.

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

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 officer 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: Christy CarterRecording Party telephone number: 714-250-6427

Return to: (name and address)

Citicorp North America Inc.,
as Investor Agent
2600 Michelson 11th Floor
Irvine, CA 92715

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)

Annex A to UCC Financing Statement**Debtor**

**APPLEGATE RESTAURANTS, INC., an Oregon corporation,
Rachor, John V. and Rachor, Susan L.**

Secured Party

**FRANCHISE ACCEPTANCE CORPORATION LIMITED
LaTouche House
International Financial Services Center
Dublin 1
Ireland**

Assignee of Secured Party

**CITICORP NORTH AMERICA, INC.,
as Investor Agent
2600 Michelson Drive
Irvine, California 92715**

The financing statement to which this Annex A is attached covers the following collateral:

All of Debtor's right, title and interest in the following described property and rights, whether now existing or hereafter arising and wherever located, in each case to the extent such property or rights are used or useful in the operation of a Restaurant (this and other capitalized terms used herein being defined below), arise out of the operation of a Restaurant or otherwise relate to a Restaurant:

- a) the Franchise Agreements; and
- b) all inventory, raw materials, work in process and materials sold, used or consumed or to be sold, used or consumed in Debtor's business; and
- c) all equipment, including, but not limited to, all present and future machinery, computer hardware and software, vehicles, furniture, fixtures, office and record keeping equipment, parts and tools and all other tangible personal property and all leases and licenses with respect thereto; and
- d) each and every right to the payment of money, whether such right to payment arises out of a sale, lease or other disposition of goods or other property, out of a rendering of services, out of a loan, out of the overpayment of taxes or other liabilities or otherwise

services, out of a loan, out of the overpayment of taxes or other liabilities or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all of the rights and interest (including all liens and security interest) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds; and

- e) all general intangibles of the Debtor, whether now owned or hereafter acquired, including but not limited to, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Debtor's name; and
- f) all certificates of title, instruments, documents, chattel paper, deposits and credits; and
- g) all other personal property of Debtor of every kind and description which is now or hereafter comes into the possession of Secured Party for any reason, including, but not limited to property delivered to Secured Party for safekeeping, or for collection or exchange, and all dividends and distributions on and other rights in connection with such property; and
- h) in addition to any property generally described above, the property described on Annex A hereto, together with all parts, accessories, repairs, improvements and accessions thereto and replacements and substitutions thereof; and proceeds (including, but not limited to, insurance proceeds), products and issue therefrom now or hereafter at any time made or acquired; and all books and records with respect thereto and all equipment containing such books and records.

"Franchise Agreement" means any franchise agreement issued by Burger King Corporation with respect to the operation of a restaurant, as such franchise agreement may be amended or modified from time to time.

"Restaurant" means a Burger King® restaurant located or to be constructed at one of the following addresses:

2601 Campus Drive, Klamath Falls, OR 97601

Annex B to UCC Financing Statement**Debtor**

**APPLEGATE RESTAURANTS, INC., an Oregon corporation,
Rachor, John V. and Rachor, Susan L.**

Secured Party

**FRANCHISE ACCEPTANCE CORPORATION LIMITED
LaTouche House
International Financial Services Center
Dublin 1
Ireland**

Assignee of Secured Party

**CITICORP NORTH AMERICA, INC.,
as Investor Agent
2600 Michelson Drive
Irvine, California 92715**

The financing statement to which this **Annex B** is attached relates to all of the Debtor's right, title and interest in the following property and rights, whether now existing or hereafter arising and wherever located:
2601 Campus Drive, Klamath Falls, OR 97601

EXHIBIT B

Attached to UCC Filing

SIGNATURE PAGE

Signature of Debtor(s):

APPLEGATE RESTAURANTS, INC., an Oregon corporation

BY: John V. Rachor
Title PRESIDENTBY: Susan L. Rachor
Title Sec. SecyJohn V. Rachor
John V. RachorSusan L. Rachor
Susan L. Rachor

Signature of Secured Party:

FRANCHISE ACCEPTANCE CORPORATION LIMITED,
an Irish corporationBy: attached
Print Name: _____
Its: _____By: _____
Print Name: _____
Its: _____

Signature of Assignee of Secured Party:

CITICORP NORTH AMERICA, INC.,
as Investor AgentBy: attached
Print Name: _____
Its: _____

EXHIBIT B

31151

Attached to UCC Filing

SIGNATURE PAGE

Signature of Debtor(s):

APPLEGATE RESTAURANTS, INC., an Oregon corporation

BY: John V. Rachor
Title PRESIDENT

BY: Susan L. Rachor
Title Sec. V. Rachor

John V. Rachor
John V. Rachor

Susan L. Rachor
Susan L. Rachor

Signature of Secured Party:

FRANCHISE ACCEPTANCE CORPORATION LIMITED,
an Irish corporation

By: Don J. McCarth
Print Name: DON MCCARTHY
Its: DIRECTOR

By: Patrick C. Hannon
Print Name: Patrick C. Hannon
Its: Director

Signature of Assignee of Secured Party:

CITICORP NORTH AMERICA, INC.,
as Investor Agent

By: [Signature]
Print Name: Irish Hannon
Its: Documentation Officer
Citicorp North America, Inc.

EXHIBIT "A" DESCRIPTION OF LAND

Block 6 of Tract 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of _____
of _____ Nov. _____ A.D., 19 95 at 10:53 o'clock _____ the 15 day
of _____ Mortgages _____ on Page 31146 M95

FEE \$35.00

By _____ Bernetha G. Letsch, County Clerk
Annette Mueller

More commonly known as: 2601 Campus Drive, Klamath Falls, OR 97601