

04 AUG 20 PM 3:27

MTC - 64594 ER

Vol M04 Page 55273**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

IMPERIAL CAPITAL BANK
3340 Ocean Park Blvd.
Suite 1005
Santa Monica, CA 90405
Attn: Imperial Capital Express

State of Oregon, County of Klamath

Recorded 08/20/04 3:27 P mVol M04 Pg 55273-78

Linda Smith, County Clerk

Fee \$ 46 # of Pgs 6

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

O
R

1b. INDIVIDUAL'S LAST NAME

MASSINI

FIRST NAME

GERALD

MIDDLE NAME

A.

SUFFIX

1c. MAILING ADDRESS

2101 Sierra Place

CITY

Ukiah

STATE

CA

POSTAL CODE

95482

COUNTRY

USA

1d. TAX ID#: SSN or EIN

554-56-5013ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

O
R

2b. INDIVIDUAL'S LAST NAME

MASSINI

FIRST NAME

SUSAN

MIDDLE NAME

B.

SUFFIX

2c. MAILING ADDRESS

2101 Sierra Place

CITY

Ukiah

STATE

CA

POSTAL CODE

95482

COUNTRY

USA

2d. TAX ID#: SSN or EIN

536-40-2326ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

O
R**IMPERIAL CAPITAL BANK, a California commercial bank, or its successors, assigns and beneficiaries**

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

700 N. Central Avenue, Suite 100

CITY

Glendale

STATE

CA

POSTAL CODE

91203

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
 FOR LOCATION OF COLLATERAL;
 SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
 FOR DESCRIPTION OF COLLATERAL.**

5. ALTERNATIVE DESIGNATION (if applicable):



LESSEE/LESSOR



CONSIGNEE/CONSIGNOR



BAILEE/BAILOR



SELLER/BUYER



AG. LIEN



NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
Attach Addendum [if applicable]

7. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

Loan No.: 04060071

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 8/02)

4600 am

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

55274

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
O R	9b. INDIVIDUAL'S LAST NAME MASSINI	FIRST NAME GERALD	MIDDLE NAME, SUFFIX A.

10. MISCELLANEOUS:**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY****11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME				
O R	11b. INDIVIDUAL'S LAST NAME GRAEBER	FIRST NAME FRED	MIDDLE NAME G.	SUFFIX
11c. MAILING ADDRESS 2101 Sierra Place		CITY Ukiah	STATE CA	POSTAL CODE 95482
11d. TAX ID#: SSN or EIN 519-44-4687		11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
O R	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

1 Description of real estate:

16. Additional collateral description:

1 Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☒ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

55275

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS (front and back) CAREFULLY****9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME		
O R	9b. INDIVIDUAL'S LAST NAME MASSINI	FIRST NAME GERALD
		MIDDLE NAME, SUFFIX A.

10. MISCELLANEOUS:**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY****11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME				
O R	11b. INDIVIDUAL'S LAST NAME GRAEBER	FIRST NAME TAMI	MIDDLE NAME R.	SUFFIX
11c. MAILING ADDRESS 2101 Sierra Place		CITY Ukiah	STATE CA	POSTAL CODE 95482
11d. TAX ID#: SSN or EIN 557-80-5049		11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	
ADD'L INFO RE ORGANIZATION DEBTOR			11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
O R	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

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☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FINANCING STATEMENT; EXHIBIT "A"

Attached to that certain UCC-1 Financing Statement naming **MASSINI, GERALD A.** as "Debtor".

LOCATION OF PERSONAL PROPERTY COLLATERAL
LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN KLAMATH COUNTY, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

Parcel 2 of Land Partition 41-02, Replat of Lot 6 in Block 3 of Tract 1152 - North Hills, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PROPERTY ADDRESS: 5380-5426 North Hills Drive, Klamath Falls, Oregon 97603

SAID PROPERTY IS IDENTIFIED BY ASSESSOR'S PARCEL NUMBER(S): 3809-035AD-01500-000 Key No. 447369

FINANCING STATEMENT; EXHIBIT "B"

Attached to that certain UCC-1 Financing Statement naming **MASSINI, GERALD A.** as "**Debtor**".

All of Debtor's present and future right, title and interest in and to all of the following:

(1) All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit "A" and/or the improvements on such real property (the "**Property**"): machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "**Fixtures**");

(2) All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "**Personalty**");

(3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B";

(5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B", including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B" under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B" entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "**Leases**");

(8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit "B", and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, the "**Impositions**") by any municipal, state or federal authority or insurance company;

(10) All tenant security deposits which have not been forfeited by any tenant under any Lease;

(11) All funds on deposit pursuant to any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Property does not increase to a level specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account;

(12) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it; and

(13) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.