

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

FILED: DEC 12, 2024 10:42 AM  
OREGON SECRETARY OF STATE



UCC LIEN NO. 94056196 EAST HALSEY COMMONS,

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. E-MAIL CONTACT AT FILER [optional]

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bank of America, N.A.  
Gateway Village-900 Building  
NC1-026-06-06  
900 W. Trade St.  
Charlotte, NC 28255

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  
EAST HALSEY COMMONS, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

19950 S Springwater Rd. Estacada OR 97023 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 2 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

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  
BANK OF AMERICA, N.A.

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

900 W Trade St, NC1-026-06-06, Gateway Village-900 Building Charlotte NC 28255 USA

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

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.

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]:  Lessor/Lessee  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA  
96502-087 (OR)

**SCHEDULE 1**

Financing Statement (continued)

Secured Party: **BANK OF AMERICA, N.A.**, a national banking associationName of Debtor: **EAST HALSEY COMMONS, LLC**, an Oregon limited liability companyItem No. 4:

All of Debtor's right, title and interest, whether presently existing or hereafter acquired in and to all of the following property (collectively, the "Personalty"):

(a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery which in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings which arise from or relate to the Land or the Improvements;

(c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Secured Party, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

Capitalized terms used above without definition have the meanings given them in the Trust Deed (the "Trust Deed") dated December 11, 2024, given by Debtor for the benefit of Secured Party, as Beneficiary, and recorded in the Official Records of Clackamas County, State of Oregon. The real property encumbered by the Trust Deed, and on which the personal property described herein is located (other than as described hereinabove), is described on Exhibit A attached hereto. Any term used or defined in the Oregon Uniform Commercial Code, as in effect from time to time, which is not defined in this financing statement has the meaning given to that term in the Oregon Uniform Commercial Code, as in effect from time to time, when used in this financing statement. However, if a term is defined in Article 9 of the Oregon Uniform Commercial Code differently than in another Article of the Oregon Uniform Commercial Code, the term has the meaning specified in Article 9.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Trust Deed with respect to any property described in it which is real property. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Trust Deed or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including the United States Government or any of its agencies, notice of Secured Party's priority of interest in any property or interests described in the Trust Deed must be filed in the office where this financing statement is filed.

**EXHIBIT A**

A tract of land in the Southwest quarter of Section 11, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, being part of Isaac Capps Donation Land Claim No. 52, described as follows:

Beginning at a point on the West line of the Isaac Capps Donation Land Claim that is North 3963.7 feet of the Westerly reentrant of said claim, said point being the Northwest corner of that parcel conveyed to Frank Haberlach et ux by Deed recorded in Book 154, page 625, thence South, along the West line of the Capps Donation Land Claim 528 feet; thence East at right angles to said West line, 330 feet to a point on the East line of said Haberlach parcel; thence North, along the East line of said Haberlach parcel, to the Northeast corner thereof on the Southerly line of State Highway 212; thence South 69°52' East, along said Southerly line, 351.45 feet to the point of beginning.

EXCEPTING THEREFROM the following:

Beginning at a point on the West line of the Isaac Capps Donation Land Claim that is North 3963.7 feet of the Westerly re-entrant of said claim, said point being the Northwest corner of that parcel conveyed to Frank Haberlach et ux by Deed recorded in Book 154, page 625; thence South, along the West line of the Capps Donation Land Claim 348 feet; then East at right angles to said West line, 330 feet to a point on the East line of said Haberlach parcel; thence North, along the East line of said Haberlach parcel, to the Northeast corner thereof on the Southerly line of State Highway 212; thence South 69°52' West along said Southerly line, 351.45 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion lying within SE 130th Avenue.

AND FURTHER EXCEPTING THEREFROM that portion granted to the Clackamas County, a political subdivision of the State of Oregon for right-of-way purposes by document recorded August 8, 2005, Recording No. 2005-078995.

Street Address of Property: 15756 & 15760 SE 130<sup>th</sup> Avenue, Clackamas, OR 97015

Parcel / PIN Number: 00481516