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2010-008112

Klamath County, Oregon



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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

07/06/2010 02:48:28 PM

Fee: \$67.00

A. NAME & PHONE OF CONTACT AT FILER [optional] Steven L. Schaaf (404) 420-4316	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Steven L. Schaaf, Paralegal Parker, Hudson, Rainer & Dobbs LLP 1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E. Atlanta, Georgia 30303	

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 Peterson Machinery Co.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2300 Henderson Ave.		CITY Eugene	STATE OR	POSTAL CODE 97403
				COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Oregon	1g. ORGANIZATIONAL ID #, if any 128075-90 <input type="checkbox"/> NONE

2. 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				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

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

3a. ORGANIZATION'S NAME Caterpillar Financial Services Corporation				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2120 West End Avenue, PO Box 340001		CITY Nashville	STATE TN	POSTAL CODE 37203
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's land, interests in land, estates, easements, rights, improvements, personal property, fixtures and appurtenances described on Exhibit A attached hereto. Some of Debtor's property is, or may become, affixed to the real estate described on Exhibit B attached hereto. The record owner of such real estate is Debtor.

This UCC financing statement is in addition to, and not in lieu or replacement of, any other UCC financing statement naming Secured Party as secured party and Debtor as debtor of record in any filing office or jurisdiction in the United States of America.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

File with: Klamath County, Oregon

(3101.9)

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

Peterson Machinery Co.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

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

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. **SEE INSTRUCTIONS**

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

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

12a. ORGANIZATION'S NAME

OR

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.

14. Description of real estate:

The real estate is described on Exhibit B attached hereto.

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

The record owner of the real estate is Debtor.

16. Additional collateral description:

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

☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

**EXHIBIT A
TO UCC FINANCING STATEMENT**

DEBTOR: Peterson Machinery Co.

SECURED PARTY: Caterpillar Financial Services Corporation

This financing statement covers all of the following property of Debtor, whether now existing or hereafter acquired (collectively, the "Property"):

(a) That certain real property (the "Land") in the County of Klamath, State of Oregon, described in Exhibit B, attached hereto and incorporated herein by this reference;

(b) All buildings, structures, facilities, landscaping and other improvements now or hereafter located on or appurtenant to the Land, including, without limitation, the Fixtures (as defined below) (collectively, the "Improvements"; the Land and Improvements being collectively referred to as the "Premises");

(c) All easements, rights-of-way, licenses and other rights now or hereafter used in connection with the Property or as a means of access thereto, including, without limitation, water and water rights, and shares of stock evidencing the same; trackage agreement rights; rights to use common drive entries; rights relating to land within the right-of-way of adjoining streets; rights in or to sidewalks, alleys and strips and gores of land adjoining or used in connection with the Premises; air rights; development rights and credits; and tenements, hereditaments and other appurtenances of and to the Premises;

(d) All fixtures and equipment now or hereafter located on, attached to, installed in or used in connection with the Premises (collectively, the "Fixtures"), including, without limitation, all partitions, generators, screens, awnings, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing machinery and equipment, water tanks, heating, ventilating, air conditioning and air cooling machinery and equipment, gas and electric machinery and equipment, and other appliances, machinery and equipment and fixtures of every nature, all of which shall remain real property;

(e) All oil, gas and other mineral rights relating to the Premises, and all royalty, leasehold and other rights pertaining thereto;

(f) All of Debtor's right, title and interest as landlord or tenant in and to all leases and subleases relating to any portion of the Premises, including, without limitation, all advance rentals and deposits;

(g) All deposits made with and other security given to utility companies by Debtor in connection with the Premises, or any other item of property described herein, and all claims in law and equity that relate to the Premises;

(h) All greater right, title and interest hereafter acquired by Debtor in or to the Premises, or any other item of property described herein, and all options relating to such property (whether Debtor is optionor or optionee);

(i) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements;

(j) All rights to, the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts, letters of credit (other than letters of credit in favor of Secured Party), letter of credit rights (whether or not the letter of credit is evidenced by a writing), supporting obligations, and general intangibles, including payment intangibles (whether any of the foregoing are tangible or electronic), which arise from or relate to construction on the Land, or to any business now or later to be conducted on it or to the Land and Improvements generally;

(k) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including all proceeds of any insurance policies, present and future, payable because of loss sustained to all or part of any Property, whether or not such insurance policies are required by Secured Party, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(l) All books and records and all recorded data of any kind or nature (regardless of the medium of recording) pertaining to any and all of the property described above, including records relating to tenants under any leases, and the qualification of such tenants, and all certificates, vouchers, and other documents in any way related thereto, including all computer-readable memory and any computer hardware or software necessary to access and process such memory;

(m) All software embedded within or used in connection with any of the property described above; and

(n) All products, accounts, and proceeds (cash or non-cash) of, additions and accretions to, substitutions, renewals and replacements for, and changes in any of the property described above, including all proceeds of any voluntary or involuntary disposition or claim respecting any such property (arising out of any judgment, condemnation or award, or otherwise arising) and all supporting obligations ancillary to or arising in connection therewith, and all goods, accounts, instruments, documents, promissory notes, chattel paper, deposit accounts, supporting

obligations, and general intangibles (including payment intangibles) (whether any of the foregoing are tangible or electronic), wherever located, acquired with cash proceeds of any of the foregoing or its proceeds.

This UCC financing statement is in addition to, and not in lieu or replacement of, any other UCC financing statement naming Secured Party as secured party and Debtor as debtor of record in any filing office or jurisdiction in the United States of America.

**EXHIBIT B
TO UCC FINANCING STATEMENT**

DEBTOR: Peterson Machinery Co.

SECURED PARTY: Caterpillar Financial Services Corporation

Legal Description

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

PARCEL ONE:

A PARCEL OF LAND IN SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET WHICH BEARS S 55°08'50" E 594.48 FEET FROM THE WEST 1/4 OF SECTION 33; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S 27°06'50" E 122.14 FEET; THENCE S 03°41'00" E 252.00 FEET; THENCE S 34°49'00" W 15.00 FEET; THENCE S 55°11'00" E 150.00 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE S 34°49'00" W 623.06 FEET TO A POINT; THENCE 223.35 FEET ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS N 25°31'17" W 221.24 FEET AND HAVING A DELTA ANGLE OF 27°22'04"; THENCE 555.49 FEET ALONG THE ARC OF 686.05 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS N 11°21'30" E 540.44 FEET AND HAVING A DELTA ANGLE OF 46°23'30"; THENCE N 34°33'14" E 211.60 FEET; THENCE 76.23 FEET ALONG THE ARC OF A 487.68 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS N 30°04'34" E 76.15 FEET AND HAVING A DELTA ANGLE OF 08°57'21" TO THE POINT OF BEGINNING TOGETHER WITH:

PARCEL 2:

A NONEXCLUSIVE EASEMENT FOR SEWER DRAINAGE PURPOSES AS CONTAINED IN THAT CERTAIN DECLARATION OF PRIVATE EASEMENT BY PETERSON MACHINERY CO., DATED APRIL 15, 2010, RECORDED ON APRIL 20, 2010 AS INSTRUMENT NO. 2010-04745, RECORDS OF KLAMATH COUNTY, OREGON

OVER THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE LAND SITUATED IN THE SW ¼ OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF A RAILROAD SPUR AS SHOWN ON THE CENTRAL PACIFIC RAILWAY MAP V-1/S5-D, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 33, THENCE NORTH 00°00'49" EAST, 69.37 FEET; THENCE SOUTH 55°27'00" EAST, 407.10 FEET; THENCE SOUTH 10°46'30" WEST, 10.93 FEET; THENCE SOUTH 49°37'44" EAST, 197.05 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 467.68 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°03'47" (THE LONG CHORD OF WHICH BEARS SOUTH 22°58'05" WEST, 25.00 FEET) AN ARC DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN D.V. 2009-011407 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 40°26'39" EAST, 21.98 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN D.V. 2009-011407; THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN D.V. 2009-0011407, ALONG THE ARC OF A 487.68 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°57'21" (THE LONG CHORD OF WHICH BEARS SOUTH 30°04'20" WEST, 76.15 FEET) AN ARC DISTANCE OF 76.23 FEET; THENCE ALONG SAID EASTERLY BOUNDARY LINE, SOUTH 34°33'00" WEST, 23.90 FEET, THENCE LEAVING SAID EASTERLY BOUNDARY LINE, NORTH 55°27'00" WEST, 20.00 FEET TO A

POINT ON THE WESTERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN D.V. 2009-011407; THENCE ALONG SAID WESTERLY BOUNDARY LINE, NORTH 34°33'00" EAST, 23.90 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID WESTERLY BOUNDARY LINE, ALONG THE ARC OF A 467.68 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°03'01" (THE LONG CHORD OF WHICH BEARS SOUTH 29°31'29" EAST, 81.93 FEET) AN ARC DISTANCE OF 82.04 FEET TO THE TRUE POINT OF BEGINNING, WITH BEARINGS BASED ON KLAMATH COUNTY SURVEY 7682.

SAID PARCEL 2 BEING A PORTION OF THAT CERTAIN LAND CONVEYED TO PETERSON MACHINERY CO. BY UNION PACIFIC RAILROAD COMPANY BY QUITCLAIM DEED RECORDED AUGUST 25, 2009 AS INSTRUMENT NO. 2009-011407, RECORDS OF KLAMATH COUNTY