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STATE OF OREGON
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor (Last Name First)/address AAA DISCOUNT STORAGE, LLC, an Oregon limited liability company 1361 Wild Plum Court Klamath Falls, OR 97601	Secured Party/address BELGRAVIA CAPITAL CORPORATION 19900 MacArthur Boulevard Suite 1100 Irvine, California 92612	For Filing Officer
Add'l Debtor(s) (Last Name First)/address(es)	Assignee of Secured Party/address	

This Financing Statement covers the following types or items of property:

See Schedule A attached hereto.

THIS IS A FIXTURE FILING TO BE RECORDED IN THE OFFICIAL RECORDS OF KLAMATH COUNTY, OREGON.

No. of additional sheets presented: 4

☒ Products of collateral are also covered.

DEBTOR:

AAA DISCOUNT STORAGE, LLC,
an Oregon limited liability company

By: Ottland, Inc.,
an Oregon corporation

By: [Signature], Pres.
Name: L.A. SWETLAND
Title: President

Return copy to:

Greg Nitzkowski, Esq.
Paul, Hastings, Janofsky & Walker LLP
555 S. Flower Street
Los Angeles, CA 90071-2371

LA REL 152759

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SCHEDULE A
TO UCC-1 FINANCING STATEMENT (FIXTURE FILING)

All of Debtor's right, title and interest in and to the following:

I. All that certain lot(s), piece(s) or parcel(s) of land (the "Real Estate") as more particularly described on Exhibit "A" annexed hereto and made a part hereof, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired; and

II. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements"); and

III. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposals and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements); and

IV. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof or otherwise belonging, relating or appertaining to the land and/or Improvements, or any part thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

V. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired; and

VI. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate; and

VII. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to the Deed of Trust (as hereinafter defined) or any other of the Loan Documents (as hereinafter defined); and

VIII. All leases, licenses, concessions and occupancy agreements of the Real Estate or the Improvements now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "Rents and Profits") of the Real Estate or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms; and

IX. All contracts and agreements now or hereafter entered into covering any part of the Real Estate or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements; and

X. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate or the Improvements; and

XI. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements (collectively, the "General Intangibles"); and

XII. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements; and

XIII. All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements; and

XIV. All right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Real Estate or the Improvements including any unearned premiums thereon; and

XV. All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

XVI. All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement (Fixture Filing) dated as of July 31, 1997 from AAA Discount Storage, LLC, as Grantor, for the benefit of Belgravia Capital Corporation, as Beneficiary, and recorded in the County recorder's office of Klamath County, Oregon.

EXHIBIT A

Parcel 1 and Parcel 2 of Land Partition 76-96, being Parcel 2 of Land Partition 11-95 situated in the SW1/4 SE1/4 and the NW1/4 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Amerititle _____ the 31st day
of July A.D., 19 97 at 11:35 o'clock A. M., and duly recorded in Vol. M97
of Mortgages on Page 24695.

FEE \$25.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross