

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
Ravi P. Patel, Esquire Troutman Pepper Hamilton Sanders LLP Post Office Box 1122 Richmond, Virginia 23218
GNW 20-7279

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					
MOUNT VERNON HOLDING LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
201 Union Avenue SE		Renton	WA	98059	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					
FANNIE MAE					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
c/o Wells Fargo Bank, National Association, 1751 Pinnacle Drive, 8th Floor		McLean	VA	22102	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.

P28106/P68653/P68649/P68648/P28168/P28169/P28647

Portions of the West 1/2 of the SW 1/4 of Sec. 29, Twp. 34 N., R. 4 E., WM

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"/> Lessor/Lessee <input type="checkbox"/> Consignor/Consignee <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA	

Evergreen MHC and Mountain View MHC (Local)

International Association of Commercial Administrators (IACA)

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

MOUNT VERNON HOLDING LLC

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 one name (11a or 11b)

11a. ORGANIZATION'S NAME

WELLS FARGO BANK, NATIONAL ASSOCIATION

OR
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

1751 Pinnacle Drive, 8th Floor

McLean

VA

22102

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
(Manufactured Housing Community)**

DEBTOR: MOUNT VERNON HOLDING LLC
201 UNION AVENUE SE
RENTON, WASHINGTON 98059

SECURED PARTY: WELLS FARGO BANK, NATIONAL ASSOCIATION
1751 PINNACLE DRIVE, 8TH FLOOR
MCLEAN, VIRGINIA 22102

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 Exhibits A and B attached hereto (the "Property"), including any future replacements, facilities, and additions and other construction on the Property (the "Improvements"). Improvements include Manufactured Homes now or hereafter owned by Debtor ("Debtor's Homes"), if so categorized by State or local law. As of this date, the Debtor's Homes are those listed in Exhibit B attached hereto;

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 are 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 jurisdiction in which the Property is located (the "Property Jurisdiction");

4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), 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 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 Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the "Personalty"). Personalty includes Debtor's Homes, if so categorized by State or local law;

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 Proceeds.

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the 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 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 Collateral Property, whether direct or indirect (a "Condemnation Action"), (b) any damage to the 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 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 the Fixtures, the Personalty, or any part of the 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 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 Collateral Property, or any portion of the 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 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 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 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 Collateral Property, to prevent the imposition of liens on the 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 Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the 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 of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged 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.

[Remainder of Page Intentionally Blank]

**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DESCRIPTION OF THE PROPERTY

Mountain View MHC is Parcels: "A". "B" and "C" below.

Parcel "A"

The South 200 feet of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 and of the South 200 feet of the West 31 feet of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 West, W.M., EXCEPT State Highway.

ALSO EXCEPT

Begin at the intersection of the South line of said subdivision and the East line of Old Highway 99 South, sometimes referenced as the Alfred Johnson Road; thence East along the South line of said subdivision 375.52 feet; thence North parallel with the East line of said road 6.86 feet; thence West parallel with the South line of said subdivision 375.52 feet to the East line of said road; thence South along the East line of road 6.86 feet to the Point of Beginning.

Parcel "B "

The Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M.,

EXCEPT the West 200 feet thereof; AND EXCEPT the South 200 feet thereof AND EXCEPT the North 250 feet thereof; ALSO West 31 feet of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section; EXCEPT the South 200 feet thereof AND EXCEPT the North 250 feet thereof; ALSO the North 15 feet of the West 200 feet of the South 215 feet of the Northwest 1/4 of the Southwest 1/4 of Southwest 1/4 of said Section, EXCEPT that portion lying within the Pacific Highway right-of-way.

EXCEPTING from Parcel "A" and "B" above, that portion of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 29, lying Easterly of the following described line:

Beginning at the Northeast corner of the West 31 feet of said subdivision, which point bears North 87 degrees 25'22" East, a distance of 31.00 feet from the Northwest corner of said subdivision; thence South 2 degrees 32'20" East along the East line of the West 31 feet of said

Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4, said line being parallel to and measured at right angles to the West line of said subdivision, a distance of 250.00 feet to the true point of beginning of this property line description; thence continuing South 2 degrees 32'20" East along said East line of the West 31.00 feet of said subdivision, a distance of 102.58 feet; thence South 29 degrees 06'14" East, a distance of 3.18 feet; thence South 2 degrees 32'20" East, a distance of 17.75 feet; thence South 24 degrees 01'34" West, a distance of 3.18 feet; thence South 2 degrees 32'20" East along said East line of the West 31.00 feet of said subdivision, a distance of 27.24 feet; thence South 29 degrees 06'14" East, a distance of 2.50 feet; thence South 2 degrees 32'20" East, a distance of 17.70 feet; thence South 24 degrees 01'34" West, a distance of 2.50 feet; thence South 2 degrees 32'20" East along said East line of the West 31.00 feet of said subdivision, a distance of 187.11 feet; thence South 29 degrees 06'14" East, a distance of 4.76 feet; thence South 2 degrees 32'20" East, a distance of 37.77 feet to the point of ending of this property line description, and which point is located on the South line of said Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 and which point bears North 86 degrees 59'56" East, a distance of 2.13 feet from the Southeast corner of said West 31.00 feet of said subdivision and the terminus of this line description.

Parcel "C"

All that portion of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., lying West of the following described property line: Beginning at the Northeast corner of the West 31 feet of said subdivision, which point bears North 87 degrees 25'22" East, a distance of 31.00 feet from the Northwest corner of said subdivision; thence South 2 degrees 32'20" East along the East line of the West 31 feet of said Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4, said line being parallel to and measured at right angles to the West line of said subdivision, a distance of 250.00 feet to the true point of beginning of this property line description; thence continuing South 2 degrees 32'20" East along said East line of the West 31.00 feet of said subdivision, a distance of 102.58 feet; thence South 29 degrees 06'14" East, a distance of 3.18 feet; thence South 2 degrees 32'20" East, a distance of 17.75 feet; thence South 24 degrees 01'34" West, a distance of 3.18 feet; thence South 2 degrees 32'20" East along said East line of the West 31.00 feet of said subdivision, a distance of 27.24 feet; thence South 29 degrees 06'14" East, a distance of 2.50 feet; thence South 2 degrees 32'20" East, a distance of 17.70 feet; thence South 24 degrees 01'34" West, a distance of 2.50 feet; thence South 2 degrees 32'20" East along said East line of the West 31.00 feet of said subdivision, a distance of 187.11 feet; thence South 29 degrees 06'14" East, a distance of 4.76 feet; thence South 2 degrees 32'20" East, a distance of 37.77 feet to the point of ending of this property line description, and which point is located on the South line of said Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 and which point bears North 86 degrees 59'56" East, a distance of 2.13 feet from the Southeast corner of said West 31.00 feet of said subdivision.

Evergreen MHC is Parcels "D", "E" and "F" below.

Parcel "D"

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Pacific Highway, 450 feet North of the South line of said Northwest 1/4 of the Southwest 1/4; thence East, 140 feet to the True Point of Beginning of this description; thence North, 100 feet; thence East, 24 feet; thence North, 100 feet; thence East, 707.2 feet; thence South, 200 feet; thence West, 731.2 feet, more or less, to the True Point of Beginning; EXCEPT any portion thereof lying within the boundaries of existing rights-of-way.

Parcel "E"

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Old Pacific Highway 572 feet North of the South line of said Northwest 1/4 of the Southwest 1/4; thence South along the East line of said Highway 22 feet; thence East 164 feet; thence North 100 feet; thence West 45 feet; thence Southwesterly in a straight line a distance of 82 feet, more or less, to a point that is 96 feet East of the point of beginning; thence West 96 feet to the point of beginning.

Parcel "F"

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Pacific Highway, 550 feet North of the South line of said Northwest 1/4 of the Southwest 1/4;
thence East 164 feet;
thence North 100 feet;
thence West 164 feet, more or less, to the East line of said highway;
thence South 100 feet, more or less, to the point of beginning.

EXCEPT any portion thereof lying within the boundaries of existing road and drainage ditch rights of way.

ALSO EXCEPT the following described parcel:

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Old Pacific Highway 572 feet North of the South line of said Northwest 1/4 of the Southwest 1/4; thence South along the East line of said highway 22 feet; thence East 164 feet; thence North 100 feet; thence West 45 feet; thence Southwesterly in a straight line, a distance of 82 feet, more or less, to a point that is 96 feet East of the point of beginning; thence West 96 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

**EXHIBIT B
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

[DEBTOR'S HOMES]

Not Applicable

New or Used	New	Used
Year		
Manufacturer's Name		
Model Name		
Model Number		
Manufacturer's Serial Number		
Length and Width	Length	Width
Manufacturer's Certificate of Origin Date		
Lot Number		
Street Address		
City		
County		
State		
Zip Code		
Certificate of Title Issued	Yes	No
Certificate of Title Number		
State of Issuance		
Certificate of Title Attached	Copy	Original