

STATE OF OREGON
STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENTS, TERMINATIONS AND AMENDMENT
Real Property - Form UCC-3A

#4154975

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

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

1A. Debtor Name(s): Mark S. Hemstreet	2A. Secured Party Name(s): The Bank of Tokyo, Ltd.	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): Shilo Inns 11600 SW Barnes Road Portland, OR 97225	2B. Address of Secured Party from which security information is obtainable: 2300 Pacwest Building 1211 SW Fifth Avenue Portland, OR 97204	4B. Address of Assignee:

This statement refers to original Financing Statement number: M95 Page 7468 Date filed: March 29, 19 95
 (Klamath County)

☐ TERMINATION

The Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

☐ ASSIGNMENT

The Secured Party assigns to the Assignee whose name and address is shown, Secured Party's rights under the financing statement bearing the file number shown above in the following property. (Describe below)

☒ CONTINUATIONThe original financing statement bearing the file number shown above is still effective.
Effective only if submitted within six months prior to expiration date.☐ RELEASEFrom the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: (describe below). Choose one: _____ Release of all collateral _____ Partial release - **RELEASE DOES NOT TERMINATE DEBT.**☐ AMENDMENT

Financing statement bearing the file number shown above is amended as described below:

See UCC Exhibit A and B attached

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 ORS Chapter 79.

The Bank of Tokyo, Ltd. by KeyCorp Real Estate Capital
 By: Markets, Inc. - its servicer

[Signature]
 Required signature(s)

INSTRUCTIONS

- PLEASE TYPE THIS FORM.
- 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-3A) 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.

Return to: (name and address)

KeyCorp Real Estate Capital Markets, Inc.
 PO Box 1538
 Buffalo, NY 14240-1538

Recording Party contact name: Phyllis MenzaRecording Party telephone number: (800) 933-2826

Please do not type outside of bracketed area.

UCC EXHIBIT A

1. **The Real Property.** All of Debtor's right, title and interest in and to the real property described on Exhibit "B" attached hereto, whether now held or hereafter acquired, together with all right, title and interest of Debtor in and to any 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 Debtor, 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 Real Property, Improvements or Personal Property 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 Debtor, 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 Real Property, Improvements, Personal Property or Tenant Leases (collectively, the "Premises") or in the use thereof; and
 - (viii) All approvals, permits, licenses, or grants of rights or privileges which Debtor is required to obtain or comply with pursuant to its business operations.
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 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").

50071 7470

EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL 1:

Lots 2, 3, 4, and 5, in Block 8 of Tract 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inurred thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

PARCEL 2:

All that portion of the NW1/4 SW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County, Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

PARCEL 3:

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inurred thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 29th day
of March A.D., 19 95 at 3:43 o'clock P M., and duly recorded in Vol. M95
of Mortgages on Page 7468

FEE \$15.00

INDEXED

D L

By Bernetha G. Lisch, County Clerk

State of Oregon, County of Klamath
Recorded 12/21/99, at 3:22 p.m.
In Vol. M99 Page 50069
Linda Smith,
County Clerk Fee \$ 15.00