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## STATE OF OREGON

# **UNIFORM COMMERCIAL CODE** REAL PROPERTY - Form UCC-1A

# **FINANCING STATEMENT**

### M FOR COUNTY FILING OFFICER USE ONLY

	15 FORM FOR COUNTY FI		
This FINANCING STATEMENT is presented	ed to the county filing officer p	oursuant to the Un	iform Commercial Code.
1A. Debtor Name(s):	2A. Secured Party Name(s):		4A. Assignee of Secured Party (if any):
LTC PROPERTIES, INC.	SANWA BANK CALIFO		
<ul><li>1B. Debtor Mailing Address(es):</li><li>300 Esplanade Drive</li></ul>	2B. Address of Secured Party from which security information is obtainable:		4B. Address of Assignee:
Suite 1860	601 South Figueroa Street		·
Oxnard, CA 93030	Los Angeles, CA 90017		
3. This financing statement covers the following types	_	attached	hereto and incorporated here
X The goods are to become fixtures on	<b></b>		referen
The above minerals or the like (including gareal estate)	as and oil) or accounts will be finance	ed at the wellhead or m	inehead of the well or mine located on: (describe
owneris: LTC Properties,	Inc.		ave an interest of record) The name of a record
Check box if products of collateral are also carbon, photographic or other reproduction of this for		attached additional she	
By: Clendy Sem Signature(s) of the Debtor required in most cases	pson	Signature(s) of Secu	red Party in cases covered by ORS 79.4020
I. PLEASE TYPE THIS FORM.	INSTRUCTIONS	\$	
<ol><li>If space provided for any item(s) on this form is ina sheets need to be presented to the county filing officer</li></ol>	dequate, the item(s) should be conti r. DO NOT STAPLE OR TAPE ANY	inued on additional she /THING TO THIS FOR	eets. Only one copy of such additional M.
This form (UCC-1A) should be recorded with the costate. Sent the Original to the county filing officer.	unty filing officers who record real e	state mortgages. This	form cannot be filed with the Secretary of
A.After the recording process is completed the county for used to terminate this document.	filing officer will return the document	to the party indicated.	The printed termination statement below may
5. The RECORDING FEE must accompany the docum	nent. The fee is \$5 per page.		
6. Be sure that the financing statement has been prop	perly signed. Do not sign the termina	ation statement (below)	until this document is to be terminated.
Recording Party contact name:			TERMINATION STATEMENT
Recording Party telephone number:	ce)		termination of financing is presented for filing
Return to: (name and address	55)	no longer claims a	iform Commercial code. The Secured Party security interest in the the financing statement ing number shown above.
•	, Suite 2800	Southing the record	
1 SERVICE SACRAFINE CE SERVICES 18:11-518 11:11	ttery Jr.		
	ated area	By:	has of Sound Data float on Andrew (2)
Please do not type outside of bracketed area.		Signature of Secured Party(ies) or Assignee(s)  ORIGINAL COPY	
vised2/94)			ADIOINIA AADV

### EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: LTC PROPERTIES, INC.

SECURED PARTY: SANWA BANK CALIFORNIA, as Administrative Agent:

<u>Item No. 3 (cont'd)</u>: All of the property owned by Debtor that is described below, and all replacements, additions, substitutions and proceeds thereof, now or hereafter owned by Debtor or in which Debtor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or used in connection with the ownership, operation, management, maintenance or repair of the Trust Estate (collectively, the "<u>Personal Property</u>").

- (a) all of Debtor's interest in all machinery, equipment, materials (including, but not limited to, building materials and supplies), appliances and fixtures now or hereafter installed or placed on or in the Trust Estate or for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the exclusion of vermin or insects or for the removal of dust, refuse or garbage, and all elevators, escalators, awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting and all furniture, fixtures, equipment and other Trust Estate used in the operation or occupancy of the Trust Estate, together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of Trust Estate, and together with all Trust Estate of the same character that Debtor may hereafter acquire at any time until the termination of this financing statement, and all proceeds received upon the sale, exchange, collection or other disposition of the foregoing;
- (b) all causes of action, claims, compensation and recoveries for any damage, condemnation or taking of the Trust Estate and/or all other Trust Estate described herein, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Trust Estate, or for any loss or diminution in value of the Trust Estate, together with all rights of Debtor under any policy or policies of insurance covering the Trust Estate and/or all other Trust Estate described herein, and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies and all proceeds payable with respect to any taking under power of eminent domain;
- (c) all plans and specifications prepared for construction of Improvements and all studies, data and drawings related thereto; and also all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of Improvements;
- (d) all interest of Debtor in all goods, supplies, fixtures, furniture, furnishings and equipment which are now used upon (or may hereafter be appropriated for use on) or located on, the Trust Estate; all security deposits in connection with any lease, sublease or rental agreement relating to the Trust Estate; and all rights to the use of any trade name, trade mark or service mark now or hereafter associated with the business or businesses conducted on the Trust Estate (subject, however, to any franchise or license agreements relating thereto);

- (e) all appurtenances to the Trust Estate and all rights, licenses, profits, liens, tenements, hereditaments, franchises and privileges of Debtor in and to any streets, roads or public places, easements or rights of way, relating to the Trust Estate;
- (f) all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Trust Estate, instruments (including, but not limited to, any management contract for the operation of the nursing home facility located on the Trust Estate), documents, general intangibles and notes or chattel paper arising from or by virtue of any transactions related to the Trust Estate and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Trust Estate, including, but not limited to, any and all compensation, rents, revenues, income, issues, rights, benefits and profits due or to become due under all present and future oil, gas and mining leases on the Trust Estate or any part thereof, and all proceeds of the foregoing;
- (g) all general intangibles relating to the ownership, development, use or occupancy of or construction on the Trust Estate, including, but not limited to, all governmental licenses, map rights, approvals and permits; all materials prepared for filing or filed with any public or quasi-public governmental entities or any public utilities; all names under or by which the Trust Estate or any part thereof may at any time be operated or known; all rights to carry on business under any such names or any variants thereof; and all goodwill in any way relating to the Trust Estate or the Improvements thereon;
- (h) all right, title and interest of Debtor in and to refundable or returnable fees, bonds, securities or other Trust Estate held by any public or quasi-governmental entity, utility company or other entity which pertains to the Trust Estate;
- (i) after-acquired Trust Estate which replaces the foregoing or is included within any of the foregoing descriptions; and
  - (j) the proceeds from all of the above.

#### Definition:

"Trust Estate" means all of Debtor's right, title and interest, now owned or hereafter acquired, in and to all real and personal property, tangible and intangible, described hereafter in clauses (i) through (v): (i) all that certain real property, as more particularly described in Exhibit B attached hereto and made a part hereof; (ii) all right, title, estate and interest of every kind and nature, at law or in equity, which Debtor now has or may hereafter acquire in the Trust Estate; (iii) all rights, rights-of-way, easements, licenses, profits, privileges, tenements, hereditaments and appurtenances, now or hereafter in any way appertaining and belonging to or used in connection with the Trust Estate and any part thereof, or as a means of access thereto, including, but not limited to, any claim at law or in equity, and any after-acquired title and reversion in or to each and every part of all streets, roads, highways and alleys adjacent to and adjoining the Trust Estate; (iv) Debtor's interest in all buildings, structures, fixtures and improvements now or hereafter located on or at the Trust Estate, and made a part hereof and any other property now or hereafter affixed or attached to such buildings, structures or improvements (collectively, the "Improvements"); and (v) Debtor's interest in the Personal Property.

#### Exhibit B

TRACTS 14 AND 17, KIELSKEIER ACRE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

State of Oregon, County of Klamath Recorded 03/13/01, at 9/20a m. In Vol. M01 Page 9986 Linda Smith, County Clerk Fee\$ 36.