

2016-005251

Klamath County, Oregon



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Fee: \$62.00

UCC FINANCING STATEMENT**FOLLOW INSTRUCTIONS**

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

Lori Richardson 316-268-7465

B. E-MAIL CONTACT AT FILER [optional]

lrichardson@fidelitybank.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Fidelity Bank
Attn: Lori Richardson
100 E. English
Wichita, KS 67202

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 PROFESSIONAL PROPERTIES, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

400 108th Ave., NE Suite 209

CITY

Bellevue

STATE

WA

POSTAL CODE

98004

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

Fidelity Bank

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

100 E. English

CITY

Wichita

STATE

KS

POSTAL CODE

67202

COUNTRY

USA

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

See attached.

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

Klamath County, OR - 1710036544

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 PROFESSIONAL PROPERTIES, LLC

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):

See attached

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:

17. MISCELLANEOUS:

SCHEDULE 1

FINANCING STATEMENT (CONTINUED)

Debtor: KLAMATH PROFESSIONAL PROPERTIES, LLC, an Oregon limited liability company

Item No. 4:

The collateral includes all of the right, title and interest of Debtor in, to and under:

1. All fixtures, equipment, landscaping, and articles of property now or hereafter attached to, or used or adapted for use in the operation of buildings, structures, improvements, and parking areas located on the real estate (herein the "**Premises**") described in Exhibit A, including but without being limited to, all heating, air conditioning, lighting, and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph 1 shall be referred to as the "**Improvements**" and shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold of the Premises.

2. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (a) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (b) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever.

3. Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party with respect to the Premises, Improvements and other collateral described herein, and refunds or rebates of taxes or assessments on the Premises.

4. All written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "**Leases**") now

or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding.

5. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements

6. All contracts, deposits, bank accounts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees.

7. All books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein.

8. All additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein, including but not limited to lease and real-estate proceeds and other amounts relating to the use, disposition, or sale of the collateral described herein which proceeds or other amounts are characterized as general intangibles.

All of the foregoing described collateral is exclusive of any goods, inventory, equipment, furniture, furnishings, trade fixtures, and other personal property owned or supplied by tenants of the Premises.

FURTHER ENCUMBRANCE OF THE ABOVE COLLATERAL IS PROHIBITED.

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Leasehold estate under that certain Ground Lease, a memorandum of which was recorded October 11, 2007, as Instrument No. 2007-17667, situated upon a tract of land situated in the SW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of vacated Block 6, McLoughlin Heights Subdivision, according to the official plat map thereof on file in the office of the Klamath County Clerk, more particularly described as follows:

Commencing at a 5/8" rebar monument marking the intersection of the centerline of vacated Foothill Boulevard and the East line of said SW 1/4 of the NE 1/4, said line also being the East line of said McLoughlin Heights; thence South 32° 41' 55" West, 95.20 feet to the True Point of Beginning of this description, said point being the Northwest corner of the medical office building known as the "3000 Building"; thence following the exterior walls and the exterior edge of the front awning the following courses: South 32° 47' 24" West, 58.50 feet; thence South 57° 12' 36" East 18.00 feet; thence South 32° 47' 24" West, 53.50 feet; thence North 57° 12' 36" West, 76.00 feet; North 32° 47' 24" East, 53.00 feet; thence North 57° 12' 36" West, 53.00 feet; North 32° 47' 24" East, 30.00 feet; thence South 57° 12' 36" East, 71.00 feet; North 32° 47' 24" East, 29.00 feet; thence 57° 12' 36" East, 40.00 feet to the Point of Beginning. Bearings are based on record of Survey No. 6692.

Which tract of land is a portion of the following described real property:

Parcel 3 of Land Partition 92-06, according to the official plat thereof on file in the records of Klamath County, Oregon, being a portion of vacated Lots 1 through 22 of Block 6 of McLoughlin Heights and a portion of the Southerly half of vacated Foothill Boulevard situated in the Southwest quarter of the Northeast quarter of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for ingress and egress as described in instrument recorded June 8, 2001 in Book M01 on Page 27242, Records of Klamath County, Oregon.

TOGETHER WITH an easement for ingress and egress as described in instrument recorded March 23, 2007 in Book 2007 on Page 5326, Records of Klamath County, Oregon.

CODE 001 MAP 3809-020AC TL 01102 KEY #8941555