



UCC

LIEN NO. 94171990

HALC DEPOE BAY TOWNH

## UCC FINANCING STATEMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. E-MAIL CONTACT AT FILER [optional]
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Washington Federal Bank 572 SW Bluff Dr, Ste 110 Bend, OR 97702

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 OR HALC Depoe Bay Townhomes, LLC				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1039 NW Nye St		CITY Newport	STATE OR	POSTAL CODE 97365 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 1 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 OR Washington Federal Bank				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 572 SW Bluff Drive, Ste 110		CITY Bend	STATE OR	POSTAL CODE 97702 COUNTRY USA

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

See attached Schedule 1.

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/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

File with the Oregon Secretary of State

**SCHEDULE 1 TO UCC-1  
FINANCING STATEMENT**

**Collateral Description**

Debtor: HALC Depoe Bay Townhomes, LLC

Secured Party: Washington Federal Bank

This Financing Statement covers the following collateral:

All right, title and interest of Debtor in and to all tangible personal property (the "Personal Property") now or hereafter owned or leased by Debtor and now or at any time hereafter located on or at the certain real property in Lincoln County, Oregon, described on Exhibit A attached hereto (the "Real Property," together with any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter collectively called, together with the Real Property and the Personal Property, the "Property")) or used in connection therewith, including, but not limited to, all construction and building materials, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance, and all other equipment of every kind), lobby and all other indoor and outdoor furniture, rugs, carpets, and other floor coverings, all inventory related to the operation of the Property and any business operated thereon by Debtor, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and building maintenance and other supplies;

Together With all right, title, and interest of Debtor in the funds deposited pursuant to the Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing by Debtor for the benefit of Secured Party, with respect to the Property;

Together With all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

Together With Debtor's right, title, and interest in any and all existing and future leases (including subleases), whether written or oral, rental agreements and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof, upon all or relating to any part of the Property (hereinafter collectively referred to as the "Leases") and any and all guaranties of a tenant's performance under any and all of the Leases;

Together With the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits, and other income of any nature now due or which may become due or to which Debtor may now or hereafter (including any income of any nature coming due during any redemption period) become entitled to or may make demand or claim for, arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not limited to, minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents and liquidated damages following default in any Lease, all accounts receivable and general intangibles related to the operation of the Property and any business operated thereon by Debtor and all proceeds thereof, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Debtor may have against any tenant under the Leases or any subtenants or occupants of the Property (all such monies, rights, and claims described in this paragraph being hereinafter called "Cash Collateral"), excepting therefrom any sums which by the express provisions of any of the Leases are payable directly to any governmental authority or to any other person, firm or corporation other than the landlord under the Leases;

Together With all of Debtor's interest in and to all contracts and general intangibles relating to the Property or the construction of improvements thereon, including without limitation all construction contracts, architect contracts and plans and specifications created thereunder, development contracts, and property management contracts;

Together With all additions, accessions, replacements, substitutions, proceeds, and products of the Property and related collateral described herein;

Together With all books and records pertaining to any and all of the Property and related collateral, including records relating to tenants under any Leases and the qualifications of such tenants and any certificates, vouchers, and other documents in any way related thereto and records relating to the application and allocation of any federal, state, or local tax credits or benefits, and including computer-readable memory and any computer hardware or software necessary to access and process such memory.

**EXHIBIT A**

**Real Property**

Tract D, LITTLE WHALE COVE NO. 1, in the City of Depoe Bay, County of Lincoln and State of Oregon.