

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

State of Oregon, County of Klamath

Recorded 06/17/2003 11:34 a m.Vol M03 Pg 41453-58

Linda Smith, County Clerk

Fee \$ 46.00 # of Pgs 6

A. NAME & PHONE OF CONTACT AT FILER [optional]

Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 512202 IGMAC6

UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-9071

5828631.1

OROR

'03 JUN 17 AM 11:34

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE

M98 pg 32269 09-01-98 CC OR Klamath

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS.2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)
6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

Eldorado Heights, LLC

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Dynex Commercial, Inc.

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

5828631.1 Debtor Name: Eldorado Heights, LLC A 991091699

41454

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)
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12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Dynex Commercial, Inc.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Description: See Attached

SCHEDULE A TO UCC-1 FINANCING STATEMENT

ELDORADO HEIGHTS, L.L.C.,
as Debtor,
and
DYNEX COMMERCIAL, INC.,
as Secured Party

All of Debtor's right, title and interest in and to the following property (the "Property") now owned or hereafter acquired by Debtor:

(a) **Land.** The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) **Additional Land.** All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that Mortgage and Security Agreement of even date herewith by Debtor in favor of Secured Party (the "Security Instrument");

(c) **Improvements.** The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) **Fixtures and Personal Property.** All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property

which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(f) **Leases and Rents.** All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), securities deposits, rental supplements pursuant to Medicare/Medicaid provider agreements, from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness secured by the Security Instrument;

(g) **Condemnation Awards.** All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) **Insurance Proceeds.** All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) **Tax Certiorari.** All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) **Conversion.** All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) **Rights.** The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(l) **Agreements.** All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein

and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

(m) **Trademarks.** All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and

(n) **Other Rights.** Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (m) above.

SIGNATURE OF DEBTOR:

ELDORADO HEIGHTS, L.L.C. , an Oregon limited liability company

By: Prestige Senior Living, L.L.C., an Oregon limited liability company, its Managing Member

By: _____

Steven C. Fogg
Managing Member

86/29/98 10:56
JUN-29-98 MON 07:59 AM

EXHIBIT A

9711

P. 03

32274

PARCEL 1:

A PARCEL OF LAND SITUATED IN PORTIONS OF VACATED BLOCKS 2, 3, 6, 7, 9 AND 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER OF LOT 2, BLOCK 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, SOUTH 38 DEGREES 16'30" WEST 100.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHWESTERLY LINE OF THE VACATED PORTION OF BLOCK 9 AND 10 OF SAID ELDORADO ADDITION, NORTH 51 DEGREES 42'50" WEST 170.69 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 38 DEGREES 16'30" EAST 667.37 FEET TO THE SOUTHERLY LINE OF ELDORADO BOULEVARD, THENCE ALONG SAID SOUTHERLY LINE OF ELDORADO BOULEVARD 182.39 FEET ALONG THE ARC OF A 667.34 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 53 DEGREES 00'55" EAST 181.84 FEET; THENCE 29.87 FEET ALONG THE ARC OF A 20.00 FOOT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 4 DEGREES 30'47" EAST, TO ITS POINT OF TANGENCY WITH THE WESTERLY LINE OF SLOAN STREET; THENCE ALONG SAID WESTERLY LINE OF SLOAN STREET SOUTH 38 DEGREES 16'30" WEST 557.91 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 51 DEGREES 42'50" WEST 29.31 FEET TO THE BEGINNING.

PARCEL 2:

LOT 2, BLOCK 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, EXCEPTING THEREFROM THE SOUTHEASTERLY 19 FEET, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

TOGETHER WITH ALL RIGHTS CONTAINED IN THE CROSS EASEMENT AGREEMENT RECORDED WITH THE COUNTY CLERK OF KLAMATH FALLS, OREGON, AS VOLUME M96, PAGE 922.

NEU# 98-3099/TITLE ORDER NO. 48116

- 2 -

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 1st day
of September A.D., 19 98 at 3:18 o'clock P. M., and duly recorded in Vol. M98
of Mortgages on Page 32269.

FEE \$30.00

By Bernetha G. Leisch, County Clerk
Kathleen Ross