FILED: JUL 12, 2024 09:50 AM DREGON SECRETARY OF STATE



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EN NO. 93926637 EASTPARK APARTMENT H.

POSTAL CODE

98101

STATE

WA

COUNTRY

USA

UCC FINANCING STATEMENT		•		<u>.</u> ,
A. NAME & PHONE OF CONTACT AT FILER [optional]	<u>···</u>			
B. E-MAIL CONTACT AT FILER [optional]				
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				
WASHINGTON FEDERAL BAN	NK 7			
Records Management 425 Pike Street				
Seattle, WA 98101				
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 DEBTOR'S NAME – Provide only one Debtor name (1a or 1 name will not fit in line 1b, leave all of item 1 blank, check here 		or appreviate any part of the Debtor's r rmation in item 10 of the Financing Sta		
19. ORGANIZATION'S NAME EASTPARK APARTMENT HOMI	ES LLC			
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAM	ADDITION	IAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

27375 SW Parkway Ave.		Wilsonville	OR	97070	USA			
	EBTOR'S NAME – Provide only <u>one</u> debtor name (2a or 2b) (use exact, full ame will not fit in line 2b, leave all of item 1 blank, check here and provi	name; do not omit, modify or abbreviate any part of the de the Individual Debtor information in item 10 of the F						
	2a. ORGANIZATION'S NAME			· ·	<u>-</u>			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONA	L NAME(S)/INITIAL(S)	SUFFIX			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY			
3. S	ECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECU	JRED PARTY): Provide only one Secured Party name	(3a or 3b)		ı			
	3a. ORGANIZATION'S NAME	· =-=-						
	WASHINGTON FEDERAL BANK							
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONA	L NAME(S)/INITIAL(S)	SUFFIX			

Commercial Loan Servicing, 425 Pike Street | Seattle

3c. MAILING ADDRESS

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.

CITY

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/Bailtor Licensee/Licensor				
8. OPTIONAL FILER REFERENCE DATA 14070-130 (OR)					

^{4.} COLLATERAL: This financing statement covers the following collateral:

SCHEDULE 1

Financing Statement (continued)

Name of Debtor: **EASTPARK APARTMENT HOMES LLC**, an Oregon limited liability company ("Debtor")

- All of Debtor's right, title and interest in and to (i) all fixtures, fittings, furniture, A. 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 102 Greencrest Street NE, Salem, OR 97301 (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 construction, 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 and the construction of improvements on the Property.

- 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 Line of Credit Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated July 1, 2024, from Debtor, as Grantor, to a trustee for the use and benefit of Secured Party, as Beneficiary (the "Deed of Trust"), 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.

- 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 Debtor'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.

Notwithstanding anything to the contrary herein, except as otherwise agreed in writing by the Secured Party and Debtor in accordance with the flood insurance provisions set forth in the Deed of Trust, Debtor does not grant to Secured Party a security interest in any property which would constitute "contents" located within the Flood Zone Improvements. As used herein, (a) "Flood Zone Improvements" means any "improved" real property that is located within a Special Flood Hazard Area, and (b) the terms "improved" real property, "Special Flood Hazard Area," and "contents" shall each have the meaning ascribed to them by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq., and implementing regulations, 44 C.F.R. Parts 59 et seq., and/or the Federal Emergency Management Agency.

EXHIBIT À

DESCRIPTION OF REAL PROPERTY

Real property in the City of Salem, County of Marion, State of Oregon, described as follows:

Lot 339, EAST PARK ESTATES P.U.D. NO. 3, in the City of Salem, Marion County, Oregon (Plat Volume 49, Page 31).