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Vol. 1198 Page 15595

Loan. No. 240332

Recording Copy

K-5049.5

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE
RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

UCC-1 FINANCING STATEMENT

Graham & James, LLP
885 Third Avenue, 24th Floor
New York, New York 10022-4834
Attn: Koren Elair, Esq.

This space reserved for County Filing Officer use only

15596

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - **Form UCC-1A**

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

FINANCING STATEMENT		
1A. Debtor Name(s): Jefferson Square of Klamath, LLC 1B. Debtor Mailing Address(es): 10875 Sprague River Road Chiloquin, Oregon 97624	2A. Secured Party Name(s): Column Financial, Inc. 2B. Address of Secured Party from which security information is obtainable: 3414 Peachtree Road, N.E. Suite 1140 Atlanta, GA 30326-1115	4A. Assignee of Secured Party (if any): 4B. Address of Assignee:

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

- ☐ The goods are to become fixtures on: _____ ☐ The above timber is standing on: _____
☐ The above minerals or the like (including gas and oil) or accretions 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: See Exhibits A and B

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 CRS Chapter 79.
Signature of the debtor required in most cases. By: See Exhibit C
Signature(s) of Secured Party in cases covered by CRS 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 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: \$10.00 first page, \$5.00 each additional 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)

Column Financial, Inc.
c/o Graham & James LLP
885 Third Avenue, 24th Floor
New York, N.Y. 10022-4802
Attn: Koren Blair, 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)

UCC-1 Financing Statement

JEFFERSON SQUARE OF KLAMATH, L.L.C.
an Oregon limited liability company, Debtor

EXHIBIT A

All personal property now or hereafter owned by the Debtor, including but not limited to, the following:

(a) All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by the Debtor and now or hereafter located on, attached to or used in and about the Improvements (as defined below), 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 the 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 property described in Exhibit B (the "Real Estate"), or any structures or improvements located thereon (the "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);

(b) 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, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor;

(c) 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;

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

(e) All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by the Secured Party pursuant to the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith from

the Debtor in favor of the Secured Party (the "Deed of Trust") or any other of the loan documents executed in connection therewith including, without limitation, all funds now or hereafter on deposit in the [Impound Account, the TILC Reserve, the Lease Termination Payment Reserve and the Repair and Remediation Reserve] and any other Reserves (each as defined in the Deed of Trust);

(f) 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 defined in the Deed of Trust) or any of the General Intangibles (as defined in the Deed of Trust) 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, subject to, however, the provisions contained in Section 1.11 of the Deed of Trust;

(g) 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;

(h) 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;

(i) 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 the 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;

(j) 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;

(k) 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;

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

(m) 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;

(n) 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 the Debtor.

(o) All the items set forth in Schedule 1, attached hereto and made a part hereof; and

Some of the goods covered by this Financing Statement are or are to become fixtures on the Real Estate or the Improvements and this Financing Statement is to be recorded in the real estate records of Clatsop County, Oregon.

15600

Loan No. 240832
Recording Copy

UCC-1 Financing Statement

JEFFERSON SQUARE OF KLAMATH, LLC
an Oregon limited liability company, Debtor

SCHEDULE 1

INVENTORY

Two (2) wooden benches

Six (6) large planter boxes

Ten (10) trash receptacles

Seven (7) ash urns

UCC-1 Financing Statement

JEFFERSON SQUARE OF KLAMATH, LLC,
an Oregon limited liability company, Debtor

EXHIBIT B
LEGAL DESCRIPTION

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

PARCEL 1:

A parcel of land lying in the Northwest quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Starting at the Northwest corner of said Section 3; thence South 00°00'30" East along the Westerly boundary of said Section 3 and the centerline of Washburn Way 917.42 feet to the intersection with the present centerline of South Sixth Street, formerly known as The Dalles-California Highway, recorded bearing South 55°52'30" East, at Engineer's Station 8+17.42 on Washburn Way and Engineer's Station 16+14.87 on South Sixth Street; thence continuing South 00°30'30" East along said West line of Section 3 and the centerline of Washburn Way 48.32 feet to a point on the South boundary of South Sixth Street which is distant 40 feet at right angles from the centerline of South Sixth Street at Engineer's Station 16+41.99; thence South 55°52'30" East parallel to said centerline 463.02 feet to the true point of beginning of this description; thence from said true point of beginning continuing South 55°52'30" East 794.98 feet; thence at right angles South 34°07'30" West 204.00 feet; thence South 55°52'30" East parallel to South Sixth Street 145.00 feet; thence at right angles South 34°07'30" West 163.80 feet to the Northerly right of way line of Oregon, California and Eastern Railroad; thence North 66°57'30" West along said line 982.11 feet to a point on the Easterly right of way line of Washburn Way which is 40.00 feet Easterly of the centerline of said Washburn Way, thence North 00°00'30" West along said right of way line 593.30 feet; thence South 55°52'30" East 306.22 feet; thence North 34°07'30" East 180.00 feet to the true point of beginning.

PARCEL 2:

Easement as disclosed in Reciprocal Easement and Maintenance Agreement, recorded December 8, 1995, in Volume M95 page 33582, Deed Records of Klamath County, Oregon.

15602

Loan No: 240832
Recording Copy

UCC-1 Financing Statement:

JEFFERSON SQUARE OF KLAMATH, LLC,
an Oregon limited liability company, Debtor**EXHIBIT C****SIGNATURE OF DEBTOR**JEFFERSON SQUARE OF KLAMATH,
LLC, an Oregon limited liability company,
DebtorBy: [Signature]Name: Jefferson SquareIts: Member

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 8th day
of May A.D., 19 98 at 9:22 o'clock A. M., and duly recorded in Vol. M98
of Mortgages on Page 15595

FEE \$40.00

By [Signature]
Bernina G. Letsch, County Clerk