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2014-008605

Klamath County, Oregon

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Fee: \$62.00

## UCC FINANCING STATEMENT

## FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER [optional]

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ferguson, Braswell & Fraser, PC  
2500 N. Dallas Parkway, Suite 501  
Plano, Texas 75093

Attn: Jeffrey T. Libby, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME — Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

Klamath Falls MOB, LP

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

5910 North Central Expressway, Suite 1000 Dallas

CITY

STATE

TX

POSTAL CODE

75206

COUNTRY

USA

2. DEBTOR'S NAME — Provide only one debtor name (2a or 2b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

Community Trust Bank

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

9456 Highway 121

CITY

Frisco

STATE

TX

POSTAL CODE

75035

COUNTRY

USA

4. COLLATERAL: This financing statement covers the following collateral:

See Attached Exhibit "A" and Addendum 1.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6. Check only if applicable and check only one box:

☐ Public-Finance Transaction☐ A Debtor is a Transmitting Utility

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

Fixtures - Klamath County, OR

F. 67.00

## UCC FINANCING STATEMENT ADDENDUM

### FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Klamath Falls MOB, LP

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ Is filed as a fixture filing

15. Name and address of a RECORD OWNER of above-described real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Addendum "1"

17. MISCELLANEOUS:

## EXHIBIT "A"

1. As used in this Financing Statement, the term "Property" means (a) the real estate (herein referred to as the "Land") described in Addendum "1" which is attached hereto and incorporated herein by reference; (b) all buildings, structures, fixtures and improvements now or hereafter situated or to be situated on the Land (herein together referred to as the "Improvements"); and (c) all right, title and interest of Debtor in and to (i) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (ii) any strips or gores between the Land and abutting or adjacent properties; and (iii) all water and water rights, timber, crops and mineral interests pertaining to the Land.

2. This Financing Statement covers all Fixtures, Personalty, Leases, Rents and Plans (collectively, the "Collateral").

3. "Fixtures" shall mean all materials, supplies, equipment, apparatus and other items owned by Debtor now or hereafter attached to, installed in or used (temporarily or permanently) in connection with any of the Improvements or the Land, and all renewals, replacements, and substitutions thereof and additions thereto, including, but not limited to, any and all partitions, doors, ducts, shafts, pipes, radiators, conduits, wiring, wall coverings, windows, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, stokers, pumps, dynamos, transformers, generators, fans, blowers, vents, switchboards, elevators, mail conveyors, escalators, compressors, furnaces, cleaning equipment, call and sprinkler systems, fire extinguishing apparatus, tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling systems, water, gas and electric equipment, sewer, lighting, communication systems, security and alarm systems, disposals, dishwashers, washers, dryers, refrigerators and ranges, cafeteria equipment, and recreational equipment and facilities of all kinds, and all accessories, replacements and substitutions therefor and the proceeds and products thereof.

4. "Personalty" shall mean all of the right, title and interest of Debtor in and to all personal property (other than the Fixtures) of any kind now owned or hereafter acquired by Debtor (or Debtor's legal representatives, successors or assigns) which is now or hereafter located upon, within or about, or which is obtained, used or useful in connection with, the Land and the Improvements, or used in or necessary to the complete and proper planning, development, construction, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, including, but not limited to, (a) all furniture, furnishings, equipment, machinery, building and construction materials, goods, general intangibles (including trademarks, trade names and symbols used in connection with the Improvements), notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land, or the Improvements, or the Fixtures or the Personalty, funds, monies, accounts, instruments, documents, contract rights, plans and specifications for the Improvements, contracts and subcontracts relating to the Improvements, deposits (including tenants' security deposits, deposits with respect to utility services to the Land, the Improvements, the Fixtures or the Personalty or any part thereof, and any deposits or reserves for taxes or insurance), decorative items, art objects, permits, licenses, franchises, certificates and inventory; (b) all proceeds arising

from or by virtue of the sale, lease, or other disposition of any or all of the Property, including all leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Land, the Improvements, the Fixtures or the Personalty (without in any way consenting hereto to such disposition); (c) all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Property; (d) all proceeds arising from the taking of all or a part of the Property or any rights appurtenant thereto, including change of grade of streets, curb cuts, or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; (e) all other interest of every kind and character which Debtor now has or at anytime hereafter acquires in and to the Land, Improvements and personal property described herein and all other property which is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such Land, Improvements, personal property and other property; and (f) all accessories, replacements and substitutions therefor and the proceeds and products thereof.

5. "Leases" shall mean all leases (including, oil, gas and other mineral leases), subleases, licenses, concessions, contracts or other agreements (written or oral, now or hereafter in effect) which grant a possessory interest in and to, or the right to use, any portion of the Property, or which relate to the use or construction of the Improvements.

6. "Rents" shall mean all consideration, whether money or otherwise, paid or payable for the use or occupancy of the Property, including, but not limited to, the proceeds of all hydrocarbons or other minerals produced from the Property and all delay rentals and bonuses from any oil, gas or other mineral lease.

7. "Plans" shall mean the plans and specifications, relating to construction of the improvements, prepared by the architect, and any and all amendments thereto, which are more fully defined in and provided for in that certain Loan Agreement ("Loan Agreement"), of even date herewith, by and between Debtor and Security Party.

8. This Financing Statement relates to that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement of even date herewith, executed by Debtor to Chris Jamison, Trustee, covering the Property and the Collateral and securing that certain Promissory Note, of even date herewith, executed by Debtor and payable to the order of Secured Party in the principal amount therein stated.

ADDENDUM "1"

(Legal Description)

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

A tract of land situated in the unplatted portion of Williams Addition to the City of Klamath Falls, Oregon, and further described as follows:

Beginning at a point which is South  $89^{\circ}18'$  East, 332.2 feet along the North line of Main Street in said City from the Southeast corner of Lot 8, Block 5 of said Williams Addition to Klamath Falls, Oregon; thence North  $0^{\circ}42'$  East, 305.20 feet, more or less, to a point on the Southerly line of the alley; thence Southeasterly along said Southerly line of the alley, which is the arc of a  $3^{\circ}20'$  curve to the left, 161.6 feet, more or less, to a point situated on a line running North  $0^{\circ}42'$  East from a point 150.0 feet Easterly along said North line of Main Street from the point of beginning; thence South  $0^{\circ}42'$  West along said last mentioned line 254.5 feet, more or less, to the said North line of Main Street; thence North  $89^{\circ}18'$  West along said North line of Main Street 150.0 feet to the point of beginning.

ALSO that portion of alley vacated by Ordinance #5008 in Deed Volume 301 at Page 204 which inures to above described parcel.