



UCC

LIEN NO. 91917747

ALLEN PROPERTIES, L.

### UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	CT 70219644 OROR
File with: Secretary of State, OR	

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 ALLEN PROPERTIES, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o David H. Allen, Jr., 1135 Lakefront		CITY Lake Oswego	STATE OR	POSTAL CODE 97034
				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 WELLS FARGO BANK, NATIONAL ASSOCIATION				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1300 SW Fifth Ave., 25th Floor, MAC P6101-250		CITY Portland	STATE OR	POSTAL CODE 97201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
FOR THE COLLATERAL DESCRIPTION SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

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 <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
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7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
70219644 580120.01057

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

Exhibit A to Uniform Commercial Code ("UCC") National UCC Financing Statement (Form UCC1) ("Financing Statement"), naming ALLEN PROPERTIES, L.L.C., an Oregon limited liability company, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party", dated as of July 31, 2012.

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"):

(a) All real property located in Clackamas County, Oregon, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all interest or estate which Trustor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent domain or any proceeding or purchase in lieu thereof or any damage to any portion of said real property. The listing of specific rights or property shall not be interpreted as a limitation of general terms.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under the Oregon Uniform Commercial Code, as amended or recodified from time to time ("UCC"), and is acknowledged and agreed to be a "construction mortgage" under the UCC.

2. The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Security Instrument") of even date herewith from Debtor to Secured Party encumbering the 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 Security Instrument 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 Security Instrument 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.

**SCHEDULE I 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 ALLEN PROPERTIES, L.L.C., an Oregon limited liability company, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party".

Property Description. The real property referred to in Paragraph 1 of Exhibit A to this Financing Statement is located in the County of Clackamas, Oregon and is described as follows:

Parcel 2, Partition Plat 2012- 031, recorded May 15, 2012, in plat Book 2012, Page 031, plat records of Clackamas County, Oregon.

EXCEPTING THEREFROM all minerals and mineral rights reserved by SF Pacific Properties in deed recorded November 5, 1993, Recorder's No. 93-83053.

EXCEPTING THEREFROM all minerals and mineral rights reserved by SF Pacific Properties in deed recorded December 31, 1996, Recorder's No. 96-095771.

TOGETHER WITH an appurtenant easement as set forth in the Declaration of No Build Easement, recorded May 15, 2012, Recorder's No. 2012-030187, in the official records of Clackamas County, Oregon, amended by First Amendment to Declaration of No Build Easement, recorded May 16, 2012, Recorder's No. 2012-030608, in the official records of Clackamas County, Oregon.

TOGETHER WITH an appurtenant easement as set forth in the Declaration of Fire Access Easement, recorded May 15, 2012, Recorder's No. 2012-030186, in the official records of Clackamas County, Oregon.

TOGETHER WITH certain appurtenant easements as set forth in the Declaration of Reciprocal Easement Agreement, recorded May 15, 2012, Recorder's No. 2012-030184, in the official records of Clackamas County, Oregon, amended by First Amendment to Declaration of Reciprocal Easement Agreement, recorded May 16, 2012, Recorder's No. 2012-030607, in the official records of Clackamas County, Oregon.