

mtc 57086-KR

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Vol M02 Page 38830

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): Winding Sprague River, LLC	2A. Secured Party Name(s): Wachovia Bank, National Association	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): MP 40, Highway 140 Beatty, OR 97504	2B. Address of Secured Party from which security information is obtainable: 123 South Broad Street Philadelphia, PA 19109	4B. Address of Assignee:

3. This financing statement covers the following types (or items) of property (check if applicable): See attached.

- ☐ 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) _____

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: WINDING SPRAGUE RIVER, LLC, an Oregon limited liability company

by: [Signature]
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: Andy Brandsness

Recording Party telephone number: 541-882-6616

Return to: (name and address)

Andrew C. Brandsness
411 Pine Street
Klamath Falls, OR 97601

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)

State of Oregon, County of Klamath
Recorded 07/08/2002 3:07 p m.
Vol M02, Pg 38830-38833
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

Debtor: Winding Sprague River, LLC
Secured Party: Wachovia Bank, National Association

Attachment to UCC-1A Financing Statement

Any and all buildings and other improvements of every nature now or hereafter located on the real property described in the attached Exhibit "A" (the Property) and all fixtures, machinery, equipment, and other personal property located on the Property or attached to, contained in, or used in any such buildings and other improvements, and all appurtenances and additions to and substitutions and replacements of the Property (all of the foregoing being collectively referred to below as the "Improvements

Grantor's rights under any payment, performance, or other bond in connection with construction of any Improvements, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of any Improvements

All rights, interests, and claims that Grantor now has or may acquire with respect to any damage to or taking of all or any part of the Property or the Improvements, including without limitation any and all proceeds of insurance in effect with respect to the Improvements, any and all awards made for taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property or the Improvements, and any and all awards resulting from any other damage to the Property or the Improvements

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Government Lots 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30 and 31, Section 16, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM any portion lying within the right of way of Great Northern Railway and ALSO EXCEPTING the following tract of land:

Commencing at a point which is the Southwest corner of the SE1/4 of Section 16; thence North 208 feet; thence West 208 feet; thence South 208 feet; thence East 208 feet to the point of beginning.

PARCEL 2:

The NE1/4 NE1/4 Section 28, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 3:

The E1/2 E1/2 Section 21, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM that portion lying within the boundaries of Klamath Falls-Lakeview Highway.

PARCEL 4:

Government Lots 1, 8, 9, 16, 17, 24, 25, and 32, Section 16, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM any portion lying within the right of way of Great Northern Railway.

PARCEL 5:

The S1/2 W1/2 NW1/4 SW1/4, W1/2 SW1/4 SW1/4 Section 22 and the W1/2 W1/2 NW1/4 Section 27, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

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PARCEL 6:

The S1/2 NE1/4, SE1/4 Section 28, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 7:

The N1/2 NE1/4, N1/2 N1/2 SW1/4 NE1/4, N1/2 SE1/4 NE1/4 Section 33, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 8:

The SW1/4 of Section 15, and the NW1/4 of Section 22, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Together with all that portion of the NW1/4 NW1/4 SW1/4 of Section 22, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Northwesterly of the Klamath Falls-Lakeview Highway.

EXCEPTING THEREFROM a triangular parcel of land situated in the SW1/4 NW1/4 of Section 22, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at the intersection of the South line of the said SW1/4 NW1/4 with the Southeasterly right-of-way line of the Klamath Falls-Lakeview Highway; thence East along the South line of the SW1/4 NW1/4 a distance of 327 feet; thence North, at right angles to said South line 242.5 feet, more or less, to a point on the Southeasterly line of said Highway; thence Southwesterly along said Southeasterly line a distance of 408 feet, more or less, to the point of beginning. ALSO EXCEPTING THEREFROM that portion of Section 22, lying within the boundaries of the Klamath Falls-Lakeview Highway.

PARCEL 9:

A parcel of land situated in Section 16, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a point which is the Southwest corner of the SE1/4 of Section 16; thence North 208 feet; thence West 208 feet; thence South 208 feet; thence East 208 feet to the point of beginning.