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'97 FEB 24 P2:46

After recording, return to:

BANKAMERICA BUSINESS CREDIT
55 South Lake Avenue
Suite 900
Pasadena, CA 91101
Attn: Mr. Charles Burtch

LINE OF CREDIT INSTRUMENT
FIXTURE FILING STATEMENT

DEBTOR:

BI-MART CORPORATION

SECURED PARTY:

BANKAMERICA BUSINESS CREDIT, INC.

Maximum Principal Amount to be Advanced: \$69,406,000

Term or Maturity Date: Three Years

Tax Account Nos.: Map # 8-4-30CB, Tax Lot 105, Serial #369680
Map # 8-4-30CB, Tax Lot 107, Serial #517322

Site:

611

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A

THIS FORM FOR COUNTY FILING OFFICER USE ONLY (Site 611)

Klamath County, OR

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.		
1A. Debtor Name(s): BI-MART CORPORATION, MINNESOTA MINNESOTA	2A. Secured Party Name(s): BANKAMERICA BUSINESS CREDIT, INC.	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 220 South Seneca Eugene, Oregon 97402	2B. Address of Secured Party from which security information is obtainable: 55 South Lake Avenue, Ste. 900 Pasadena, California 91101	4B. Address of Assignee:

3. This financing statement covers the following types (or items) of property (check if applicable): See Exhibit "A" attached hereto and incorporated herein by this reference.

- ☒ 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: _____

A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79.
By: BI-MART CORPORATION, ~~MINNESOTA~~ BANKAMERICA BUSINESS CREDIT, INC.
By: Marty [Signature] By: [Signature]
Signature(s) of the Debtor required in most cases. President Signature(s) of Secured Party in cases covered by ORS 79.4020

1. PLEASE TYPE THIS FORM.

INSTRUCTIONS

- 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.
- 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.
- 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.
- The RECORDING FEE must accompany the document. The fee is \$5 per page.
- 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: Sigi Hinojosa

Recording Party telephone number: 213-891-5913

Return to: (name and address)

Buchalter, Nemer, Fields & Younger
601 South Figueroa Street, Suite 2400
Los Angeles, California 90017
Attn: Sigi Hinojosa, Paralegal

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"

DEBTOR: BI-MART CORPORATION
SECURED PARTY: BANKAMERICA BUSINESS CREDIT, INC.

Item 3 (continued)

Collateral Description:

All of Debtor's right, title and interest in, to and under any and all of the property located in the City of Klamath Falls, County of Klamath, State of Oregon, and more particularly described in Exhibit "B" attached hereto and made a part hereof, including all easements, rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (including without limitation all minerals and quarries thereon or therein, all mining claims thereunto appertaining, all oil, gas and mineral rights and all royalties of every kind and nature), and all of the estate, right, title, interest, claim, demand, reversion or remainder whatsoever of Debtor therein or thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired, including, without limitation, all and singular the ways, waters, water courses, water rights and powers, liberties, privileges, sewers, pipes, conduits, wires and other facilities furnishing utility or other services to the property (collectively, the "Land");

Together with all of the right, title and interest of Debtor in and to all buildings, structures and improvements now or hereafter erected on the Land including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever now or hereafter located on or forming part of said buildings, structures and improvements (collectively, the "Improvements"; the Land and Improvements being hereinafter collectively referred to as the "Premises");

Together with all of the right, title and interest of Debtor in and to the land lying in the bed of any street, road, highway or avenue in front of or adjoining the Premises;

Together with any and all award and awards heretofore made or hereafter to be made by any governmental authorities to the present and all subsequent owners of the Premises which may be made with respect to the Premises as a result of the return of excess taxes paid on the Mortgaged Property, the exercise of the right of eminent domain, the alteration of the grade of any street or any other injury to or decrease of value of the Premises;

Together with all goods, equipment, machinery, furniture, furnishings, fixtures, appliances, inventory, building materials, chattels and articles of personal property

EXHIBIT "A"**DEBTOR:****BI-MART CORPORATION****SECURED PARTY:****BANKAMERICA BUSINESS CREDIT, INC.**

(other than personal property which is or at any time has become Hazardous Substances, as defined in that certain Line of Credit Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, between Debtor and Secured Party), including any interest therein, now or at any time hereafter affixed to, attached to, or used in any way in connection with or to be incorporated at any time into the Premises, or placed on any part thereof but not attached or incorporated thereto, together with any and all replacements thereof, appertaining and adapted to the complete and compatible use, enjoyment, occupancy, operation or improvement of the Premises (collectively, the "Chattels");

Together with leases of the Premises or the Chattels or any part thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder (whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms) and all rights to all insurance proceeds and unearned premiums arising from or relating to the Premises and all other rights and easements of Debtor now or hereafter existing pertaining to the use and enjoyment of the Premises and all right, title and interest of Debtor in and to all declarations of covenants, conditions and restrictions as may affect or otherwise relate to the Premises;

Together with all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Premises, and all deposits and other proceeds thereof;

Together with all permits, plans, licenses, specifications, subdivision rights, tentative tract maps, final tract maps, security interests, contracts, contract rights or other rights as may affect or otherwise relate to the Premises;

Together with all rights of Debtor in or to any fund, program or trust monies and any reimbursement therefrom directly or indirectly established, maintained or administered by any governmental authority or any other individual or entity which is designed to or has the effect of providing funds (whether directly or indirectly or as reimbursement) for the repair or replacement of storage tanks (whether above or below ground) located on the Premises or the remediation or cleanup of any spill, leakage or

EXHIBIT "A"**DEBTOR:****BI-MART CORPORATION****SECURED PARTY:****BANKAMERICA BUSINESS CREDIT, INC.**

contamination from any such tank or resulting from the ownership, use or maintenance of any such tank or to compensate third parties for any personal injury or property damage; and

Together with all rents, issues, profits, revenues, income and other benefits to which Debtor may now or hereafter be entitled from the Premises or the Chattels (which Premises, titles, interests, awards, Chattels, easements, rents, income, benefits, ways, waters, rights, powers, liberties, privileges, utilities, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, profits, estate, property, possession, claims and demands, are hereinafter collectively referred to as the "Mortgaged Property").

The above goods may be or may become fixtures on the property located in the City of Klamath Falls, County of Klamath, State of Oregon, described as: See Exhibit "B" attached hereto, and commonly known as 1920 Washburn Way, Klamath Falls, Oregon. The name of the record owner is Bi-Mart Corporation.

The execution and/or filing hereof does not imply that the described goods are or are to become fixtures. The filing hereof is intended merely to protect the parties hereto from unwarranted assertions by third parties and that the goods are other than personal property.

EXHIBIT "B"

(Site 611):

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

A tract of land being a portion of Tract 805 of Enterprise Tracts, situated in the Northeast quarter of Section 4, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin with aluminum cap being on the South line of said Tract 805, said iron pin being South 89°51'00" West 20.00 feet from the Southeast corner of said Tract 805, and on the Westerly right of way line of Washburn Way; thence North 00°03'30" East, along the Westerly right of way line of Washburn Way (North 00°00'30" East of M73, Page 3750) 238.00 feet; thence North 55°46'50" West (North 55°50" West by M73, Page 3750) 257.48 feet; thence North 34°13'10" East (North 34°09'30" East by M73, Page 3753) 25.00 feet; thence North 55°46'50" West (North 55°50'30" West by M73, Page 3753) 50.00 feet; thence North 34°13'10" East (North 34°09'30" East by M73, Page 3753) 110.00 feet to the Southwesterly right of way line of South Sixth Street; thence North 55°46'50" West, along said South Sixth Street (North 55°50'30" West by M73, Page 3753 and North 55°50" West by M73, Page 3750) 50.00 feet; thence South 34°13'10" West (South 34°09'50" West by M73, Page 3753 and South 34°10' West by M73, Page 3750) 400.00 feet; thence South 55°46'50" East (South 55°50'30" East by M73, Page 3753 and South 55°50' East by M73, Page 3750) 27.00 feet; thence South 00°34'05" East 205.84 feet (South, 205 feet, more or less, by M73, Page 3750) to the South line of said Tract 805; thence North 89°51'00" East, along said South line (North 89°47' East by M73, Page 3750) 420.00 feet to the point of beginning.

STATE OF OREGON : COUNTY OF KLAMATH ss.
 Filed for record at request of Klamath County Title the 24th day
 of February A.D. 19 97 at 2:46 o'clock P. M., and duly recorded in Vol. M97
 of Mortgages on Page 5448
 by Bernetha G. Letsch, County Clerk
Hedden Ross
 FEE \$30.00