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29572

MTC 74092

Vol. 196 Page 38159

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

This FINANCING STATEMENT is prepared in accordance with the Uniform Commercial Code.

1A. Debtor Name(s): ASSISTED LIVING CONCEPTS, INC.	2A. Secured Party Name(s): LINC PROPERTIES, INC.	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 9955 S.E. Washington Street Suite 201 Portland, OR 97216	2B. Address of Secured Party from which security information is obtainable: 300 Esplanade Drive, Suite 1860 Oxnard, CA 93030 Attn: William McBride III	4B. Address of Assignee:

3. This financing statement covers the following types (or items) of property (check if applicable):
described in Exhibit "A"

- ☒ The goods are to become fixtures on: See Exhibit "B" ☐ 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 covered

Number of attached additional sheets: 3

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

By: ASSISTED LIVING CONCEPTS, INC.

Stephen Gordon

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

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

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.

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)

Stern, Neubauer, Greenwald & Pauly
1299 Ocean Avenue, Floor 10
Santa Monica, CA 90401

Attn: Kirsten S. Ellis, 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 in the the financing statement bearing the recording number shown above.

By: _____
Signature of Secured Party(ies) or Assignee(s)

EXHIBIT "A"

1. All machinery, equipment, materials (including building materials and supplies), appliances and fixtures of Debtor now or hereafter installed or placed on or in the Property or for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the exclusion of vermin or insects or for the removal of dust, refuse or garbage, and all elevators, escalators, awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting and all furniture, fixtures, and other property used in the operation or occupancy of the Property (as defined below), together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property, and together with all property of the same character used in the operation or occupancy of the Property that Debtor may hereafter acquire at any time until the termination hereof and all proceeds received upon the sale, exchange, collection or other disposition of the foregoing.

2. All of Debtor's right, title and interest in and to all causes of action, claims, compensation and recoveries for any damage, condemnation or taking of all or any portion of the real property described in Exhibit "B" attached hereto ("Property"), and/or all other property described in this Exhibit "A", or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Property, or for any loss or diminution in value of the Property, together with all rights of Debtor under any policy or policies of insurance covering the Property and/or all other property described in this Exhibit "A", and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies and all proceeds payable with respect to any taking under power of eminent domain.

3. All plans and specifications prepared for construction of Improvements and all studies, data and drawings related thereto; and also all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of Improvements.

4. All interest of Debtor in all goods, supplies, fixtures, furniture, furnishings and equipment which are now used upon (or may hereafter be appropriated for use on), or located on, the Property, and all rents, income, issues and profits due or to become due to Debtor from or pertaining to: each and every lease, sublease, or rental agreement relating to the Property; all security deposits in connection with any lease, sublease, or rental agreement relating to the Property; and all rights to the use of any trade name, trade mark or service mark now or hereafter associated with the business or businesses conducted on said premises (subject, however, to any franchise or license agreements relating thereto).

5. All appurtenances to the Property and all rights, licenses, profits, liens, tenements, hereditaments, franchises and privileges of Debtor in and to any streets, roads or public places, easements or rights of way, relating to the Property.

6. All general intangibles relating to the ownership, development, use or occupancy of or construction on the Property, including but not limited to: all governmental licenses (and specifically including, but not limited to Debtor's Certificate of Need with respect to the nursing-home facility located on the Property), map rights, approvals and permits; all materials prepared for filing or filed with any public or quasi-public governmental entities or any public utilities, all Debtor's rights under any contract whether or not otherwise specifically assigned to Secured Party; all names under or by which the Property or any part thereof may at any time be operated or known; all rights to carry on business under any such names or any variants thereof; and all goodwill in any way relating to the Property or the improvements thereon.

7. All right, title and interest of Debtor in and to refundable or returnable fees, bonds, securities or other property held by any public or quasi-governmental entity, utility company or other entity which pertains to the Property.

8. After-acquired property which replaces the foregoing or is included within any of the foregoing descriptions.

9. The proceeds from all of the above.

EXHIBIT "B"

LEGAL DESCRIPTION

TRACTS 14 AND 17, KIELSMEIER ACRE TRACTS, 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 Amerititle the 6th day
of December A.D., 19 96 at 1:28 o'clock P. M., and duly recorded in Vol. M96
of Mortgages on Page 38159

FEE \$20.00

Bernetha G. Letsch County Clerk

By Kathleen Rose