



LIEN NO. 93896430

CYPRESS HILLS APARTM

UCC

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)
 COGENCYGLOBAL® 698 12th ST SE, SUITE 200 SALEM, OR 97301

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				
Cypress Hills Apartments LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS				
c/o Chrisman Development, Inc., 200 East Main Street		CITY	STATE	POSTAL CODE
		Enterprise	OR	97828
				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
				USA

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				
Zions Bancorporation, National Association, as bond trustee				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS				
1211 S.W. Fifth Avenue, Suite 1250		CITY	STATE	POSTAL CODE
		Portland	OR	97204
				COUNTRY
				USA

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

See attached Schedule 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/Licenser

8. OPTIONAL FILER REFERENCE DATA

**SCHEDULE 1 TO UCC-1
FINANCING STATEMENT**

Debtor: Cypress Hills Apartments LLC

Secured Party: Zions Bancorporation, National Association, as beneficiary and bond trustee for the benefit of Umpqua Bank and the other bondholders under a Trust Indenture dated as of June 1, 2024 (the "Trust Indenture"), between Zions Bancorporation, National Association, and the State of Oregon, acting by and through its Treasurer and the Oregon Housing and Community Services Department

This Financing Statement covers the following collateral:

All of Debtor's right and title to and interest in all tangible personal property now or hereafter owned or leased by Debtor and now or at any time hereafter located on or at that certain real property in Hood River County, Oregon, described on Exhibit A attached hereto and by this reference incorporated herein (the "Property") or used in connection therewith, including, but not limited to, all construction and building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance, and all other equipment of every kind), lobby and all other indoor and outdoor furniture, rugs, carpets, and other floor coverings, all inventory related to the operation of the Property and any business operated thereon by Debtor, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and building maintenance and other supplies and all proceeds thereof;

Together With all of Debtor's right and title to and interest in the funds deposited pursuant to the Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of June 13, 2024, by Debtor in favor of First American Title Insurance Company for the benefit of Secured Party and the State of Oregon, and all other funds deposited with Beneficiary pursuant to the Trust Indenture; provided, however, Secured Party will not require any RD Funds to be deposited with Secured Party;

Together With all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, that Debtor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

Together With all of Debtor's right and title to and interest in any and all existing and future leases (including subleases), whether written or oral, rental agreements and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof,

upon all or relating to any part of the Property (hereinafter collectively referred to as the "Leases") and any and all guaranties of a tenant's performance under any and all of the Leases;

Together With the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now due or which may become due or to which Debtor may now or hereafter (including any income of any nature coming due during any redemption period) become entitled to or may make demand or claim for, arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not limited to, minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents and liquidated damages following default in any Lease, all accounts receivable, instruments, and general intangibles related to the operation of the Property and any business operated thereon by Debtor and all proceeds thereof, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Debtor may have against any tenant under the Leases or any subtenants or occupants of the Property, excepting therefrom (a) any sums which by the express provisions of any of the Leases are payable directly to any governmental authority or to any other person, firm or corporation other than the landlord under the Leases, (b) any proceeds of the RD Loans, and (c) any payments from RD to Grantor made pursuant to the Title V of the Housing Act of 1949, as amended, for the benefit of the Project, as set forth in the RD Loan Documents or an RD Contract.

Together With all of Debtor's interest in all contracts and general intangibles relating to the Property or the construction or rehabilitation of improvements thereon, including without limitation any and all construction contracts, architect contracts and plans and specifications created thereunder, development contracts, and property management contracts, excepting therefrom all RD Contracts;

Together With all additions, accessions, replacements, substitutions, proceeds, and products of the Property and related collateral described herein; and

Together With all books and records pertaining to any and all of the Property and related collateral, including records relating to tenants under any Leases and the qualifications of such tenants and any certificates, vouchers, and other documents in any way related thereto and records relating to the application and allocation of any federal, state, or local tax credits or benefits, and including computer-readable memory and any computer hardware or software necessary to access and process such memory.

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EXHIBIT A
TO SCHEDULE 1
TO UCC-1 FINANCING STATEMENT

Legal Description

PARCEL 1; LOT. 2, 3, 4, AND 5, BLOCK 2, RIVERVIEW ADDITION TO CASCADE LOCKS, IN THE CITY OF CASCADE LOCKS, COUNTY OF HOOD RIVER AND STATE OF OREGON.

PARCEL 2: LOTS 5 AND 6, BLOCK 3, RIVERVIEW ADDITION TO CASCADE LOCKS, IN THE CITY OF CASCADE LOCKS, COUNTY OF HOOD RIVER AND STATE OF OREGON.

PARCEL 3: THE SOUTHERLY 10 FEET OF LOT 4, BLOCK 3, RIVERVIEW ADDITION TO CASCADE LOCKS, IN THE CITY OF CASCADE LOCKS, COUNTY OF HOOD RIVER AND STATE OF OREGON.

The property is also described as follows:

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 3 OF THE PLAT OF RIVERVIEW ADDITION TO CASCADE LOCKS OREGON, ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF LEWIS STREET (25.00 FEET FROM CENTERLINE); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°25'21" WEST 127.63 FEET TO THE EAST RIGHT-OF-WAY LINE OF CLARK STREET (25.00 FEET FROM CENTERLINE); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 12°02'25" WEST 176.71 FEET TO THE SOUTH LINE OF MICROFILM NUMBER 91-2415; THENCE ALONG SAID SOUTH LINE NORTH 77°57'35" EAST 124.79 FEET TO THE WEST LINE OF MICROFILM NUMBER 2019-03706; THENCE ALONG SAID WEST LINE AND ALONG THE WEST LINE OF PARCEL 1 OF PARTITION PLAT NUMBER 200203-P SOUTH 11°58'26" EAST 204.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 2 OF THE PLAT OF RIVERVIEW ADDITION TO CASCADE LOCKS OREGON, ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF LEWIS STREET (25.00 FEET FROM CENTERLINE) AND NORTH 89°25'21" WEST 178.87 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°25'21" WEST 233.96 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID ROAD (25.00 FEET FROM CENTERLINE); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 15°07'48" WEST 169.78 FEET TO THE SOUTH LINE OF LOT 1, BLOCK 2 OF SAID PLAT; THENCE ALONG SAID SOUTH LINE NORTH 77°57'35" EAST 127.46 FEET TO THE WEST LINE OF LOT 6, BLOCK 2 OF SAID PLAT; THENCE ALONG SAID WEST LINE SOUTH 12°02'25" EAST 46.42 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE ALONG SAID SOUTH LINE NORTH 77°57'35" EAST 110.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CLARK STREET (25.00 FEET FROM CENTERLINE); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 12°02'25" EAST 174.22 FEET TO THE POINT OF BEGINNING.