



UCC

LIEN NO. 92013879-1

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

| | |
|--|------------------------------|
| A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) CSC 1-800-858-5294 | |
| B. E-MAIL CONTACT AT SUBMITTER (optional) SPRFiling@cscglobal.com | |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) | |
| 2864 37255 CSC 1127 Broadway St. NE, Suite 310 Salem, OR 97301 | Filed In: Oregon (S.O.S.) |

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | |
|--|---|
| 1a. INITIAL FINANCING STATEMENT FILE NUMBER 92013879 08/16/2019 | 1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13. |
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(y)(ies) authorizing this Termination Statement
3. ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: Debtor or Secured Party of record

AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

| | | | | |
|---|--------------------------|---------------------|-------------------------------|--------|
| 6a. ORGANIZATION'S NAME East Park, LLC. | | | | |
| OR | 6b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

| | | | | |
|-------------------------|--|--|--|--------|
| 7a. ORGANIZATION'S NAME | | | | |
| OR | 7b. INDIVIDUAL'S SURNAME | | | |
| | INDIVIDUAL'S FIRST PERSONAL NAME | | | |
| | INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | | | SUFFIX |

| | | | | |
|---------------------|------|-------|-------------|----------------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY USA |
|---------------------|------|-------|-------------|----------------|

8. COLLATERAL CHANGE: Check only one box: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN* collateral

Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

| | | | | |
|--|--------------------------|---------------------|-------------------------------|--------|
| 9a. ORGANIZATION'S NAME Washington Federal | | | | |
| OR | 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

10. OPTIONAL FILER REFERENCE DATA: 62765072574 2864 37255

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
 FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
92013879 08/16/2019

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

| | | | |
|----|-------------------------------|--------------------|--|
| OR | 12a. ORGANIZATION'S NAME | Washington Federal | |
| | 12b. INDIVIDUAL'S SURNAME | | |
| | FIRST PERSONAL NAME | | |
| | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

| | | | | |
|----|---------------------------|---------------------|-------------------------------|--------|
| OR | 13a. ORGANIZATION'S NAME | | | |
| | 13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

14. ADDITIONAL SPACE FOR (CHECK ONE BOX): ITEM 8 (Collateral) OR OTHER INFORMATION (Please Describe)

The property described in attached Schedule 1, which property is located on or used in connection with the property described in attached Exhibit A. Schedule 1 and Exhibit A are incorporated herein by this reference.

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
 (if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

PARCEL I:

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point which is 0.30 chains North and 1.666 chains West from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, said point is also described as being at the intersection of the West line of a County Road (which road is described in Volume 133, Page 149, Deed Records for Marion County, Oregon), and the center line of Salem to Geer Road; and running thence West 10.907 chains along the center line of said Salem to Geer Road to the Southeast corner of the R. E. West property described in deed recorded in Volume 102, Page 501, Deed Records for Marion County, Oregon; thence North along the East line of said R. E. West property 20.34 chains to the South boundary of the Southern Pacific Railroad Right of Way; thence East along said right of way 10.907 chains to the West line of the County Road; thence South along the West line of said County Road 20.302 chains to the Place of Beginning.

EXCEPTING THEREFROM that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, Page 741, and by deed dated July 14, 1960, recorded December 28, 1960, in Volume 540, Page 545, Deed Records for Marion County, Oregon.

PARCEL II:

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point which is 12.50 chains West and 61 links North of the most Northerly Northwest corner of J. C. Caplinger's Donation Land Claim, in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; and running thence North 20.03 chains to the R. Savage's line; thence West 5.53 chains; thence South 20.05 chains to the center of the County Road leading to Salem; thence East to the Place of Beginning.

EXCEPTING THEREFROM that part lying in Southern Pacific Railroad right of way, and that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, Page 744, Deed Records for Marion County, Oregon.

PARCEL III:

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning in the center of the County Road at a point which is 0.72 chains North 01°20' West and 1193.36 feet South 89°34' West from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim No. 75, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 89°34' West along the center of said County Road, a distance of 339.96 feet; thence North 00°11' West 204.50 feet; thence South 89°49' West 8.63 feet; thence North 00°08' West 1051.24 feet to the South line of the Southern Pacific Railroad right of way; thence South 89°51' East along the South line of the said Railroad right of way 348.76 feet; thence South 00°08' East 1252.36 feet to the Place of Beginning.

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EXCEPTING THEREFROM that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, Page 742, Deed Records for Marion County, Oregon.

PARCEL IV:

A tract of land situated in the Northwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point 27.57 chains South 89°30' East from the Southwest corner of the Donation Land Claim of Zachariah Pollard and wife, in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence running South 89°30' East 15.43 chains; thence South 00°30' East 26.30 chains to the South line of the Samuel Parker Donation Land Claim; thence North 89°30' West 15.43 chains; thence North 00°30' West 26.10 chains to the Place of Beginning, situated in Marion County, Oregon.

EXCEPTING THEREFROM that portion thereof lying within the right of way of the Southern Pacific Company along the Southerly boundary.

ALSO EXCEPTING THEREFROM the following described property:

Beginning in the center of the County Road at a point which is 2179.62 feet South 89°30' East from the Southwest corner of the Zachariah Pollard Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 89°30' East along the center of said road, a distance of 175.00 feet; thence South 00°40' East parallel with the West line of Parcel No. 1 of a tract of land conveyed to West Foods and recorded in Volume 522, Page 143, Deed Records for said County and State, a distance of 400.00 feet; thence North 89° 30' West parallel with the center of said road, 175.00 feet; thence North 00°40' West a distance of 400.00 feet to the Place of Beginning.

PARCEL V:

A tract of land situated in the Northwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point 21.27 chains North and 79.80 chains East of the most Southerly Southeast corner of the Donation Land Claim of Samuel Parker and wife, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence East on the South line of Samuel Parker's Claim 15.30 chains; thence North 00°30' West 26.20 chains to the North line of M. L. Savage's Donation Land Claim; thence North 89°30' West along the North line of said M. L. Savage's Claim 15.30 chains; thence South 00°30' East 26.20 chains to the Place of Beginning, and situated in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon.

EXCEPTING THEREFROM that portion conveyed to the Southern Pacific Railroad Company.

ALSO EXCEPTING THEREFROM the following described property:

Beginning at a point South 92 links, South 89°30' East 53.94 chains and South 00°30' East 30 links, from the Southwest corner of the Zachariah Pollard Donation Land Claim; thence South 00°30' East 6.70 chains to an iron rod; thence South

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89°30' East 4.10 chains to an iron rod; thence North 00°30' West 6.70 chains to the South boundary of the County Road; thence North 89°30' West along the South boundary of said County Road, 4.10 chains to the Point of Beginning, all in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Marion County, Oregon, by deed dated March 29, 1961, recorded March 31, 1961, in Volume 543, Page 378, Deed Records for Marion County, Oregon.

PARCEL VI:

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at an iron pipe .72 chains North 01° 20' West, 1723.32 feet South 89° 34' West and North 00° 11' West, 205.33 feet from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, and running thence South 89° 49' West, 18.63 feet; thence North 00° 08' West, 1051.24 feet to the South line of the Southern Pacific Co. Railroad right of way; thence South 89° 51' East along said right of way, 200.00 feet to an iron pipe; thence South 00° 08' East 1051.24 feet to an iron pipe; thence South 89° 49' West 181.37 feet to the Place of Beginning.

PARCEL VII:

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point in the center of the County Road leading from Geer to Salem, which is 10.681 chains west of a point which is 12.56 chains West and 60 links North from the most Northerly Northwest corner of the J. C. Caplinger Land Claim No. 75 in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; and running thence West along the centerline of said County Road, 190 feet; thence North 200 feet; thence East 190 feet; thence South 200 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to Marion County, a political subdivision of the State of Oregon, by instrument recorded September 26, 1957, in Volume 504, Page 419, Deed Records for Marion County, Oregon.

PARCEL VIII:

A tract of land in the Southwest Quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, being a portion of the former Geer Branch of the Union Pacific Railroad right of way and being more specifically described as follows:

Beginning at the intersection of the Southerly right of way line of said Railroad with the Westerly right of way line of Market Road 97, (Cordon Road); thence West along said Railroad right of way 1771 feet, more or less, to the Northeast corner of that tract conveyed to Kendall F. Rosemeyer as Trustee of the Mobile Home Parks Revocable Inter Vivos Trust, dated November 11, 1998, per Reel 1825, Page 138, Marion County, Records; thence North 80 feet to the Northerly right of way of said Railroad; thence East along said right of way line 1771 feet, more or less, to the Westerly right of way line of said Market Road 97; thence South along said Market Road right of way 80 feet to the Point of Beginning.

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PARCEL IX:

Parcel 1, PARTITION PLAT NO. 90-22, as platted and recorded in Reel 767, Page 471, Marion County Records, in the City of Salem, Marion County, Oregon.

PARCEL X:

Parcel 2, PARTITION PLAT NO. 90-22, as platted and recorded in Reel 767, Page 471, Marion County Records, in the City of Salem, Marion County, Oregon.

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SCHEDULE 1

Financing Statement (*continued*)

Name of Debtor: **EAST PARK, LLC.**, an Oregon limited liability company ("Debtor")

A. All of Debtor's right, title and interest in and to (i) all fixtures, fittings, furniture, furnishings, appliances, apparatus, equipment and machinery, including without limitation, all communications systems and equipment, fire extinguishing and prevention equipment, cleaning systems and equipment, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting and other floor coverings, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now or hereafter delivered to the real property owned by Debtor located at 4901 State St., Salem, OR 97301, 4861 State St., Salem, OR 97301, 255 Cordon Rd. NE, Salem, OR 97301, 4800 Auburn Rd. NE, Salem, OR 97301, 4811 State St., Salem, OR 97301, 4810 Auburn Rd. NE, Salem, OR 97301, 4790 Auburn Rd. NE, Salem, OR 97301, and 4855 State St., Salem, OR 97301 (collectively, the "Property") and intended to be installed therein; (ii) all other fixtures and personal property of Debtor of whatever kind and nature now or hereafter contained or placed in any improvements located on the Property; (iii) all renewals or replacements of any of the foregoing or articles in substitution of any of the foregoing; and (iv) all proceeds and profits of all of the foregoing and all of the estate, right, title and interest of Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Property or intended to be used in connection with the operation thereof, and all leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items. The items set forth in this Paragraph (A) are sometimes hereinafter separately referred to as the "Personal Property."

B. All rents, issues, incomes, profits, revenues, royalties, bonuses, rights and benefits under any and all leases or tenancies now existing or hereafter created of the Property or any part thereof.

C. All accounts and accounts receivable arising out of the leasing and operation of the Property or any part thereof.

D. All of Debtor's right, title and interest in and to (i) all plans and specifications prepared with respect to any of the improvements located on the Property, (ii) all agreements now or hereafter entered into with any party with respect to architectural, engineering, management, brokerage, promotional, marketing or consulting services rendered or to be rendered with respect to the planning, design, inspection or supervision of the development, management, marketing, promotion, leasing or operation of the Property or any part thereof, (iii) all agreements now or hereafter entered into with respect to the sale of the Property or any part thereof; and (iv) all agreements now or hereafter entered into with any party providing for the payment or reimbursement of costs incurred by Debtor in connection with the development of the Property.

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E. All of Debtor's right, title and interest in and to all insurance policies, including additional and renewal policies, to be maintained by Debtor pursuant to the provisions of that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 12, 2019, from Debtor, as Grantor, to a trustee for the use and benefit of Secured Party, as Trustee, any unearned premiums thereon, and any insurance proceeds payable to Debtor with respect to all or any portion of the Property, including without limitation, the Personal Property.

F. All judgments, awards of damages and settlements made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements on the Property or any part thereof or interest therein, including any award for change of grade of streets.

G. All monetary deposits which Debtor has been or is hereafter required to give to any public or private utility with respect to utility services furnished to the Property.

H. All funds, accounts, deposit accounts, accounts receivable, instruments, documents, books, records, accounting records, statements, general intangibles (including trademarks, trade names and symbols used in connection therewith), arising from or related to the Property, and all permits, licenses, approvals, certificates of occupancy, franchises, certificates and other rights and privileges obtained in connection with the Property.

I. All deposit accounts that Debtor has open or later opens or maintains with Lender, whether checking, savings or some other account, including, without limitation, all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding, however, all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law.

J. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

K. All goods, equipment, inventory, general intangibles, accounts and instruments now owned or hereafter generated or acquired by Debtor, and any and all proceeds thereof, wherever located.

L. All funds, accounts, deposit accounts, accounts receivable, instruments, documents, chattel papers, books, records, accounting records, statements, general intangibles (including trademarks, trade names and symbols used in connection therewith), arising from or by virtue of any transactions related to the Debtor's business operation, and all permits, licenses, approvals, certificates of occupancy, franchises, certificates and other rights and privileges obtained in connection with Debtor's business operations.

M. All proceeds of the conversion, voluntary or involuntary, of any of the Collateral into cash or liquidated claims.

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N. All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.

O. All products and produce of any of the Collateral.

P. All accounts, general intangibles, instruments, rents, moneys, payments and all other rights arising out of a sale, lease, consignment or other disposition of any of the Collateral.

Q. All proceeds, including insurance proceeds, from the sale, destruction, loss, or other disposition of any of the Collateral, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

R. All records and data relating to any of the Collateral, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Debtor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media.

S. All water rights belonging or appertaining to the Property, including without limitation all water and water rights flowing through, belonging or in any way appertaining to the Property, all of Grantor's water rights pertaining to the Property, all non-irrigation grandfathered rights (if applicable), all irrigation rights, all ditch rights, rights to irrigation district stock, all contracts for effluent and all other contractual rights to water.

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