

75429

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Aspen Title #04046449

STATE OF OREGON

P 3-39

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

## 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): C-3 Investments, Inc., an Oregon corporation	2A. Secured Party Name(s): KeyBank National Association	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es):  2129 NW Northrup Street, No. 8 Portland, Oregon 97210	2B. Address of Secured Party from which security information is obtainable: 700 Fifth Avenue, 52nd Floor, Mailcode WA-31-10-5285 Seattle, WA 98104, Attn: Real Estate Division	4B. Address of Assignee:

3. 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 accounts will be financed at the wellhead or minehead of the well or mine located on: (describe real estate)  
\*the real property described on Exhibit B; the collateral covered hereby is described on Exhibit A;

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:

C-3 Investments, Inc.

Signature(s) of the Debtor required in most cases

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

## 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 \$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.

## TERMINATION STATEMENT

Recording Party contact name: Sonya Jeffcoat

Recording Party telephone number: (206) 689-5754

Return to: (name and address)

KeyBank National Association  
700 Fifth Avenue, 52nd Floor  
Mailcode WA-31-10-5285  
Seattle, WA 98104  
Attn: Sonya Jeffcoat

Please do not type outside of bracketed area.

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 financing statement bearing the recording number shown above.

By: \_\_\_\_\_

Signature of Secured Party(ies) or Assignee(s)

## UCC EXHIBIT A

1. **The Real Property.** The real property described on Exhibit "B" hereto, including all of Debtor's right, title and interest now held or hereafter acquired therein, together with all right, title and interest of Debtor in and to any and all roads, easements, streets and ways, open or proposed, bounding the real property described on Exhibit "B," and all rights of ingress and egress thereto (herein the "Real Property").
2. **The Improvements.** All buildings, structures, fixtures and other improvements of every kind and nature now or hereafter located on or about the Real Property, together with all renewals, replacements, substitutions, accessions, additions, products, proceeds, and proceeds of proceeds (of any generation) thereto and thereof (herein the "Improvements").
3. **The Personal Property.** All personal property, except personal property owned by tenants occupying the Improvements, of every kind and nature now owned and/or hereafter acquired and situated upon and/or used in connection with the operation, ownership, use or enjoyment of the Real Property and/or the Improvements or derived from the Tenant Leases or operation of the Real Property and Improvements, together with all renewals, replacements, substitutions, revenues, accessions, additions, products, proceeds, and proceeds of proceeds (of any generation) thereto and thereof (herein the "Personal Property"), including (without limitation) the following:
  - (i) All accounts, accounts receivable, chattel paper, income, revenues from operations conducted on the Premises, contracts for sale, leases, warranties, deposit accounts, documents, documents of title, equipment, fixtures, contract rights, general intangibles, goods, instruments, inventory, assumed business names of Grantor, and money;
  - (ii) All present and future accessions, conditional sales contracts, warranties, licenses, plats, franchises, as-built plans, approvals, permits, plans, specifications and general construction contracts;
  - (iii) All legal and equitable claims, judgments and awards now or hereafter accruing to the benefit of the Premises or the owner thereof;
  - (iv) Products and cash and noncash proceeds thereof as defined in the Uniform Commercial Code, now or at any time acquired, used or to be used for or in connection with the construction, use or enjoyment of the Real Property, whether in the possession of Grantor, warehousemen, bailees or any other person and whether located at the Real Property or elsewhere;
  - (v) All building, maintenance or service equipment; building, maintenance or raw materials or supplies; component parts or work in process; appliances; furnishings; equipment; furniture; machinery; and tools;
  - (vi) All bonding, construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements; commitments; contracts, subcontracts, architectural and engineering plans and specifications, franchises, reports, studies and agreements; insurance policies; and licenses and bonds;
  - (vii) All deposits, reserves, prepayments, deferred payments, rebates, refunds and returns of money or property paid to or deposited with any governmental body, agency or authority, any public or private utility, district or company, insurance companies, or any other person, and all claims, causes of action, judgments and settlements at any time arising from damage to, taking of, or any loss, impairment or diminution in value of any of the Premises or in the use thereof;
  - (viii) All approvals, permits, licenses, or grants of rights or privileges which Grantor is required to obtain or comply with pursuant to its business operations; and

(ix) Any deposit account or accounts with the Beneficiary in the name of the Grantor for deposit of payments to Grantor in connection with any "Rate Swap Transaction" entered into at any time between Beneficiary and Grantor and any and all funds now or hereafter on deposit therein.

4. **The Tenant Leases.** All of Debtor's right, title and interest in and to all leases and rental agreements for occupants, tenants and lessees of the Real Property and/or Improvements, whether now or hereafter existing (herein the "Tenant Leases").

5. **Income from Operations.** All income, room rates, revenues, rents, issues, profits, accounts, accounts receivable, general intangibles, contract rights or any other revenues related to the Real Property, Improvements or Tenant Leases (collectively, the "Premises") or generated from operations conducted on the Premises, whether now or hereafter existing and whether characterized as being derived from real or personal property, including, without limitation, income from: inventory sales, tenant or guest occupancy of the Premises, personal services, amenities, concessions, vendors, food and bar services.

6. **Proceeds.** Without limiting the foregoing, all insurance and/or condemnation proceeds and awards (including title insurance proceeds) related to any of the foregoing or any interest in the foregoing, regardless of form or generation and regardless of the source of payment of insurance premiums (herein the "Proceeds").

## EXHIBIT "B"

**LEGAL DESCRIPTION**

Two (2) tracts of land located in the Northeast one-quarter of Section 4, Township 39 South, Range 9 East, of the Willamette Meridian, more particularly described as follows: Lots 8 through 27, and portions of Lots 28 through 40, Block 4, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS and a portion of Lot 802, ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, more particularly described as follows:

**TRACT 1:**

Beginning at a 5/8 inch iron rod with a plastic cap marked TRUELINE SURVEYING, INC. at the Northwest corner of said Lot 8; thence South 55°50'00" East, a distance of 499.71 feet along the southwesterly right-of-way line of Pershing Way to a railroad spike set at the intersection of the southwesterly right-of-way line of Pershing Way and the westerly right-of-way line of Washburn Way; thence South 00°00'00" East, a distance of 120.86 feet along the westerly right-of-way line of Washburn Way to a railroad spike set at the intersection the westerly right-of-way of Washburn Way and the northeasterly right-of-way line of a Public alley in said Block 4; thence North 55°50'00" West, a distance of 567.59 feet along the northeasterly right-of-way line of said Public alley to a 5/8 inch iron rod with a plastic cap marked TRUELINE SURVEYING, INC. at the Southwest corner of said Lot 8; thence North 34°10'00" East, a distance of 100.00 feet to the point of beginning of Tract 1, containing 53,365 square feet, 1.2251 acres.

**TRACT 2:**

Beginning at a 5/8" iron rod with a plastic cap marked TRUELINE SURVEYING, INC. that bears North 55°50'00" West a distance of 6.25 feet from the Northwest corner of Lot 39; thence South 55°50'00" East, a distance of 397.27 feet along the southwesterly right-of-way of a Public alley in said Block 4 to a railroad spike set at the intersection of the southwesterly right-of-way line of said Public alley and the westerly right-of-way of Washburn Way; thence South 00°00'00" East, a distance of 58.34 feet along the westerly right-of-way line of Washburn Way to a railroad spike; thence southwesterly a distance of 24.26 feet along the arc of a 12.00 foot radius curve right through a central angle of 115°51'00" (the long chord of which bears South 57°55'30" West, a distance of 20.34 feet) to a 5/8 inch iron rod with a plastic cap marked TRUELINE SURVEYING, INC.; thence North 64°09'00" West, a distance of 150.73 feet along the northeasterly right-of-way line of South Sixth Street to a P-K Nail; thence northwesterly a distance of 11.61 feet along the arc of a 80.00 foot radius curve right through a central angle of 08°19'00" (the long chord of which bears North 59°59'30" West, a distance of 11.60 feet) to a P-K Nail; thence North 55°50'00" West, a distance of 261.12 feet continuing along said Northeasterly right-of-way line to a 5/8 inch iron rod with a plastic cap marked TRUELINE SURVEYING, INC. that bears North 55°50'00" West, a distance of 6.25 feet from the Southwest corner of Lot 39, Block 4; thence leaving said northeasterly right-of-way line, North 34°10'00" East, a distance of 89.53 feet at right angles to the centerline of South Sixth Street to the point of beginning of TRACT 2, containing 35,773 square feet, 0.8212 acres.

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 1st day  
of March A.D., 1999 at 3:39 o'clock P. M., and duly recorded in Vol. M99  
of Mortgages on Page 7137

Linda Smith, County Clerk

FEE \$20.00

by Kathleen Rosa