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STATE OF OREGON

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): Extencicare Homes, Inc.	2A. Secured Party Name(s): Bank of America, N.A., as Agent	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 2555 Main Street Klamath Falls OR 97601	2B. Address of Secured Party from which security information is obtainable: 101 N. Tryon St., 15th Floor Charlotte NC 28255	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) See RIDER A and EXHIBIT A attached hereto and made a part hereof.

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:

CSC ID:107872/107881 OR-Klamath County



Check box if products of collateral are also covered

Number of attached additional sheets: 3A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79.
By: Extencicare Homes, Inc. Bank of America, N.A., as AgentBy: *[Signature]*

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

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

1. PLEASE TYPE THIS FORM.

INSTRUCTIONS

2. If 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.** Sent 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.

Recording Party contact name: _____

Recording Party telephone number: _____

Return to: (name and address)

CSC The United States Corporation Company
1201 Hays Street
Tallahassee, FL 32301-2636

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)

EXHIBIT A

A TRACT OF LAND SITUATED IN THE S 1/2 OF THE SE 1/4 SE 1/4 OF SECTION 28, T38S, R9E, W12E, CLATSOP COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SE 1/4 SE 1/4 OF SAID SECTION 28; THENCE S 89° 30' 00" E 330.73 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 28; THENCE N 00° 53' 52" E, ALONG THE EAST LINE OF SAID SW 1/4 SW 1/4 SE 1/4 SE 1/4, 35.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N 00° 53' 52" E, ALONG SAID LINE AND ITS EXTENSION, 345.00 FEET; THENCE S 89° 30' 00" E 355.08 FEET; THENCE S 00° 53' 52" W 345.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE N 89° 30' 00" W 4.70 FEET, N 28° 46' 00" W 46.49 FEET, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS N 28° 46' 00" W 400.00 FEET AND CENTRAL ANGLE EQUALS 16° 06' 25") 112.45 FEET, AND N 89° 30' 00" W 223.17 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 120,210 SQUARE FEET OR 2.760 ACRES AND WITH BEARINGS BASED ON THE SOUTH LINE OF SAID SECTION 28 AS BEING S 89° 30' 00" E.

RIDER A

Debtor
Extendicare Homes, Inc.

Secured Party
Bank of America, N.A., as Agent

(a) All fixtures (collectively, the "Fixtures"), now or hereafter located on, attached to, installed in or used in connection with the Premises (as hereinafter defined);

(b) All buildings and improvements (the "Improvements") of every kind and description now or hereafter erected or placed on that tract or parcel of land and other real property interests in Klamath County, Oregon, more particularly described in Exhibit A attached hereto and made a part hereof (the "Land") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Land, and all articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with the Land and Improvements including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the "Tangible Personalty") and all proceeds of the Tangible Personalty (hereinafter, the Land, Improvements, Fixtures and Tangible Personalty may be collectively referred to as the "Premises");

(c) Any and all of the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing; and

(d) Any and all insurance policies, leases (including equipment leases), rental agreements, sales contracts, management contracts, franchise agreements, construction contracts, architect's contracts, technical services agreements or other contracts, licenses and permits now or hereafter affecting the Premises.

Together with all proceeds of the foregoing collateral.

A portion of the above described goods are or are to be affixed to the Land and Improvements.

The record owner of the real property described in Exhibit A hereto is the Debtor.