



UCC

LIEN NO. 94167941

ORCHARD POINT MHC, L

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

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

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 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

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 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:

Orchard Point 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 ORCHARD POINT 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)				SUFFIX
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

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

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 se-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: **ORCHARD POINT 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

A parcel of land situated in FERN RIDGE ORCHARDS SUBDIVISION in the Southeast quarter of Section 3, Township 17 South, Range 5 West of the Willamette Meridian, in Lane County, Oregon, said parcel comprising a portion of Lots 25, 28, and 29 of said subdivision, being more particularly described as follows:

Beginning at a point which is the Southeast corner of Lot 29 in FERN RIDGE ORCHARDS, said point being 30 feet Northerly when measured at right angles from the center of Market Road No. 11 (Clear Lake Road); thence North $89^{\circ} 34' 51''$ West on the South line of Lot 29 and on the North line of said road a distance of 332.56 feet to a point that is 30 feet Northerly when measured at right angles from the center line of relocated Market Road No. 11 (Clear Lake Road) at Engineer's Station 87+14.31 P.T.; thence Northwesterly from a tangent which bears North $89^{\circ} 33' 25''$ West along the right of way line of said relocated road on a curve to the right having a radius of 686.20 feet, a distance of 394.42 feet through an angle of $32^{\circ} 56'$ to a point that is 30 feet Northeasterly when measured at right angles from the center line of said Market Road No. 11 (Clear Lake Road) at Engineer's Station 83+02.64 P.C.; thence North $56^{\circ} 37' 25''$ West on the Northeasterly right of way line of said road 948.32 feet to a point that is 30 feet Northeasterly when measured at right angles from the center line of said road at Engineer's Station 73+54.32 P.T.; thence Northwesterly along the Northerly right of way line of said road on a curve to the left having a radius of 746.20 feet, a distance of 114.18 feet through an angle of $18^{\circ} 47'$ to a point that is 30 feet Northerly when measured at right angles from the center line of said road; thence South $89^{\circ} 55' 12''$ East on the North line of said Lots 25, 28 and 29 a distance of 1,595.89 feet to an iron pipe at the Northeast corner of said Lot 29; thence South $0^{\circ} 05' 22''$ West on the East line of Lot 29 a distance of 689.94 feet to the place of beginning, in Lane County, Oregon.

EXCEPT that portion conveyed to Lane County by Deed recorded February 23, 1993, Document No. 93-11329, Lane County Records.

(17-05-03-40-02700)