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OREGON SECRETARY OF STATE



UCC LIEN NO. 94108606 BELLA CASA MHC, LLC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
Edwin C. Cox, Esquire Troutman Pepper Locke LLP Post Office Box 1122 Richmond, Virginia 23218
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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)

OR	1a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	BELLA CASA MHC, LLC			
1c. MAILING ADDRESS	1b. INDIVIDUAL'S SURNAME	CITY	STATE	POSTAL CODE
			CA	92626
	1700 Adams Avenue, Suite 212	Costa Mesa		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)

OR	2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	2b. INDIVIDUAL'S SURNAME	CITY	STATE	POSTAL CODE

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	FANNIE MAE			
3c. MAILING ADDRESS	3b. INDIVIDUAL'S SURNAME	CITY	STATE	POSTAL CODE
			VA	22102
	c/o Wells Fargo Bank, National Association	McLean		USA
	1751 Pinnacle Drive, 8th Floor			

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

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

Bella Casa MHC (State - Oregon)

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (Rev. 07/01/23)

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

OR	9a. ORGANIZATION'S NAME BELLA CASA MHC, LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

OR	10a. ORGANIZATION'S NAME			
	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME WELLS FARGO BANK, NATIONAL ASSOCIATION			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS 1751 Pinnacle Drive, 8th Floor	CITY McLean	STATE VA	POSTAL CODE 22102	COUNTRY USA
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

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

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

SECURED PARTY COPY – UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (Rev. 07/01/23)

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DEBTOR: **BELLA CASA MHC, LLC**
1700 ADAMS AVENUE, SUITE 212
COSTA MESA, CALIFORNIA 92626

SECURED PARTY: **WELLS FARGO BANK, NATIONAL ASSOCIATION**
1751 PINNACLE DRIVE, 8TH FLOOR
MCLEAN, VIRGINIA 22102

This financing statement covers all of Debtor's present and future right, title and interest in and to all of the following property (the "**Collateral Property**"):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "**Property**"), including any future replacements, facilities, and additions and other construction on the Property, and any lots on the Property leased or anticipated to be leased to an owner or tenant in possession of a Manufactured Home or recreational vehicle (the "**Improvements**");

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or is located on the Property or in the Improvements (the "**Goods**");

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "**Fixtures**") under the laws of the state in which the Property is located (the "**Property Jurisdiction**");

4. **Personalty.**

All Goods, Accounts, choses in action, chattel paper, documents, general intangibles (including software not otherwise considered Goods), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the "**Personalty**");

5. **Debtor Owned Manufactured Homes.**

All Manufactured Homes located on the Property that are now or hereafter owned by Debtor, and any related fixtures and personal property ("**Debtor-Owned Homes**");

6. **Other Rights.**

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 or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

7. **Insurance.**

All insurance policies relating to the Property or Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Property or Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements;

8. **Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Property or Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or Collateral Property, whether direct or indirect (a "**Condemnation Action**"), (b) any damage to the Property or Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Property or Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

9. **Contracts.**

All contracts, options, and other agreements for the sale of the Fixtures, the Personalty, or any part of the Property or Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

10. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the "Rents");

11. Leases.

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 Collateral Property, or any portion of the Property or Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "Leases") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

12. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of the Property or Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "Security Instrument") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

13. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property or Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or Collateral Property, to prevent the imposition of liens on the Property or Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

14. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

15. Names.

All names under or by which any of the Property or Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or Collateral Property;

16. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

17. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

18. Mineral Rights.

All oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

19. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DESCRIPTION OF THE PROPERTY

Beginning at a point on the South line of the John Shelley Donation Land Claim No. 54, Township 18 South, Range 2 West of the Willamette Meridian, 843.48 feet South 89° 31' 00" East from the Northwest corner of the John Shelley Donation Land Claim No. 71, said Township and Range, said point being the Southeast corner of that property described in deed recorded June 14, 1996, Reception No. 96-40198, Lane County Official Records; from the point of beginning thence continue along the South line of said Donation Land Claim No. 54 South 89° 31' 00" East, 3.65 feet to the point of beginning of the agreed boundary line described in that Boundary Agreement recorded June 21, 1994, Reception No. 94-46293, Lane County Official Records, said point being 1089.25 feet North 89° 31' 00" West from the Southeast corner of said Donation Land Claim No. 54; thence along said agreed boundary line and its Northerly extension North 1° 14' 57" East, 1023.13 feet to a point on the South margin of Edenvale Road (County Road No. 680) 20.00 feet Southerly from, when measured perpendicular to, the centerline thereof; thence along the South margin of said Edenvale Road North 88° 46' 11" West, 418.23 feet to a point 0.31 feet North 1° 13' 47" East from a 1/2 inch iron pipe set in that survey filed in Lane County Surveyor's Office under Survey File No. 13266; thence leaving said South margin run South 1° 13' 47" West, 304.78 feet to a 1/2 inch iron pipe also set in said Survey No. 13266; thence North 88° 50' 34" West, 199.54 feet to a 1/2 inch iron pipe also set in said Survey No. 13266; thence continue North 88° 50' 34" West, 19.75 feet to a point on the East line of that property described in deed recorded June 28, 1993, Reception No. 93-39517, Lane County Official Records; thence along said East line and the East line of that property described in deed recorded March 14, 1975, Reception No. 75-09340, Lane County Official Records, South, 726.34 feet to a point on the South line of said Donation Land Claim No. 54; thence along the South line of said claim South 89° 31' 00" East, 617.98 feet to the point of beginning, in Lane County, Oregon.