

After Recording Return to:

**Loan Funder LLC Post-Closing
645 Madison Avenue, Floor 19
New York, NY 10022**

Chicago Title Company
620049851

UCC FINANCING STATEMENT COVER PAGE

MERS as nominee for Loan Funder LLC Series 27776 to 2ND CHANCE INVESTMENT GROUP, LLC
Property commonly known as 11064 Peter Anderson Road, Burlington, WA 98233
Loan in the amount of Three Hundred Twenty Four Thousand and 00/100 dollars (\$324,000.00)

To be recorded in the public records as MERS as nominee for Loan Funder LLC Series 27776 to
2ND CHANCE INVESTMENT GROUP, LLC

Prepared by:
LaRocca Hornik Rosen & Greenberg
40 Wall Street
New York, NY 10005

Trustee: Chicago Title Company

Abbreviated Legal: PTN TRACT 6, "PLAT OF THE BURLINGTON ACREAGE
PROPERTY"

Tax Parcel Numbers: P62303, P62296

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)

LAROCCA HORNIK ROSEN & GREENBERG, LLP
 ATTN: JONATHAN L. HORNIK, ESQ.
 83 SOUTH STREET, SUITE 302
 FREEHOLD, NJ 07728

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 1D of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
2ND CHANCE INVESTMENT GROUP, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12523 Limonite Ave, Suite 440-198 Mira Loma CA 91752 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 1D 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 or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Loan Funder LLC Series 27776

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

645 Madison Avenue, Floor 19 NEW YORK NY 10022 USA

4. COLLATERAL: This financing statement covers the following collateral:
Please see attached Schedule A and Exhibit A for property description

5. Check only if applicable and check only one box: Collateral is held in a trust (see UCC1Ad, Item 1I and Instructions) being administered by a Debtor's Personal Representative

6a. Check only if applicable and check only one box: Public Finance Transaction Manufactured Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailer Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

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
2ND CHANCE INVESTMENT GROUP, 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
Loan Funder LLC Series 27776

OR

11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
645 Madison Avenue, Floor 19 NEW YORK NY 10022 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 13 (if Debtor does not have a record interest)

16. Description of real estate.

17. MISCELLANEOUS

SCHEDULE A
PROPERTY DESCRIPTION

PARCEL "A":

The North 100 feet of the South $\frac{1}{4}$ of the East $\frac{1}{4}$ of the East $\frac{1}{4}$ of Tract 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

EXCEPT any portion thereof lying within the boundary of the following described tract:

Beginning at the Southeast corner of said Tract 6;
thence North along the East line thereof to a point 264 feet North of the North line of the Burlington-Sedro-Woolley Highway;
thence Southwesterly to a point which is 120 feet West of the East line of said tract and 260 feet North of the South line thereof;
thence South to the South line of said Tract 6;
thence East to the point of beginning.

TOGETHER WITH a tract of land located in the North $\frac{1}{4}$ of Tract 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the Southeast corner of the North $\frac{1}{4}$ of said Tract 6;
thence South $89^{\circ}48'07''$ West along the South line of the North $\frac{1}{4}$ of Tract 6 a distance of 301.91 feet;
thence North $0^{\circ}23'45''$ West a distance of 27.20 feet;
thence North $89^{\circ}46'07''$ East a distance of 301.87 feet to the East line of said Tract 6;
thence South $0^{\circ}30'15''$ East a distance of 27.20 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South $\frac{1}{4}$ of the East $\frac{1}{4}$ of Tract 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

EXCEPT the North 100 feet of the South $\frac{1}{4}$ of the East $\frac{1}{4}$ of the East $\frac{1}{4}$ of said Tract 6,

AND EXCEPT that portion described as follows:

Beginning at the Southeast corner of said tract;
thence North along the East line thereof to a point 264 feet North of the North line of the Burlington-Sedro-Woolley Highway;
thence Southwesterly to a point which is 120 feet West of the East line of said tract and 260 feet North of

the South line thereof;
thence South to the South line of said Tract 6;
thence East to the point of beginning.

ALSO EXCEPT that portion of the East ½ of Tract 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of the East ½ of said Tract 6;
thence North 89°46' East along the South line of said Tract 6 a distance of 220.82 feet to a point on an existing fence line and the true point of beginning;
thence North 89°46' East 205.01 feet;
thence North 11°51' West a distance of 75.55 feet to a point in an existing fence line;
thence South 68°28' West along said fence line 203.61 feet to the true point of beginning.

AND ALSO EXCEPT that portion of the East ½ of Tract 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the Southeast corner of said East ½ of Tract 6;
thence South 69°46' West along the South line of said tract a distance of 120 feet to the true point of beginning for this description;
thence South 89°46' West a distance of 77.14 feet;
thence North 11°51' West, a distance of 75.55 feet;
thence North 68°28' East a distance of 98.60 feet to a point on the West line of the East 120 feet of said Tract 6;
thence South 0°30'15" East a distance of 109.80 feet to the true point of beginning.

AND ALSO EXCEPT that portion of Lots 6 and 13, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Northeast corner of the South ½ of said Lot 6;
thence South 89°46'07" West along the North line of said South ½ of Lot 6, 301.91 feet to the true point of beginning;
thence continue South 89°46'07" West along said North line, 320.39 feet to the Northwest corner of said South ½ of the East ½ of said Lot 6;
thence South 0°23'45" East along the West line of said East ½, 316.05 feet to the Southwest corner of said South ½ of the East ½ of Lot 6;
thence South 10°01'02" East 81.86 feet to an existing fence;
thence North 68°28'00" East, along said existing fence line 328.83 feet to a point that is South 0°23'45" East from the true point of beginning;
thence North 0°23'45" West, parallel with said West line, 277.26 feet to the true point of beginning.

Property commonly known as: 11064 Peter Anderson Road, Burlington, WA 98233

PARCEL "C":

That portion of the South ½ of the East ½ of Tract 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the Southeast corner of said Tract 6;
thence North along the East line thereof to a point 264 feet North of the North line of the Burlington-Sedro-Woolley Highway;
thence Southwesterly to a point which is 120 feet West of the East line of said tract and 260 feet North of the South line thereof;
thence South to the South line of said Tract 6;
thence East to the point of beginning.

EXCEPT from the above any portion lying South of the following described line:

That portion of Tract 6, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at a point on the East line of said Tract 6, which is 252 feet North of the North line of the Burlington-Sedro-Woolley Highway, as said Highway existed on August 20, 1951;
thence West 120 feet;

thence North 8 feet to the Northwesterly corner of a tract of land conveyed to Vernon L. Anderson, by Deed recorded September 15, 1951, under Auditor's File No. 465729, records of Skagit County, Washington; said point being the true point of beginning for the line;

thence Northeasterly to the East line of said Tract 6 to a point which is 264 feet North of the North line of the said Burlington-Sedro-Woolley Highway and the terminal point of the line.

Situate in the County of Skagit, State of Washington.

EXHIBIT A

A. All fixtures and systems and articles of personal property, of every kind and character, now owned or hereafter acquired by Mortgagor (Mortgagor's successors or assigns), which are now or hereafter attached to the Land, which is located in the County of Skagit, State of Washington and more particularly described in Schedule "A" attached hereto, or the Improvements, or used in or necessary to complete the proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing, including, but without limiting the foregoing, all of the following items now owned or hereafter acquired by Mortgagor, any and all fixtures, systems, heating, ventilating, air conditioning, refrigerating, plumbing, water, sewer, lighting, generating, cleaning, storage, incinerating, waste disposal, sprinkler, fire extinguishing, communications, transportation (of people or things, including, but not limited to, stairways, elevators, escalators and conveyors), data processing, security and alarm, laundry, food or drink preparation, storage of serving, gas, electrical and electronic, water, and recreational uses or purposes; all tanks, pipes, wiring, conduits, ducts, doors, partitions, floor coverings, wall coverings, windows, window screens and shades, awnings, fans, motors, engines and boilers; motor vehicles; decorative items and art objects; and files, records and books of account (all of which are herein sometimes referred to together as "Accessories");

B. All (a) plans and specifications for the Improvements; (b) approvals, entitlements and contracts relating to the Land or the Improvements or the Accessories or any part thereof; (c) deposits including, but not limited to, Mortgagor's rights in tenants' security deposits (if any), deposits with respect to utility services to the Land or the Improvements or the Accessories or any part thereof, and any deposits or reserves hereunder or under any other Loan Document (as hereinafter defined) for taxes, insurance or otherwise, funds, accounts, contract rights, instruments, documents, commitments, general intangibles, notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land or the Improvements or the Accessories or any part thereof; (d) permits, licenses, franchises, bonds, certificates and other rights and privileges obtained in connection with the Land or the Improvements or the Accessories or any part thereof; (e) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Land, the Improvements and the Accessories; and (f) other properties, rights, titles and interests, if any, specified in any Section or any Article of this Mortgage as being part of the Property;

C. All proceeds, products, consideration, compensation and recoveries, direct or consequential, cash and noncash, of or arising from, as the case may be, (a) the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C) and (D); (b) any sale, lease or other disposition thereof; (c) each policy of insurance relating thereto (including premium refunds); (d) the taking thereof or of any rights appurtenant thereto by eminent domain or sale in lieu thereof for public or quasi-public use under any law; and (e) any damage thereto whether caused by such a taking (including change of grade of streets, curb cuts or other rights of access) or otherwise caused; and

D. All other interests of every kind and character, and proceeds thereof, which Mortgagor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C), (D) and all property used or useful in connection therewith, including, but not limited to, remainders, reversions and reversionary rights or interests.