

FILED: SEP 12, 2016 02:27 PM
OREGON SECRETARY OF STATE



LIEN NO. 90954993

ALEXANDER HEIGHTS, L

UCC

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)

DATA RESEARCH, INC.
8130 SW Beaverton-Hillsdale Highway
Portland, OR 97225

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 Alexander Heights, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 5440 SW Westgate Drive, Suite 370		CITY Portland	STATE OR	POSTAL CODE 97221
			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)

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 Fannie Mae				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS c/o Greystone Servicing, 419 Belle Air Lane		CITY Warrenton	STATE VA	POSTAL CODE 20186
				COUNTRY USA

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

Debtor's interest in all personal property located on or used in connection with the operation and maintenance of the real property in Multnomah County, Oregon, which real property and personal property are more particularly described in Schedule A and its Exhibit A, 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

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 ☐ Consignor/Consignor ☐ Seller/Buyer ☐ Bailor/Borrower ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

Alexander Heights Apartments- GSC# 11919/FNMA # 881546/ Pool # AN3011 File in Office of the Secretary of State of Oregon

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 EL check here <input type="checkbox"/>				
OR ORGANIZATION'S NAME Alexander Heights, LLC				
OR	10a. 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				
10a. ORGANIZATION'S NAME				
OR	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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input checked="" type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)				
11a. ORGANIZATION'S NAME Greystone Servicing Corporation, Inc.				
OR	11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
				SUFFIX
	11c. MAILING ADDRESS 419 Belle Air Lane		CITY Warrenton	STATE VA
			POSTAL CODE 20186	COUNTRY USA
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):				

13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT. <input type="checkbox"/> covers entire to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a future filing
15. Name and address of a RECORD OWNER of above-described real estate described in Item 10 (if Debtor does not have a record interest):	16. Description of real estate:
17. MISCELLANEOUS:	

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: ALEXANDER HEIGHTS, LLC
5440 SW WESTGATE DRIVE, SUITE 370
PORTLAND, OREGON 97221

SECURED PARTY: FANNIE MAE C/O
GREYSTONE SERVICING CORPORATION, INC.
419 BELLE AIR LANE
WARRENTON, VIRGINIA 20186

This financing statement covers the following types (or items) of 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 (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 are 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 jurisdiction in which the Property is located (the "Property Jurisdiction");

4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), 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 the Improvements 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 the Improvements or Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements or Collateral Property, including all governmental permits relating to any activities on the Property (the "Personalty");

5. 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;

6. Insurance Proceeds.

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

7. Awards.

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

8. Contracts.

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

9. 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 the Collateral Property, whether now due, past due, or to become due, and tenant security deposits (the "Rents");

10. 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 the Collateral Property, or any portion of the Property or the 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;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the 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;

12. 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 the 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, the Collateral Property or the Improvements 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 the Collateral Property, to prevent the imposition of liens on the Property or the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

13. 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);

14. Tenant Security Deposits.

All tenant security deposits;

15. Names.

All names under or by which the Property or any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the 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 of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas 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.

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
UCC SCHEDULE A

DESCRIPTION OF THE PROPERTY

This Exhibit A is attached to and incorporated into the Financing Statement naming Fannie Mae c/o Greystone Servicing Corporation, Inc. as the Secured Party and Alexander Heights, LLC, an Oregon limited liability company, as the Debtor.

The land referred to in this Exhibit A to Schedule A to UCC 1 Financing Statement is situated in the City of Portland, County of Multnomah, State of Oregon, and is described as follows:

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, TO-WIT:

BEGINNING AT A POINT IN THE ALONZO GATES DONATION LAND CLAIM, WHICH IS 3948.24 FEET EAST AND 985.72 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID DONATION LAND CLAIM; THENCE EAST 104.88 FEET BY A LINE PARALLEL WITH THE NORTH BOUNDARY OF SAID ALONZO GATES DONATION LAND CLAIM TO A POINT; THENCE SOUTH BY A LINE PARALLEL WITH THE WESTERLY BOUNDARY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED BY E. L. COLDWELL TO GUY G. WILLIS BY DEED RECORDED IN BOOK 213, PAGE 284, MULTNOMAH COUNTY DEED RECORDS, TO A POINT 442.04 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF POWELL VALLEY ROAD; THENCE NORTH 69° 41' WEST, ALONG SAID NORTHERLY LINE OF SAID POWELL VALLEY ROAD, TO A POINT WHICH IS INTERSECTED BY A LINE DRAWN SOUTHERLY FROM THE POINT OF BEGINNING, PARALLEL WITH THE SAID WESTERLY LINE OF THE SAID WILLIS TRACT; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, BEING A TRACT OF LAND IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPTING THEREFROM A STRIP OF LAND 12 INCHES IN WIDTH OVER THE SOUTHERLY PORTION OF SAID LAND ABUTTING POWELL BOULEVARD AS CONVEYED TO THE CITY OF PORTLAND BY DEED RECORDED MAY 27, 2005 AS RECORDER'S FEE NO. 2005-095531.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED BY DEED RECORDED MAY 8, 2006 AS RECORDER'S FEE NO. 2006-084952 IN FAVOR OF STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, MORE PARTICULARLY, DESCRIBED AS FOLLOWS:

A 12.00 FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2

EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF MULTNOMAH AND STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-3/8 INCH BRASS DISC AT THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 1998-078, MULTNOMAH COUNTY PLAT RECORDS, SAID POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SE POWELL BOULEVARD (COUNTY ROAD NO. 535, 45.00 FEET FROM CENTERLINE); THENCE ALONG THE SOUTHEASTERLY EXTENSION OF THE WEST LINE OF SAID PARCEL 1, SOUTH 01° 10' 55" EAST, 16.03 FEET TO A POINT 30.00 FEET NORTHEASTERLY OF AND PERPENDICULAR TO THE CENTERLINE OF SAID SE POWELL BOULEVARD; THENCE ALONG A LINE, 30.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE, NORTH 70° 30' 14" WEST 377.25 FEET TO A ¾ INCH IRON PIPE AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED BOOK 2178, PAGE 391, MULTNOMAH COUNTY DEED RECORDS AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID TRACT, NORTH 00° 41' 00" WEST, 12.79 FEET; THENCE ALONG A LINE 42.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID CENTERLINE OF SE POWELL BOULEVARD, SOUTH 70° 30' 14" EAST, 112.02 FEET TO THE EAST LINE OF SAID TRACT; THENCE ALONG SAID EAST LINE, SOUTH 01° 43' 20" EAST, 12.79 FEET TO A POINT 30.00 FEET NORTHEASTERLY OF AND PERPENDICULAR TO THE AFORESAID CENTERLINE OF SE POWELL BOULEVARD; THENCE ALONG A LINE 30.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE, NORTH 70° 30' 14" WEST, 112.03 FEET TO THE TRUE POINT OF BEGINNING.

SAID PROPERTY HAS BEEN RE-PLATTED AND IS NOW DESCRIBED AS FOLLOWS:

UNITS 1 THROUGH 20, INCLUSIVE, ALEXANDER HEIGHTS CONDOMINIUMS, IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AUGUST 12, 2009, PLAT BOOK 1300, PAGES 0015-0021, AND AS SET FORTH IN CONDOMINIUM DECLARATION RECORDED AUGUST 12, 2009 AS FEE NO. 2009 115751, TOGETHER WITH THOSE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AND TOGETHER WITH AN UNDIVIDED FRACTIONAL OWNERSHIP OF THE GENERAL COMMON ELEMENTS OF SAID CONDOMINIUM AS SET FORTH IN THE SAID DECLARATION AND IN ANY SUBSEQUENT AMENDMENTS THERETO AS APPURTENANT TO SAID UNIT.

For informational purposes only:

Tax ID#: R632061, R632062, R632063, R632064, R632065, R632066, R632067, R632068, R632069, R632070, R632071, R632072, R632073, R632074, R632075, R632076, R632077, R632078, R632079, R632080

Address: 15075 SE Powell Boulevard
Portland, OR 97236