# STATE OF CALIFORNIA UNIFORM COMMERCIAL CODE-FINANCING STATEMENT-FORM UCC-1 (REV. 1/76)

Form No. UCC-1—Rev. 1-76 South Fredena Publishing Company South Pasadena, Calif. 91030

# IMPORTANT—Read instructions on back before filling out form

| This FINANCING STATEMENT is presen  | nted for filing pursuant                             | to the California Un                    | iform Commercial C   | ode.   |
|---|--|---|--|--|
| 1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) GELFAND: HERBERT M.  |  |   | 1A. SOCIAL SECURITY OR FEDERAL TAX NO7210                        |  |
| 1B. MAILING ADDRESS   |  | IC. CITY, STATE                         |  | 1D. ZIP CODE   |
| 9171 Wilshire Blvd., Suite 627  |  | Beverly Hill                            |  | 90210  |
| 2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF   | AN INDIVIDUAL 1                                      |   | 2A. SOCIAL SECURI  | TY OR FEDERAL TAX NO.  |
| 2B. MAILING ADDRESS   |  | 2C. CITY, STATE                         |  | 2D. ZIP CODE   |
| 3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)  |  |   | 3A. FEDERAL TAX N  | IUMBER   |
| 4. SECURED PARTY  |  |   | 4A. SOCIAL SECURITY NO . FEDERAL TAX NO                          |  |
| NAME Deauville Savings and LA<br>MAILING ADDRESS 10100 Santa Monica Blvd  |  | zIP CODE 9006                           |  | 40   |
| 5. ASSIGNEE OF SECURED PARTY (IF ANY)   |  |   |  | NO FEDERAL TAX NO<br>T AND A B A NO  |
| MAILING ADDRESS N/A   |  |   |  |  |
| CITY STATE  |  | ZIP CODE                                |  |  |
| 6. This FINANCING STATEMENT covers the following located and owner of record when require   | y types or items of proped <b>by instruction 4).</b> | erty (include desci                     | ription of real p  | roperty on which   |
| Item 6 continued: For a description hereto and incorp   | of property plea<br>orated herein by                 | ase refer to Ex<br>this reference       | chibit "A" att   | ached  |
|   |  |   | >  |  |
| 7. CHECK PRODUCTS OF COLLATERAL ARE ALSO COVERED  | 7B. DEBTOR (S) SIGNATU INSTRUCTION S(G) I            | TEM:                                    | (4)  |  |
| 8. CHECK DEBTOR IS A "TRANSMIT  | TING UTILITY" IN ACCOR                               | /                                       |  |  |
| 9.  SIGNATURE(5) OF DEBTOR(9)X HERBERT M. CELFAND   | ron hijally  | 10. T                                   | HIS SPACE FOR USE<br>(DATE. TIME. FILE NU<br>AND FILING OFFICER) | OF FILING OFFICER  |
| DEAUVILLE SAVINGS AND LOAN ASSOCIATION SIGNATURE(S) OF SECURED PARTY(IES) BY:  COLLEEN M. (  TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)  11. Return copy to: | M. Cony<br>CORRY, Sr. Mice I                         | 2<br>3<br>4<br>President<br>5<br>6<br>7 | •  | 06378  |
| ADDRESS CITY STATE ZIP CODE  DEAUVILLE SAVINGS AND LOAD 10100 Santa Monica Blvd., Los Angeles, CA 90067 Attn: Izzy Madhani                                    | 5th Floor  | 8<br>9<br>0                             | BOOK 8   | 139 <b>145</b><br>8 <b>6</b> PAGE <b>163</b> 7   |
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Debtor: Herbert M. Gelfand

Secured Party: Deauville Savings and Loan Association

Item No. 6

#### Exhibit "A"

## Description of Property

- (a) All fixtures, furnishings, machines, building service equipment, building materials, supplies and equipment, appliances, and goods of any and every nature whatsoever, and the proceeds, including insurance proceeds, thereof, now or in the future owned by Debtor and now or hereafter located in, or on, or attached or affixed to the real property owned by Debtor described below or any structures or improvements thereon, whether now existing or hereafter erected.
- (b) All general intangibles relating to that real property or the development, operation or use of that real property, including but not limited to all governmental permits relating to construction on that real property and all names under or by which that real property or any present or future improvements on that real property may at any time be operated or known, and all rights to carry on business under any such names, or any variant thereof, and all trademarks relating in any way to that real property, and good will in any way relating to that real property, and the proceeds including, insurance proceeds, thereof.
- (c) All water stock, water, water rights, air rights and development rights relating to that real property. All shares of stock or other evidence of ownership, of any part of the real property that is owned by Debtor in common with others; and all documents of membership in any owners' or members' association having responsibility for managing or operating any part of the real property.
- (d) Debtor's interest in all insurance proceeds and all causes of action, claims, compensation, awards and recoveries for any damage, condemnation or taking of that real property, or for any damage or injury to that real property, or for any loss of diminution in value of that real property.
- (e) All plans and specifications prepared for construction of improvements on that real property and all studies, data and drawings related thereto; the proceeds, including insurance proceeds, of each of the foregoing; and also all contracts and agreements of the Debtor relating to the aforesaid plans and specifications or the aforesaid studies, data and drawing or to the construction of improvements on that real property.

Debtor: Herbert M. Gelfand

Secured Party: Deauville Savings and Loan Association

Item No. 6 (Continued)

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of that certain Deed of Trust, Financing Statement and Security Agreement (With Assignment of Rents) dated August 14, 1986 (the "Deed of Trust") from Debtor to Secured Party encumbering that real property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. hereby stated intention of the Debtor and Secured Party is that everything used in connection with the production of income from that real property or adapted for use therein, is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as, real property and part of the real property encumbered by such Deed of Trust, irrespective of whether or not the same is physically attached to the improvements thereon. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of the Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivisions or entity of the Federal Government, be filed in the Commercial Code records.

The real property described above is located in Douglas County, Nevada, includes all appurtenances and all buildings, structures, improvements and fixtures now or in the future located thereon and is and more particularly described in Exhibit A-1 attached hereto and by this reference incorporated with the same force and effect as if set forth in full herein.

All those certain lots, pieces or parcels of land situate in the County of Douglas, State of Nevada, described as follows:

### PARCEL NO. 1:

Being a portion of the South one-half of Section 22, Township 13 North, Range 18 East, M.D.B. & M., described as follows:

COMMENCING at the Section corner common to Sections 22, 23,26 and 27 of said Township and Range; thence South 60°13' West, a distance of 127.20 feet; thence North 61° West, a distance of 1340.20 feet to the most Easterly corner of the Nevada State Farm Bureau property as described in the deed recorded January 7, 1954, in Book B-1 of Deeds, at Page 14, Douglas County, Nevada, cecords, being also the Southwesterly corner of the property shown on the map of Oliver Park, as filed on February 2, 1959, in the office of the County Recorder of Douglas County, Nevada; thence North along the Easterly line of said Farm Bureau property, a distance of 300.00 feet to an angle point, and being the Northwesterly corner of Lot 16, in Block 3, as shown on the map of Oliver Park; thence continuing along the Northeasterly and Mortherly lines of said Farm Bureau property, and the Southerly line of the property conveyed to Tahoe Village Properties, Inc., by Deed recorded August 19, 1955, in Book L-1 of Deeds, at Page 417, Douglas County, Nevada, records, North 32°20'40" West, a distance of 362.80 feet; thence continuing along the line common to said properties North 60°40'41" West, a distance of 648.68 feet, to the Southwesterly corner of the property conveyed to R.D. Keillor, et al, by Deed recorded April 16, 1963, in Book 16 of Official Records, at Page 695, Douglas County, Nevada, records; the True Point of Beginning; thence from the True Point of Beginning, North 60°40'53" West, a listance of 1744.33 feet; thence North 81°12'08" West, a distance of 399.40 leet to the Southwesterly corner of the property conveyed to Tahoe Village roperties, Inc. as above referred to; thence North 217.00 feet along the West line of said property; thence North 86°55'13" East along the Northerly tine of said property, a distance of 561.96 feet; thence continuing along said Northerly line, South 61°11'11" East, a distance of 1747.00 feet, to point from which the Point of Beginning bears South 28°48'49" West; thence outh 28°48'49" West, along the Northerly extension of the Westerly line of the property conveyed to R.D. Keillor, et al, as above referred to and the lesterly line thereof, a distance of 365.71 feet to the True Point of Seginning.

1.P.N. 7-090-01

#### 'ARCEL NO. 2:

BEGINNING at a point on the Meander line of Lake Tahoe, which point is the Bouthwest corner of Lot 2, of Section 22, Township 13 North, Range 18 East, 1.D.B.&M., thence East 509.52 feet along the quarter Section line to the West ne-sixteenth corner; thence South along the one-sixteenth line 217.00 feet; thence North 89°11'30" West, 457.06 feet to a point on the Meander line, which soint is South 14° East 217.00 feet from the Point of Beginning; thence North 4° West 217.00 feet to the Point of Beginning.

.P.N. 7-090-05

'ogether with all rights as a riparian owner as set forth in Nevada Revised tatutes 321.595.

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