

2020-009653

Klamath County, Oregon

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Fee: \$127.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px;"> GERSON LAW FIRM APC 9255 Towne Centre Drive, Suite 300 San Diego, CA 92121 GLF File No. 6350.562 </div>

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 MAXMA, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3036 Front Street				
	CITY Klamath Falls	STATE OR	POSTAL CODE 97601	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 2 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 FANNIE MAE c/o ARBOR COMMERCIAL FUNDING I, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 333 Earle Ovington Boulevard, Suite 900				
	CITY Uniondale	STATE NY	POSTAL CODE 11553	COUNTRY USA

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

SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LOCATION AND DESCRIPTION OF COLLATERAL.

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

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

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

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

☐ Agricultural Lien ☐ Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

Town and Country Mobile Estates

Klamath County, Oregon

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

MAXMA, 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

ARBOR COMMERCIAL FUNDING I, LLC

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

333 Earle Ovington Boulevard, Suite 900

CITY

Uniondale

STATE

NY

POSTAL CODE

11553

COUNTRY

USA

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 real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See EXHIBIT A attached hereto.

17. MISCELLANEOUS:

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DEBTOR: MAXMA, LLC
3036 FRONT STREET
KLAMATH FALLS, OREGON 97601

SECURED PARTY ASSIGNOR: ARBOR COMMERCIAL FUNDING I, LLC
333 EARLE OVINGTON BOULEVARD, SUITE 900
UNIONDALE, NEW YORK 11553

SECURED PARTY ASSIGNEE: FANNIE MAE
C/O ARBOR COMMERCIAL FUNDING I, LLC
333 EARLE OVINGTON BOULEVARD, SUITE 900
UNIONDALE, NEW YORK 11553

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 B attached hereto (the "**Property**"), including any future replacements, facilities, and additions and other construction on the Property (the "**Improvements**"). Improvements include Manufactured Homes now or hereafter owned by Debtor ("**Debtor's Homes**"), if so categorized by State or local law. As of this date, the Debtor's Homes are those listed in Exhibit B attached hereto;

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the "**Goods**");

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "**Fixtures**") under the laws of the jurisdiction in which the Property is located (the "**Property Jurisdiction**");

4. Personality.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the "**Personalty**"). Personalty includes Debtor's Homes, if so categorized by State or local law;

5. 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 Property 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;

6. Insurance Proceeds.

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a "**Condemnation Action**"), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of the Fixtures, the Personalty, or any part of the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), 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 all tenant security deposits (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 Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "**Security Instrument**") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including 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 Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party 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 Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "**Impositions**");

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. Names.

All names under or by which any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DESCRIPTION OF THE PROPERTY

PARCEL 1:

A portion of the SE1/4 of the NW1/4, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 1/2 inch iron pin which bears North 88° 59' 04" East 905.0 feet and North 0° 35' West 322.88 feet from the iron pin marking the Southwest corner of said SE1/4 of the NW1/4, said beginning point being the Northeast corner of parcel conveyed by Harry R. Waggoner to Wayne N. Horton by deed recorded in Volume M77, page 1215, Microfilm Records of Klamath County, Oregon; thence North 88° 35' West along the North line of last-mentioned parcel, 122.52 feet to a P.K. nail; thence South 45 degrees 25' West 27.79 feet to a P.K. nail; thence North 0° 35' West 62.0 feet to a 1/2 inch iron pin; thence South 88° 35' East 74.51 feet to a 1/2 inch iron pin; thence North 0°35' West 155.0 feet to a point; thence North 89 degrees 25' East 68.0 feet to a point; thence South 0 degrees 35' East 222.12 feet, more or less, to the point of beginning.

PARCEL 2

Beginning at an iron pin which bears South 88 degrees 05' West 20.4 feet and North 0° 59' West 560 feet and South 89 degrees 25' West 245.5 feet from the iron pin which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 89° 25' West, parallel with the most Southerly line of Pleasant Home Tracts, 300 feet to a point; thence North 0° 35' West 157.6 feet, more or less, to a point on the South line of Lot 6, Pleasant Homes Tracts; thence North 89° 25' East along said Southerly line of Pleasant Home Tracts, 300 feet; thence South 0° 59' East, parallel with the center line of Wiard Street, 157.6 feet, more or less, to the point of beginning.

PARCEL 3

The Southerly 97.7 feet of Lot 6, Pleasant Home Tracts, LESS AND EXCEPTING the West 12 feet thereof, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 4

Lot 3, PLEASANT HOME TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 5

A portion of the SE1/4 of the NW1/4, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 3/4 inch iron pipe on the North line of said SE1/4 of the NW1/4 which bears North 89° 24' 30" East 660.2 feet from the iron axle marking the Southwest corner of Lot 82, Pleasant Home Tracts; thence South 0° 35' East 1020.2 feet to a concrete nail set 0.2 feet South of a pipe fence post; thence South 89° 30' 55" East 82.5 feet to a point; thence South 0° 35' East 279.46 feet to a point on the Northerly right of way line of South Sixth Street as now located and constructed; thence North 88° 59' 04" East, along said right of way line, 20.0 feet to a point; thence North 0° 35' West 330.93 feet to a 1/2 inch iron pin; thence South 88° 35' East 74.51 feet to a 1/2 inch iron pin; thence North 0° 35' West 449.3 feet, more or less, to a point which is 97.7 feet North of the South line of Lot 6, Pleasant home Tracts; thence South 89° 25' West 12.0 feet to a point on the West line of said Lot 6, Pleasant Home Tracts; thence North 0 degrees 35' West 519.83 feet, more or less, to the North line of said SE1/4 of the NW1/4; thence South 89° 24' 30" West along said North line, 165.0 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM all that portion conveyed to the State of Oregon by and through its Department of Transportation, recorded February 22, 2013 in Instrument No. 2013-001990

**EXHIBIT B
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DEBTOR'S HOMES

New or Used	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Used
Year	1976	
Manufacturer's Name	Statler	
Model Name		
Model Number		
Manufacturer's Serial Number	661PS7014C2S5239	
Length and Width	Length 66'	Width 14'
Manufacturer's Certificate of Origin Date		
Lot Number	#13	
Street Address	4741 S 6 th Street	
City	Klamath Falls	
County	Klamath	
State	Oregon	
Zip Code	97603	
Certificate of Title Issued	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Certificate of Title Number		
State of Issuance		
Certificate of Title Attached	<input type="checkbox"/> Copy	<input type="checkbox"/> Original

New or Used	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Used
Year	1972	
Manufacturer's Name	Acameda	
Model Name		
Model Number		
Manufacturer's Serial Number	A1237F	
Length and Width	Length 60'	Width 12'
Manufacturer's Certificate of Origin Date		
Lot Number	#4	
Street Address	4741 S 6 th Street	
City	Klamath Falls	
County	Klamath	
State	Oregon	
Zip Code	97603	
Certificate of Title Issued	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Certificate of Title Number		
State of Issuance		
Certificate of Title Attached	<input type="checkbox"/> Copy	<input type="checkbox"/> Original

Exhibit B to Schedule A to UCC Financing
Statement (Manufactured Housing
Community)

Fannie Mae

Form 6434
12-17

Page B-1
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New or Used	New	X Used
Year	1975	
Manufacturer's Name	Homette	
Model Name		
Model Number		
Manufacturer's Serial Number	039504405	
Length and Width	Length 66'	Width 14'
Manufacturer's Certificate of Origin Date		
Lot Number	#22	
Street Address	4741 S 6th Street	
City	Klamath Falls	
County	Klamath	
State	Oregon	
Zip Code	97603	
Certificate of Title Issued	Yes	X No
Certificate of Title Number		
State of Issuance		
Certificate of Title Attached	Copy	Original

New or Used	New	X Used
Year	1979	
Manufacturer's Name	Homette	
Model Name		
Model Number		
Manufacturer's Serial Number	03950526N	
Length and Width	Length 60'	Width 14'
Manufacturer's Certificate of Origin Date		
Lot Number	#40	
Street Address	4741 S 6th Street	
City	Klamath Falls	
County	Klamath	
State	Oregon	
Zip Code	97603	
Certificate of Title Issued	Yes	X No
Certificate of Title Number		
State of Issuance		
Certificate of Title Attached	Copy	Original