

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



200402190119

Skagit County Auditor

2/19/2004 Page 1 of 7 3:54PM

A. NAME & PHONE OF CONTACT AT FILER [optional]
Attn: Vanessa Howes

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

PW Funding Inc.
200 Old Country Road #580
Mineola NY 11501

LAND TITLE OF SKAGIT COUNTY

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200207190003

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects: Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b, also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME: Peregrine Holdings, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

28-34-4
P28012

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME: Fannie Mae c/o PW Funding Inc.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
County

SCHEDULE A

DEBTOR: LITTLE MOUNTAIN ESTATES MHC, LLC, a Washington limited liability company

SECURED PARTY: FANNIE MAE c/o PW FUNDING INC., a Delaware corporation

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 "Land"), including any future replacements and additions (the "Improvements");
2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, 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 disposals, 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; and exercise equipment (the "Fixtures");
3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "Personalty");
4. **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 Land 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 (the "Other Rights");

5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");

8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds");

9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (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 Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");

11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all 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 Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");

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 which have not been forfeited by any tenant under any Lease;

15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property; and

16. **Manufactured Homes.** All Manufactured Homes described in Schedule 1 attached hereto, all personal property associated with any Manufactured Home, including but not limited to appliances, heating and cooling systems, awnings, skirting, decking, porches, garage, and add-on rooms, and any and all replacements of any of the foregoing, any and all accessions to any of the foregoing, and any proceeds of any of the foregoing, including but not limited to insurance proceeds.

LITTLE MOUNTAIN ESTATES MHC, LLC, a
Washington limited liability company

By: _____

Name: Brian Fitterer

Its: Manager



SCHEDULE 1

NONE

EXHIBIT A NEW/USED NAME AND MODEL NO.	YEAR	MANUFACTURER'S NAME MANUFACTURER'S SERIAL NO.	MEMO LENGTH X W.
<input type="checkbox"/> No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____	
<input type="checkbox"/> Certificate of Title No. _____	State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
Lot # _____	Street _____	City _____	County _____ State _____ Zip Code _____

EXHIBIT B NEW/USED NAME AND MODEL NO.	YEAR	MANUFACTURER'S NAME MANUFACTURER'S SERIAL NO.	MEMO LENGTH X W.
<input type="checkbox"/> No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____	
<input type="checkbox"/> Certificate of Title No. _____	State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
Lot # _____	Street _____	City _____	County _____ State _____ Zip Code _____

EXHIBIT C NEW/USED NAME AND MODEL NO.	YEAR	MANUFACTURER'S NAME MANUFACTURER'S SERIAL NO.	MEMO LENGTH X W.
<input type="checkbox"/> No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____	
<input type="checkbox"/> Certificate of Title No. _____	State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	
Lot # _____	Street _____	City _____	County _____ State _____ Zip Code _____

EXHIBIT D NEW/USED NAME AND MODEL NO.	YEAR	MANUFACTURER'S NAME MANUFACTURER'S SERIAL NO.	MEMO LENGTH X W.
<input type="checkbox"/> No Certificate of Title has been issued <input type="checkbox"/>		Manufacturer's Certificate of Origin Dated _____	
<input type="checkbox"/> Certificate of Title No. _____	State of _____	<input type="checkbox"/> Copy <input type="checkbox"/> Original Attached	



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Skagit County Auditor

Lot #	Street	City	County	State	Zip Code



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EXHIBIT A

PARCEL "A":

The East 188.44 feet (as measured at right angles to the East line of said subdivision) of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 34 North, Range 4 East, W.M., EXCEPT the North 30 feet thereof for County road.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

PARCEL "B":

The West $\frac{1}{3}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, EXCEPT the North 30 feet thereof for County road, and the West $\frac{1}{3}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 28, Township 34 North, Range 4 East, W.M.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

(Said Parcels "A" and "B" combined are also shown as Lots 1-117, inclusive of that certain Survey entitled, "Little Mountain Estates Mobile Home Park", recorded April 11, 1991, under Auditor's File No. 9104110058.)



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