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UCC

148TH AVENUE - 8 PLE

NAME & PHONE OF CONTACT AT SUBMITTER (optional) CSC 1-800-858-5294				
E-MAIL CONTACT AT SUBMITTER (optional) SPRFiling@cscglobal.com				
SEND ACKNOWLEDGMENT TO: (Name and Address)				
2923 53746 CSC	-			
4407 December Of NE Cuite 240	410			
Salem, OR 97301	d In: Oregon (S.O.S.)			
	THI		OR FILING OFFICE USE	
DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full not fit in line 1b, leave all of item 1 blank, check here	iame; do not omit, modify, or abbreviate the Individual Debtor information in item			al Debtor's name
1a. ORGANIZATION'S NAME 148TH AVENUE - 8 PLEX LLC		,		
1461H AVENUE - 6 PLEX LLC	•			
.1	T	PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	, Abbitte	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
1b. INDIVIDUAL'S SURNAME MAILING ADDRESS 804-818 SE 148TH AVE	CITY PORTLAND	STATE OR	POSTAL CODE 97233	COUNTRY
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5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instruction	ns) being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box:	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Util	lity Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor	Seller/Buyer Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:	2923 53746

FINANCING STATEMENT; EXHIBIT "A"

Attached to that certain UCC-1 Financing Statement naming 148TH AVENUE - 8 PLEX LLC as "Debtor".

LOCATION OF PERSONAL PROPERTY COLLATERAL LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN MULTNOMAH COUNTY, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

The North 104 feet of Lot 13, LOMA ACRES, in the City of Portland, County of Multnomah and State of Oregon.

EXCEPTING THEREFROM that portion conveyed to Multnomah County for public road purposes by Deed recorded March 29, 1972, in Book 847, Page 1605, Multnomah County Deed Récords.

FURTHER EXCEPTING THEREFROM that portion conveyed to Multnomah County for public road purposes by Deed recorded June 5.1973, in Book 930. Page 1358, Multnomah County Deed Records.

APN: R208238

PROPERTY ADDRESS: 804 - 818 SE 148TH AVE., PORTLAND, OR 97233

FINANCING STATEMENT; EXHIBIT "B"

Attached to that certain UCC-1 Financing Statement naming 148TH AVENUE - 8 PLEX LLC as "Debtor".

- A. All of Debtor's present and future right, title and interest in and to all of the following:
- 1. All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit "A" and/or the improvements on such real property (the "Property"): machinery, equipment, engines, parts, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");
- 2. All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");
- 3. All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- 4. All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B";
- 5. All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B", including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B" under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- 6. All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit "B" entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- 7. All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
- 8. All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit "B", and all undisbursed proceeds of the loan secured by

UCC1 Exhibits Page B-1

the security interests to which this financing statement relates and, if Debtor is a cooperative housing or poration, maintenance charges or assessments payable by shareholders or residents;

- 9. All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests by any municipal, state or federal authority or insurance company;
 - 10. All tenant security deposits which have not been forfeited by any tenant under any Lease;
- 11. All funds on deposit pursuant to any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Property does not increase to a level specified in that agreement, or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other fund, reserve or account;
- 12. All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it; and
- 13. All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.