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2010-013311

Klamath County, Oregon



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11/16/2010 11:08:29 AM

Fee: \$67.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

ALLIANT CAPITAL LLC
25650 W. ELEVEN MILE RD.
SUITE 300
SOUTHFIELD, MI 48034
ATTN: LOAN SERVICING DEPT.

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				
OWEN RENTALS-WEST VILAS, LLC				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
5280 CRATER LAKE AVENUE, #102		CENTRAL POINT	OR	97502 USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	
		LLC	OREGON	
		1g. ORGANIZATIONAL ID #, if any		
		279335-97		<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				
F.B. OWEN, INC.				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
5280 CRATER LAKE AVENUE, #102		CENTRAL POINT	OR	97502 USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
		CORP	OREGON	
		2g. ORGANIZATIONAL ID #, if any		
		074037-10		<input type="checkbox"/> NONE

3. 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				
FANNIE MAE				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
ALLIANT CAPITAL, 25650 W. 11 MILE RD. #300		SOUTHFIELD	MI	48034 USA

4. This FINANCING STATEMENT covers the following collateral:

This fixture filing covers collateral that is or is to become fixtures on the real property located in Klamath County, Oregon, and more particularly described in Exhibit A attached hereto (the "Property"). The name of the record owner of the Property is: Owen Rentals-West Vilas, LLC, an Oregon limited liability company and F.B. Owen, Inc., an Oregon corporation.

This fixture filing is to be recorded in the real property records of Klamath County, Oregon.

Debtor's interest in all personal property located on or used in connection with the operation and maintenance of the real property in Klamath County, Oregon, which real property is more particularly described in Exhibit A, attached hereto, and which personal property is more particularly described in Exhibit B, attached hereto.

4200 SUMMERS LANE MHP; KLAMATH COUNTY FILING

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> 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) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]		

8. OPTIONAL FILER REFERENCE DATA

4200 SUMMERS LANE MHP ALLIANT # 60-0287036

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

OWEN RENTALS-WEST VILAS, LLC

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

ALLIANT CAPITAL LLC

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

25650 W. ELEVEN MILE RD., SUITE 300

CITY

SOUTHFIELD

STATE

MI

POSTAL CODE

48034

COUNTRY

USA13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

16. Additional collateral description:

14. Description of real estate:

SEE EXHIBIT "A" ATTACHED HERETO

15. 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 Estate18. 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

EXHIBIT "A"

DEBTOR: OWEN RENTALS-WEST VILAS, LLC

SECURED PARTY: FANNIE MAE c/o ALLIANT CAPITAL LLC, a Michigan limited liability company

LOCATION OF PERSONAL PROPERTY COLLATERAL LEGAL DESCRIPTION OF PROPERTY

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

A parcel of land situated in the SE 1/4 SE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 5/8 inch iron pin on the West right of way line of Summers Lane which bears South a distance of 2783.75 feet and West a distance of 30.0 feet from the Southeast corner of the NE 1/4 NE 1/4 of said Section 10, said point also being the Northeast corner of parcel conveyed to A. N. Kelsey, et ux, by Deed Volume 164 page 552, records of Klamath County, Oregon; thence N. 0°21' W., along the West line of Summers Lane, a distance of 60.0 feet to a 5/8 inch iron pin; thence West, at right angles to Summers Lane, a distance of 235.0 feet to a point; thence North a distance of 103.75 feet, more or less, to the South line of "Summers Park"; thence West along said South line a distance of 1055 feet, more or less, to the West line of the E 1/2 SE 1/4 of said Section 10; thence South along said line a distance of 501.25 feet, more or less, to the Northwest corner of "Mazama Gardens"; thence N. 89°52' E. along the North line of Mazama Gardens a distance of 1096.44 feet to the Southwest corner of parcel described in Volume M85 page 6810, Deed records of Klamath County, Oregon; thence N. 0°21' W. along the West line of last mentioned parcel to the South line of parcel conveyed by Bula N. Kelsey to Jack Mulkey, et ux, by Volume M73 page 16495, Deed records of Klamath County, Oregon; thence N. 89°44'55" W. along the South line of said parcel a distance of 107.5 feet to the Southwest corner thereof; thence N. 0°14' E. a distance of 99.78 feet to the Northwest corner of said parcel; thence N. 89°39' E., along the North line of said parcel a distance of 306.47 feet to the point of beginning.

PROPERTY ADDRESS: 4200 SUMMERS LANE, KLAMATH FALLS, OREGON 97603

SAID PROPERTY IS IDENTIFIED BY ASSESSOR'S PARCEL NUMBER(S): R546653 and R546671 and R546662

EXHIBIT "B"

DEBTOR: OWEN RENTALS-WEST VILAS, LLC

SECURED PARTY: **FANNIE MAE** c/o Alliant Capital LLC, a Michigan limited liability company. This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibits A and C attached hereto (the "Land"), including any future replacements and additions (the "Improvements"). Improvements include Manufactured Homes now or hereafter owned by Borrower (Borrower's Homes), if so categorized by State or local law;
2. **Fixtures.** All property which is so attached to the Land, the Improvements, or the Personality as to constitute a fixture under applicable law, including: 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 disposals, 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 (the "Fixtures");
3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, 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 Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "Personalty"). Personalty includes Manufactured Homes now or hereafter owned by Borrower ("Borrower's Homes"), if so categorized by State or local law. As of this date, the Borrower's Homes are those listed in Exhibit C annexed hereto;
4. **Other Rights.** 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 Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "Other Rights");
5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personality or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");
7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");
8. **Other Proceeds.** 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 (the "Other Proceeds");
9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "Rents");
10. **Leases.** 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 Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");
13. **Refunds or Rebates.** All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);
14. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any Lease;
15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property; and

EXHIBIT C

_____	_____	_____	_____	_____	_____
New/Used	Year	Manufacturer's Name	Model Name and Model No.	Manufacturer's Serial No.	Length x Width
<input type="checkbox"/>	No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____		
<input type="checkbox"/>	Certificate of Title No. _____		State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
Lot #	Street		City	County	State Zip Code

_____	_____	_____	_____	_____	_____
New/Used	Year	Manufacturer's Name	Model Name and Model No.	Manufacturer's Serial No.	Length x Width
<input type="checkbox"/>	No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____		
<input type="checkbox"/>	Certificate of Title No. _____		State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
Lot #	Street		City	County	State Zip Code

_____	_____	_____	_____	_____	_____
New/Used	Year	Manufacturer's Name	Model Name and Model No.	Manufacturer's Serial No.	Length x Width
<input type="checkbox"/>	No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____		
<input type="checkbox"/>	Certificate of Title No. _____		State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
Lot #	Street		City	County	State Zip Code

_____	_____	_____	_____	_____	_____
New/Used	Year	Manufacturer's Name	Model Name and Model No.	Manufacturer's Serial No.	Length x Width
<input type="checkbox"/>	No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____		
<input type="checkbox"/>	Certificate of Title No. _____		State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
Lot #	Street		City	County	State Zip Code