

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



Skagit County Auditor \$76.00
8/2/2013 Page 1 of 5 11:40AM

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Stephen R. Dawson
National Covenant Properties
8303 West Higgins Road
Chicago, Illinois 60631

LAND TITLE OF SKAGIT COUNTY
147788-0

P28216
P28950

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
BETHANY COVENANT CHURCH

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
1318 SOUTH 18TH STREET

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR
1e. TYPE OF ORGANIZATION
NFP CORP

1f. JURISDICTION OF ORGANIZATION
WASHINGTON

1g. ORGANIZATIONAL ID #, if any
601143471 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR
2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
NATIONAL COVENANT PROPERTIES

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
8303 WEST HIGGINS ROAD

3d. CITY
CHICAGO

3e. STATE
IL

3f. POSTAL CODE
60631

3g. COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED DESCRIPTION OF COLLATERAL

NE NE 29-34-4

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. If applicable. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME BETHANY COVENANT CHURCH		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11a. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
SEE ATTACHED EXHIBIT A

16. Additional collateral description:



201308020142

Skagit County Auditor \$76.00

8/2/2013 Page 2 of 5 11:40AM

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction
 Filed in connection with a Public-Finance Transaction

**UCC-1 FINANCING STATEMENT
DESCRIPTION OF COLLATERAL**

ALL OF DEBTOR'S right, title and interest in and to the following, whether now existing or hereafter acquired:

1. All equipment, fixtures, inventory (including all goods held for lease or demonstration, goods leased to others, and materials or supplies used or consumed by Debtor in Debtor's operations), documents relating to general intangibles, accounts, contract rights, chattel paper and instruments, now owned or hereafter acquired by Debtor, and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all goods the conveyance of which gave rise to, and all proceeds and products of the foregoing.
2. All fixtures, machinery, equipment and other articles of personal or mixed property, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the real property described on Exhibit "A" hereto (the "**Property**"), or the buildings and improvements now or hereafter erected thereon (the "**Improvements**"), or used or intended to be used in connection with the Property, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such property or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (collectively, the "**Service Equipment**"), including without limitation: (i) all appliances, furniture and furnishings; all articles of other decoration, floor, wall and window coverings; all office, kitchen and other fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduit, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Property during the course of, or in connection with any construction or repair or renovation of any of the improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing.
3. All leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Property, Improvements or Service Equipment and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "**Leases**"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Property, Improvements or Service Equipment, including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents, (collectively, the "**Rents**"); all of the following personal property (collectively, the "**Contracts**"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) or



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any nature relating to the Property, Improvement or Service Equipment, or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Property, Improvements or Service Equipment; all reservations or sales contracts previously or hereafter entered into by Debtor with regard to the Property and any and all escrow deposits paid thereunder.

4. All awards or payment, including interest thereon; made pursuant to condemnation or eminent domain proceedings with respect to the Property;
5. All policies of property, hazard, rent loss, risk and all other types of insurance covering the Property and the items described in Paragraphs 1 through 4 above, together with any and all extensions and replacements thereof, and any and all rights thereunder, and any and all rights of subrogation provided by the Deed of Trust of even date herewith in favor of Secured Party covering the Property.
6. All proceeds of any of the items described in Paragraphs 1 through 4 above, which shall include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Property, Improvements or Service Equipment, Leases, Rents and Contracts, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.
7. Any and all other property of every kind and nature from time to time hereafter, by delivery or writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by Debtor or anyone on Debtor's behalf.

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201308020142

Skagit County Auditor

\$76.00

8/2/2013 Page

4 of

5 11:40AM

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL "A":

That portion of the North ½ of the Northwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 220 feet South of the intersection of the centerlines of Burch Road (also known as 18th Street) and Section Street;

Thence South 89°34' East 120 feet to the Northeast corner of that certain tract of land conveyed to Thomas G. Meyer by instrument recorded December 16, 1964, under Auditor's File No. 659858 and the true point of beginning of this description;

Thence continuing South 89°34' East along the South lines of those certain tracts conveyed to Willard Hanson and Valenice D. Hanson, husband and wife, by instrument recorded October 27, 1966, under Auditor's File No. 690161 and conveyed to Arthur C. Nelson and Minnie L. Nelson, husband and wife, by instrument recorded June 7 1963, under Auditor's File No. 636951, a distance of 125 feet, more or less, to the intersection of the most Westerly line of that certain tract described as Parcel "A" of those premises conveyed to M.L. Stone and Delois Stone, husband and wife, by instrument recorded May 13, 1968, under Auditor's File No. 713534, and the Southerly line of said Nelson Tract;

Thence South 0°26' West along the West line of said Stone Tract and said line extended 112.46 feet, more or less, to South line of the North ½ of the Northwest ¼ of the Northeast ¼ of the Northeast ¼ of said Section 29;

Thence West along said South line 215 feet, more or less, to the East line of Burch Road (also known as 18th Street);

Thence North 30 feet to the Southwest corner of said Meyer Tract;

Thence East 90 feet along the South line of said Meyer Tract to the Southeast corner thereof;

Thence North along the East line of said Meyer Tract 82.46 feet, more or less, to the true point of beginning,

EXCEPT the South 30 feet thereof.

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

PARCEL "B":

TOGETHER WITH a non-exclusive easement for ingress and egress over, under and across that 30 feet strip of land excepted in Parcel "A" above.

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

APN: P28216/340429-0-068-0100

PARCEL "C":

The South Half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 29, Township 34 North, Range 4 East of the Willamette Meridian;

EXCEPT the West 30 feet thereof convey to Skagit County for road purposes by deed recorded October 27, 1909, under Auditor's File No. 76098, records of Skagit Count, Washington.

Situated in Skagit County, Washington.

APN: P28550/340429-1-006-0005



201308020142

Skagit County Auditor

\$76.00

8/2/2013 Page

5 of

5 11:40AM