

FILED: JAN 18, 2024 10:53 AM  
OREGON SECRETARY OF STATE



UCC

LIEN NO. 93766202

146TH APARTMENTS EAS

**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)
Lanre A. Popoola, Esquire Troutman Pepper Hamilton Sanders LLP Post Office Box 1122 Richmond, Virginia 23218
<b>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</b>

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 <b>146TH APARTMENTS EAST-WEST LIMITED PARTNERSHIP</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Home First Development 4351 SE Hawthorne Blvd.	Portland	OR	97215	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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2b. INDIVIDUAL'S SURNAME			
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 <b>FANNIE MAE</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o KeyBank National Association, c/o KeyBank Real Estate Capital - Servicing Department, 11501 Outlook Street, Suite 300, Mailcode: KS-01-11- 0501	Overland Park	KS	66211	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 <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only 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 only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

Bria Apartments (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

9a. ORGANIZATION'S NAME  
**146TH APARTMENTS EAST-WEST LIMITED PARTNERSHIP**

OR

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

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.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only org name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

**KEYBANK NATIONAL ASSOCIATION**

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

c/o KeyBank Real Estate Capital - Servicing Department, 11501 Outlook Street, Suite 300  
Mailcode: KS-01-11-0501

CITY

Overland Park

STATE

KS

POSTAL CODE

66211

COUNTRY

USA

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 as-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:

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

DEBTOR: **146TH APARTMENTS EAST-WEST LIMITED  
PARTNERSHIP  
C/O HOME FIRST DEVELOPMENT  
4351 SE HAWTHORNE BLVD.  
PORTLAND OR, 97215**

SECURED PARTY: **C/O FANNIE MAE  
KEYBANK NATIONAL ASSOCIATION  
C/O KEYBANK REAL ESTATE CAPITAL - SERVICING  
DEPARTMENT  
11501 OUTLOOK STREET, SUITE 300  
MAILCODE: KS-01-11-0501  
OVERLAND PARK, KANSAS 66211  
ATTN: SERVICING MANAGER**

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 (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. 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.

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;

### 7. 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;

### 8. Contracts.

All contracts, options, and other agreements for the sale of 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;

**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 Collateral Property, whether now due, past due, or to become due, and all 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 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;

**11. 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;

**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 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");

**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. 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;

**15. 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;

**16. 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;

**17. 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

**18. 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**  
**(Borrower)**

**DESCRIPTION OF THE PROPERTY**

PARCEL I: (Informational Note: Portion of Property ID: R109683 Map/Tax Lot: 1N2E36CB-03200 – 146TH WEST)

The East 84 feet of Lot 189, ASCOT ACRES, EXCEPT the North 73 feet thereof, TOGETHER WITH that portion of vacated Edith Avenue lying South of and adjacent thereto, in the City of Portland, County of Multnomah and State of Oregon.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division, by Deed recorded October 23, 1984 in Book 1783, Page 48.

PARCEL II: (Informational Note: Portion of Property ID: R109683 Map/Tax Lot: 1N2E36CB-03200 – 146TH WEST)

The East one-half of Lot 189, ASCOT ACRES, TOGETHER WITH that portion of vacated Edith Avenue lying South of and adjacent thereto, in the City of Portland, County of Multnomah and State of Oregon, EXCEPTING the East 84 feet thereof.

ALSO EXCEPTING THE FOLLOWING: A part of Lot 189, ASCOT ACRES, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at an iron pipe at the Northeast corner of said Lot 189; thence West on the North line of said lot, 155 feet to an iron pipe on the line dividing Lot 189 into East and West halves; thence South on said dividing line, 53.72 feet to an iron pipe; thence East parallel with the North line of said lot, 71 feet to an iron pipe; thence South, parallel with N.E. 146th Avenue, 18.85 feet; thence East parallel with the North line of said lot, 84 feet to an iron pipe in the West line of N.E. 146th Avenue; thence North 73 feet on the West line of N.E. 146th Avenue to the point of beginning.

PARCEL III: (Informational Note: Portion of Property ID: R109683 Map/Tax Lot: 1N2E36CB-03200 – 146TH WEST)

A part of Lot 189, ASCOT ACRES, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at an iron pipe at the Northeast corner of said Lot 189; thence West on the North line of said lot, 155 feet to an iron pipe on the line dividing Lot 189 into East and West halves; thence South on said dividing line, 53.72 feet to an iron pipe; thence East parallel with the North line of said lot, 71 feet to an iron pipe; thence South, parallel with N.E. 146th Avenue, 18.85 feet; thence East parallel with the North line of said lot, 84 feet to an iron pipe in the West line of N.E. 146th Avenue; thence North 73 feet on the West line of N.E. 146th Avenue to the point of beginning.

PARCEL IV: (Informational Note: Portion of Property ID: R109683 Map/Tax Lot: 1N2E36CB-03200 – 146TH WEST)

The South half of the East half of Lot 190, ASCOT ACRES, in the City of Portland, County of Multnomah and State of Oregon.

PARCEL V: (Informational Note: Portion of Property ID: R109718 Map/Tax Lot: 1N2E36CB-02700 – 146TH EAST)

A part of Lot 208, ASCOT ACRES, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the South line of vacated Edith Avenue, 195 feet West of intersection of Southerly extension of the East line of Lot 208, ASCOT ACRES, in the City of Portland, County of Multnomah and State of Oregon, with the South line of said vacated Edith Avenue, for the true point of beginning; thence continue West on South line of vacated Edith Avenue, 115 feet, more or less, to the East line of N.E. 146th Avenue; thence North along the East line of N.E. 146th Avenue, 120 feet to point which is 80 feet North of the Southwest corner of said Lot 208, measured on said East line; thence East, parallel with the South line of Edith Avenue, 115 feet to the East line of property deeded to Glen A. Richards and Mary Richards by Deed recorded March 19, 1954 in PS Deed Book 1649 at page 295; thence Southerly on said East line 120 feet to the true point of beginning.

EXCEPT that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed recorded May 10, 1985 in Book 1822, page 1236.

PARCEL VI: (Informational Note: Portion of Property ID: R109718 Map/Tax Lot: 1N2E36CB-02700 – 146TH EAST)

That portion of Lots 207 and 208, ASCOT ACRES, in the City of Portland, County of Multnomah and State of Oregon; TOGETHER WITH a portion of vacated Edith Avenue, which inured thereto, more particularly described as follows:

Beginning at a point 130 feet West from the intersection of the Southerly extension of the East line of Lot 208, ASCOT ACRES, with the South line of the now vacated Edith Avenue, as shown on the plat of ASCOT ACRES; thence West along the South line of said vacated Edith Avenue, 65 feet; thence North parallel with the East line and its Southerly extension of Lots 208

and 207, a distance of 260 feet; thence East parallel with the South line of said vacated Edith Avenue, 65 feet to a point which is 130 feet West from the East line of Lot 207; thence South 260 feet to the point of beginning.

**PARCEL VII: (Informational Note: Portion of Property ID: R109718 Map/Tax Lot: 1N2E36CB-02700 – 146TH EAST)**

The South 82 feet of Lot 207, EXCEPT the East 195 feet thereof, and Lot 208, EXCEPT the East 195 feet, and EXCEPT the South 80 feet of said Lot 208, ASCOT ACRES, in the City of Portland, County of Multnomah and State of Oregon.