

2023-003279

Klamath County, Oregon

05/01/2023 01:06:01 PM

Fee: \$112.00

## FOLLOW INSTRUCTIONS UCC Financing Statement

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> <b>Matthew W. Campbell (812) 407- 4523</b>
<b>B. E-MAIL CONTACT AT FILER (optional)</b> <b>Matthew.Campbell@dinsmore.com</b>
<b>C. SEND ACKNOWLEDGEMENT TO: (Name and Address)</b> <b>Matthew W. Campbell</b> <b>Dinsmore &amp; Shohl LLP</b> <b>400 W. Seventh Street, Suite 102</b> <b>Bloomington, Indiana 47404</b>

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).

<b>1A. ORGANIZATION'S NAME</b> <b>PACIFIC LIVING CENTERS SOUTHWEST, LLC</b>				
OR				
<b>1B. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>1C MAILING ADDRESS</b> <b>25260 SW PARKWAY AVE, STE B</b>		<b>CITY</b> <b>WILSONVILLE</b>	<b>STATE</b> <b>OR</b>	<b>POSTAL CODE</b> <b>97070</b>
				<b>COUNTRY</b> <b>USA</b>

2. **ADDITIONAL DEBTOR'S EXACT FULL LEGAL 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).

<b>2A. ORGANIZATION'S NAME</b>				
OR				
<b>2B. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>2C MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
				<b>COUNTRY</b>

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

<b>3A. ORGANIZATION'S NAME</b> <b>MERCHANTS BANK OF INDIANA</b>				
OR				
<b>3B. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>3C MAILING ADDRESS</b> <b>410 MONON BOULEVARD, 2<sup>nd</sup> FLOOR</b>		<b>CITY</b> <b>CARMEL</b>	<b>STATE</b> <b>IN</b>	<b>POSTAL CODE</b> <b>46032</b>
				<b>COUNTRY</b> <b>USA</b>

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

See UCC Financing Statement Addendum, Extension Sheet and Exhibit "A" attached hereto and by reference incorporated herein.

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 Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

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

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

8. **OPTIONAL FILER REFERENCE DATA**

**KLAMATH COUNTY, OREGON (KLAMATH FALLS)(405463-109)**

## 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

**PACIFIC LIVING CENTERS SOUTHWEST, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10. **ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME:** Provide only one additional Debtor name (10a or 10b) 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 Debtor's name.) Enter mailing address in line 10c.

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ **ADDITIONAL SECURED PARTY'S NAME** or ☐

**ASSIGNOR S/P'S NAME** – insert only one secured party 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] [for recorded] in the REAL ESTATE RECORDS (if applicable)

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

14. This FINANCING STATEMENT:

☐ Covers timer to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Description of real estate:

**See Extension Sheet and Exhibit "A" attached hereto and by reference incorporated herein.**

17. **MISCELLANEOUS:**

### **UCC FINANCING STATEMENT EXTENSION SHEET**

This Financing Statement relates to an obligation secured by both a deed of trust upon real estate filed for record in the County Clerk's Office of Klamath County, Oregon and a security interest in personal property collateral and fixtures.

This Financing Statement covers fixtures and is to be indexed in the real estate records of the County in which the real estate is situated and indexed in the UCC Records.

**This Financing Statement covers the following types or items of property:**

All estates, rights, title and interest which Debtor now has or may later acquire in and to the following properties, rights and interests:

- A. All buildings, structures, improvements and fixtures (including but not limited to all lighting fixtures and mechanical equipment) now or hereafter erected or placed in or upon the real estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (the "**Real Estate**") or now or hereafter attached to or used in connection with the Real Estate to the extent such items may be considered part of the Real Estate under applicable law;
- B. All tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto now or hereafter attaching and belonging, or in any way appertaining to the Real Estate, including without limitation (i) all surface and subsurface soils, (ii) all minerals, elements, oil, gas, and other commercially valuable substances which may be in, under or produced from any part of the Real Estate, (iii) all air rights, and (iv) all water and water rights;
- C. All rents, issues, profits, income, cash, proceeds, accounts, accounts receivable, instruments, letter of credit rights, insurance proceeds, deposit and other accounts, contract rights and general intangibles arising of or from the Real Estate or the improvements from time to time located thereon (the Real Estate and the improvements from time to time located thereon and the interests, estates and other rights and claims described in paragraphs A through C are hereinafter collectively are referred to as the "**Premises**"), including but not limited to the rents, income and profits arising from the operation of any business and all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in any hotel, motel, or other lodging properties located on the Real Estate (funds obtained as such rents, income, profits, fees, charges, accounts or other payments and held in any reserve, account or credit balance shall retain the character of such rents, income, profits, fees, charges, accounts or other payments);
- D. All leases, subleases, subtenancies, licenses, occupancy agreements and other agreements for the leasing, use, occupancy or enjoyment of any portion or all of the Premises now or hereafter existing, and all amendments, renewals and extensions thereof (hereinafter collectively referred to as the "**Leases**");
- E. All present and future guaranties of the performance of any lessee under any of the Leases and all letters of credit issued, and all other collateral granted, as security for the obligations of any tenant arising under or in connection with any of the Leases;

- F. All monies, deposit accounts, furniture, equipment, inventory, fixtures, accounts, accounts receivable, chattel paper, documents, investment property, trademarks and all trade name agreements, logos, licenses, instruments, contract rights, insurance proceeds, commercial tort claims, franchise agreements, software, letter of credit rights, and general intangibles (including payment intangibles) in which Debtor now or hereafter has an interest, individually or with others, and which are located upon, used in connection with, related to or arising out of the Premises, and all additions, accessions and accretions to, replacements and substitutions for, products of and proceeds from any of the foregoing;
- G. All insurance policies relating to the Premises and all claims and rights to payment of proceeds and other sums payable thereunder or in connection therewith;
- H. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Premises, including any awards for damages sustained to the Premises, for a temporary taking, change of grade of streets or taking of access;
- I. All present and future deposits and revenues relating to the Premises, including without limitation security deposits, replacement revenue escrows, tax and insurance escrows and working capital reserves or escrows, and all funds of Debtor from time to time on deposit with Lender;
- J. All present and future building permits, operating permits, variances, licenses, governmental permits and approvals, utility permits, certificates of occupancy, and other permits, approvals and authorizations now or hereafter issued in connection with and the development, construction, equipping, maintenance or operation of the Premises;
- K. All present and future contracts or agreements relating to the design, development, construction, furnishing, equipping, operation, use or maintenance of the Premises, including without limitation all construction contracts and subcontracts, architectural contracts, engineering contracts and other design contracts and purchase agreements;
- L. All present and future contractor's, subcontractor's and supplier's warranties, guarantees of performance and undertakings with respect to services or materials furnished in connection with the design, development, construction, equipping, operation, use or maintenance of the Premises;
- M. All present and future service and other agreements relating to the operation, management, maintenance and repair of the Premises or the buildings and improvements thereon, whether now owned by Debtor or hereafter acquired or arising, including without limitation any present or future management agreement relating to the management or operation of the Premises;
- N. All present and future plans and specifications, surveys, site plans, soil reports, drawings and papers relating to the Premises and the development, design, construction and equipping of the improvements on the Premises, whether now owned by Debtor or hereafter acquired or arising;

- O. All present and future contracts and agreements providing for financial incentives, grants, tax credits, loans, infrastructure development by third parties or other financial support in connection with the design, development, construction, equipping, operation, use or maintenance of the Premises, including without limitation all tax increment financing agreements, bond financing agreements, tax credit allocations and awards, agreements for payment in lieu of taxes and other governmental project agreements;
- P. All building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Premises, whether now owned by Debtor or hereafter acquired or arising;
- Q. All proceeds and contract rights and payments payable to Debtor under any loan commitment for financing of the Premises;
- R. Any contract or agreement previously or hereafter entered into by Debtor (but specifically excluding any of Debtor's obligations or liabilities arising in connection with in any such contract or agreement) which is an interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement, or other interest or currency exchange rate or commodity price hedging arrangement, including without limitation any contract or agreement relating to a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar hedging arrangement or transaction;
- S. All present and future purchase and sale agreements for the purchase of any portion of the Premises or other property located on the Premises, including without limitation, security deposits, earnest money deposits, association fees or assessments, and related escrows; and
- T. All additions, accessions and accretions to, replacements and substitutions for, products thereof and any and all cash and non-cash proceeds therefrom, which proceeds include but are not limited to (i) any and all types of collateral heretofore described and (ii) any and all types of collateral in which a security interest may be perfected by filing in the County Clerk's Office of Klamath County, Oregon.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

**PARCEL 1**

**LOT 14, OF TRACT 1301, BASIN VIEW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

**PARCEL 2**

**LOT 15 OF TRACT 1301, BASIN VIEW ESTATES,**

**EXCEPTING THEREFROM A TRACT OF LAND BEING A PORTION OF LOT 15 OF TRACT 1301 – BASIN VIEW ESTATES, SITUATED IN THE NORTHEAST QUARTER NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST WM, KLAMATH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15; THENCE NORTH 89° 58' 13" EAST, ALONG THE NORTH LINE OF SAID LOT 15, 38.00 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 55° 19' 33" 144.10 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 15; THENCE 89° 58' 13" WEST, ALONG THE SAID SOUTH LINE OF LOT 15, 154.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE, ALONG THE WEST LINE OF SAID LOT 15, NORTH 00° 00' 40" WEST 63.25 FEET AND NORTH 06° 24' 09" WEST 18.91 FEET TO THE POINT OF BEGINNING, CONTAINING 7825 SQUARE FEET, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF TRACT 1301, BASIN VIEW ESTATES ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.**

**PARCEL 3**

**LOT 16 OF TRACT 1301, BASIN VIEW ESTATES,**

**TOGETHER WITH A TRACT OF LAND BEING A PORTION OF LOT 15 OF TRACT 1301 – BASIN VIEW ESTATES, SITUATED IN THE NORTHEAST QUARTER NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST WM, KLAMATH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15; THENCE NORTH 89° 58' 13" EAST, ALONG THE NORTH LINE OF SAID LOT 15, 38.00 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 55° 19' 33" 144.10 FEET TO A POINT ON THE**

**SOUTH LINE OF SAID LOT 15; THENCE 89° 58' 13" WEST, ALONG THE SAID SOUTH LINE OF LOT 15, 154.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE, ALONG THE WEST LINE OF SAID LOT 15, NORTH 00° 00' 40" WEST 63.25 FEET AND NORTH 06° 24' 09" WEST 18.91 FEET TO THE POINT OF BEGINNING, CONTAINING 7825 SQUARE FEET, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF TRACT 1301, BASIN VIEW ESTATES ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.**