

**WHEN RECORDED RETURN TO:**  
Blackburne & Sons Realty Capital Corporation  
4811 Chippendale Drive Ste. 101  
Sacramento CA 95841



201802080081

Skagit County Auditor

\$79.00

2/8/2018 Page

1 of

6 3:15PM

**DOCUMENT TITLE(S)**

UCC Financing Statement

CHICAGO TITLE

020032943

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR(S):**

200 Suzanne Lane, LLC

**GRANTEE(S):**

*Blackburne*

~~Blackburne~~ & Brown Mortgage Fund II

**ABBREVIATED LEGAL DESCRIPTION:**

Lot(s): 3 SKAGIT COUNTY BINDING SITE PLAN NO. L-99-0003

**TAX PARCEL NUMBER(S):**

P119264 / 8040-000-003-0000

# 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)
<div>c/o Blackburne &amp; Sons Realty Capital Corporation 4811 Chippendale Drive, Suite 101 Sacramento, California 95841</div>

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 <b>200 Suzanne Lane, LLC, a Washington limited liability company</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>5129 Evergreen Way, #D4-4</b>		CITY <b>Everett</b>	STATE <b>WA</b>	POSTAL CODE <b>98203</b>
			COUNTRY <b>US</b>	

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 <b>Blackburne &amp; Brown Mortgage Fund II, a California Limited Part et al its Successors and/or Assigns</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>4811 Chippendale Drive, Suite 101</b>		CITY <b>Sacramento</b>	STATE <b>CA</b>	POSTAL CODE <b>95841</b>
			COUNTRY <b>US</b>	

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

See Exhibit "A" attached

5. Check <u>only</u> if applicable and check <u>only</u> 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 <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	
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/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

## **Exhibit "A"**

### **Collateral**

All of Debtor's assets, which may include the following items (hereinafter, collectively, the "Collateral"):

(a) **GENERAL INTANGIBLES.** All of Debtor's General Intangibles, now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "General Intangibles" means all personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, business records, deposit accounts, inventions, intellectual property, designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, goodwill, technology, knowhow, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, tax refund claims, and any letters of credit, guarantee claims, security interests, or other security held by the Debtor to secure any "Accounts" (as hereinafter defined).

(b) **ACCOUNTS (INCLUDING ACCOUNTS RECEIVABLE).** All of Debtor's Accounts, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "Accounts" means any right of Debtor to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance, including, without limitation, any and all bank accounts, ACH accounts, and accounts related to credit card processing. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, notes, drafts, acceptances, all rights to payment earned or unearned under a charter or other contract involving the use or hire of a vessel and all rights incident to the charter or contract, and other forms of obligations and receivables.

(c) **INVENTORY.** All of Debtor's Inventory, whether now owned or hereafter acquired, together with the products and proceeds therefrom and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Debtor's business, wherever located and whether in the possession of Debtor, a warehouseman, a bailee, or any other person.

(d) **EQUIPMENT.** All of Debtor's Equipment, now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. As used herein, the term "Equipment" includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Debtor's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interests therein, including but not limited to the items attached hereto as Schedule 1.

(e) **FIXTURES.** All of Debtor's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds therefrom, all substitutes and replacements therefor, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to all of Debtor's business premises as well as every other location of Debtor's business, including but not limited to all fixtures located at 200 Suzanne Lane, Mount Vernon, Washington 98273

(f) CHATTEL PAPER, DOCUMENTS AND INSTRUMENTS. All of Debtor's right, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either Debtor or Secured Party, together with all proceeds therefrom. The terms "chattel paper," "documents," and "instruments" shall have those meanings ascribed to them in the California Uniform Commercial Code.

This security interest is given as security for all indebtedness and obligations owed by Debtor to Secured Party, whether now existing or hereafter incurred, under this Security Agreement or the Notes, together with all extensions, modifications, or renewals thereof (hereinafter referred to, collectively, as the "Obligation").

The term "proceeds" means all products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein.

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Loan No. N2409/ Suzanne Lane Retail Building

SCHEDULE 1 -

- 200 Suzanne Lane, LLC

(3) Racking system	\$ 3,000
(6) Display cabinets	\$ 8,500
(2) Computers	\$ 2,000
(2) Furniture & Fixtures	\$ 1,500
Total Improvements	\$15,000



**LEGAL DESCRIPTION  
EXHIBIT "A"**

Lot 3, SKAGIT COUNTY BINDING SITE PLAN NO. L-99-0003, approved July 1, 2002, recorded July 1, 2002, under Auditor's File No. 200207010180, records of Skagit County, Washington; being a portion of the Southwest Quarter of the Northwest Quarter In Section 32, Township 34 North, Range 4 East of the Willamette Meridian. Situated in Skagit County, Washington