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ALONA PLACE LIMITED

OR Sec of State  
07/08/2015



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Lien#: 90504275

UCC

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C.  <b>unisearch</b> 325 13 <sup>th</sup> ST NE STE 404, Salem, OR 97301-2294 Acct # <u>4027</u> pgs <u>4</u>

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 <b>ALONA PLACE LIMITED PARTNERSHIP</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>2890 Chad Drive</b>	<b>Eugene</b>	<b>OR</b>	<b>97408</b>	<b>USA</b>

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 <b>WELLS FARGO BANK, NATIONAL ASSOCIATION</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>1300 S.W. Fifth Avenue, Twelfth Floor</b>	<b>Portland</b>	<b>OR</b>	<b>97201</b>	<b>USA</b>

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

The property described on Exhibit "A" attached hereto and incorporated herein by this reference. The Real Property referred to in Exhibit "A" is the real property described on Schedule 1 attached hereto.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Loan Number 1013357. To be filed with the Oregon Secretary of State.

**EXHIBIT A TO FINANCING STATEMENT**  
**Collateral Description**

Exhibit A to Uniform Commercial Code ("UCC") National UCC Financing Statement (Form UCC1) ("Financing Statement"), naming **ALONA PLACE LIMITED PARTNERSHIP**, an Oregon limited partnership, as "Debtor", and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as "Secured Party", dated as of July 6, 2015.

**COLLATERAL DESCRIPTION.** The Financing Statement includes the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "Collateral"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Schedule 1 attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property (which real property and improvements are collectively referred to herein as the "Subject Property"); together with all rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all right, title and interest of Debtor in and to that certain Housing Assistance Payments Contract, including amendments and supplements thereto, pursuant to Section 8 of the United States Housing Act of 1937 (42 USC Section 1437f); all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Subject Property; all advance payments of insurance premiums made by Debtor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any loan agreement or the Deed of Trust (as defined below); all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; all right of Debtor in and to any and all capital contributions received or to be received from any partner of Debtor; all right of Debtor to enforce the obligations to receive capital contributions from any partner of Debtor under any agreement, promissory note or other instruments and any security

agreements or pledges of security; all of Debtor's right, title and interest in and to federal and state low-income housing tax credits reserved or allocated to the Subject Property pursuant to Section 42 and/or Section 48 of the Internal Revenue Code of 1986, as amended and any corresponding tax benefits available under federal or state law or regulation; all of Debtor's right title and interest, now or hereafter acquired, to the payment of money from Secured Party to Debtor under any Swap Agreement, all renewals, replacements and proceeds of, and additions and accessions to, any of the foregoing, including without limitation all securities, guaranties, warranties, indemnity agreements, insurance policies and other agreements pertaining to the same or the property described therein, together with whatever is receivable or received when any of the above-described properties or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all rights to payment with respect to any cause of action affecting or relating to any of the foregoing, and all partnership interests or other equity interests now owned or hereafter acquired by Debtor as a result of exchange offers, direct investments or contributions or otherwise and any options or other rights of Debtor with respect to any of the foregoing; together with all books, records and files relating to any of the foregoing.

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Deed of Trust") of even date herewith, from Debtor to Secured Party encumbering the Subject Property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of the Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the Commercial Code records.

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**SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT Description of Property**

Schedule 1 to Exhibit A to Uniform Commercial Code ("UCC") National UCC Financing Statement (Form UCC1) ("Financing Statement"), naming **ALONA PLACE LIMITED PARTNERSHIP**, an Oregon limited partnership, as "Debtor", and Wells Fargo Bank, National Association, as "Secured Party", dated as of July 6, 2015.

Real Property in the County of Lane, State of Oregon, described as follows:

BEGINNING at the Southeast corner of Section 31 in Township 15 South, Range 4 West of the Willamette Meridian; run thence along the South line of said Section 31, North 89°16'00" West 522.41 feet; thence leaving said Section line, North 30.00 feet to a point, said point being referenced by a 5/8" iron rod and marking the Northerly right-of-way line of High Pass Road (County Road No. 313), said point being the True Point of Beginning; thence North 469.19 feet to a point referenced by a 5/8" iron rod with yellow plastic cap marked "R. Skinner PLS 869"; thence along the arc of a 131.11 foot radius curve to the left (the chord of which bears South 71°10'30" West 58.49 feet) a distance of 58.99 feet to a 5/8" iron rod with yellow plastic cap marked "R. Skinner PLS 869"; thence South 58°17'14" West 278.57 feet to a 5/8" iron rod with yellow plastic cap marked "R. Skinner PLS 869"; thence along the arc of a 32.38 foot radius curve to the right (the chord of which bears South 89°59'23" West 34.03 feet) a distance of 35.83 feet to 5/8" iron rod with yellow plastic cap marked "R. Skinner PLS 869"; thence along the arc of a 106.90 foot radius curve to the left (the chord of which bears North 71°41'36" West 49.50 feet) a distance of 49.95 feet to a 5/8" iron rod with yellow plastic cap marked "R. Skinner PLS 869"; thence North 85°04'50" West 80.94 feet to the East line of the Tequendama Subdivision as recorded in Book 73 on Pages 59 and 60 of Lane County Plat Records; thence along said East Line South 00°02'38" West 303.25 feet to the Northerly right-of-way line, South 89°16'00" East 602.45 feet to the true point of beginning all in the City of Junction City, Lane County, Oregon.