

200 MAY - 3 PM 3:22
STATE OF OREGON

MTC 51080
UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A
THIS FORM FOR COUNTY FILING OFFICER USE ONLY

THE FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.		
1A. Debtor Name(s): SHILO INN, KLAMATH FALLS, LLC	2A. Secured Party Name(s): THE BANK OF TOKYO-MITSUBISHI, LTD.	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 11600 SW Barnes Road <u>Shilo Lane</u> Portland, OR 97225	2B. Address of Secured Party from which security information is obtainable: 1211 SW 5th Avenue, Ste. 2300 Portland, OR 97204	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 properties, rights and interests described in Exhibit "A" attached hereto. Some of these properties, rights and interests are or may become fixtures upon the real property described in Exhibit "B" attached hereto.
- 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: SHILO INN, KLAMATH FALLS, LLC

Mark S. Hemstreet
Mark S. Hemstreet

Signature(s) of the Debtor required in most cases.

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

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-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: Don K. Lloyd

Recording Party telephone number: 503-224-3092

Return to: (name and address)

Don K. Lloyd
Cable Huston Benedict Haagensen & Lloyd LLP
1001 SW Fifth Avenue, Suite 2000
Portland, OR 97204-1136

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 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").

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Lots 2, 3, 4, and 5, in Block 3 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 NW¼ SW¼ 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.

PARCEL 4:

Lots 1 and 6 in Block 3 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.

* * *END * * *

State of Oregon, County of Klamath
Recorded 05/08/00, at 3:22 p.m.
In Vol. M00 Page 16531
Linda Smith,
County Clerk Fee \$ 31.00