



202402260026

02/26/2024 09:39 AM Pages: 1 of 7 Fees: \$309.50
Skagit County Auditor

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)

Lien Solutions
PO Box 29071
Glendale, CA 91209-9071
Order 97535539

Deal ID #50008922 DAFI #43AB2127

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
ANACORTES MANOR LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o Evergreen Development Solutions, 10700 NE Bellevue WA 98004 USA
4th Street, Suite 2916

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
CITIBANK, N.A.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

388 Greenwich Street, Trading 4th Floor New York NY 10013 USA

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

SEE "EXHIBIT A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
SEE "EXHIBIT B" DESCRIPTION OF COLLATERAL ATTACHED HERETO AND MADE A PART HEREOF.

APN/Parcel ID: P31918/350124-0-140-0001

24/35/1

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent'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/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Filed with Skagit County, Washington Recorder's Office - Mortgaged Property/Fixture Filing - Anacortes Manor Portfolio (30267.2647)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

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

ANACORTES MANOR 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

WASHINGTON STATE HOUSING FINANCE COMMISSION

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

1000 Second Avenue, Suite 2700

CITY

Seattle

STATE

WA

POSTAL CODE

98104

COUNTRY

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:

Anacortes Manor Portfolio

Anacortes, Skagit County, Washington

APN/Parcel ID: P31918/350124-0-140-0001

See "Exhibit A" Legal Description attached hereto and made a part hereof

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

EXHIBIT A**LEGAL DESCRIPTION**

Real property in the City of Anacortes, in the County of Skagit, State of Washington, described as follows:

Parcel A:

That portion of the East 1/2 of the Southeast 1/4 of Section 24, Township 35 North, Range 1 East, W.M., described as follows: BEGINNING at the East quarter corner of Section 24, Township 35 North, Range 1 East W.M.; thence South 0° 59' 30" East along the East Line of said Section, 664.81 feet to the South line of the North 1/2 of the Southeast 1/4 of said Section; thence South 89° 47' 52" West along the South line of said North 1/2 of the Southeast 1/4, 226.14 feet to the true point of beginning of this description; thence continue South 89° 47' 52" West to the East line of "N" Avenue produced South; thence North along the East line of "N" Avenue to the South line of 22nd Street; thence West along the South line of 22nd Street to the West line of "N" Avenue produced South; thence South along the West line of "N" Avenue and the East line of those two certain Tracts conveyed to the City of Anacortes by Deeds recorded under Auditor's File Nos. 550990 and 598656, a distance of 512 feet, more or less, to the North line of 24th Street, produced West; thence East along the North Line of 24th Street, produced to a point that bears South 0° 01' 00" East from the true point of beginning; thence North 0° 01' 00" West, 478.31 feet to the true point of beginning, excepting therefrom the following described Tracts:

(a) BEGINNING at the intersection of the South line of 22nd Street Produced with the West line of "N" Avenue produced; thence South along the West line of "N" Avenue produced, the same being the East line of that certain tract conveyed to the State of Washington (Military Department) by deed recorded December 1, 1960, under Auditor's File No. 601489, a distance of 312 feet, more or less, to a point 200 feet North of the North line of 24th Street produced; thence East parallel to the South line of 22nd Street produced 50 feet; thence North parallel to the West Line of "N" Avenue produced 312 feet, more or less, to the South line of 22nd Street produced; thence West along the South Line of 22nd Street produced 50 feet, more or less, to the point of beginning.

(b) BEGINNING at the East quarter corner of Section 24, Township 35 North, Range 1 East W.M.; thence South 0° 59' 30" East along the East line of said Section, 664.81 feet to the South line of the North 1/2 of the Southeast 1/4 of said Section; thence South 89° 47' 52" West along the South line of said North of the North 1/2 of the Southeast 1/4, 226.14 feet to the true point of beginning of this description; thence continue South 89° 47' 52" West to the East line of "N" Avenue produced South; thence South along the East line of "N" Avenue produced 22 feet; thence North 89° 47' 52" East to a point that bears South 0° 01' 00" East from the true point of beginning; thence North 0° 01' 00" West, 22 feet, more or Less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel B:

A non-exclusive easement for travel purposes as described in and created by Warranty Deed dated September 7, 1962, recorded October 18, 1962, under Auditor's File No. 627651, records of Skagit County, Washington, upon and subject to the provisions therein contained, EXCEPT any portion thereof lying within Parcel A.

Situate in the County of Skagit, State of Washington.

EXHIBIT B

DESCRIPTION OF COLLATERAL

DEBTOR: ANACORTES MANOR LLC

SECURED PARTY: CITIBANK, N.A.

ASSIGNOR SECURED PARTY: WASHINGTON STATE HOUSING FINANCE COMMISSION

In connection with the real property described in Exhibit A and/or the improvements on such real property (collectively, the “**Property**”), this Financing Statement covers all of Debtor’s present and future right, title and interest in and to all of the following:

(1) All of the following that are used now or in the future in connection with the ownership, management or operation of the Property: 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 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; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the “**Fixtures**”);

(2) All (i) accounts (including deposit accounts and escrows (including, without limitation, (a) accounts established for the payment of (1) water and sewer charges, (2) premiums for fire and other hazard insurance, rent loss insurance and such other insurance required by Secured Party, (3) taxes, assessments, vault rentals, and (4) amounts for other charges and expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party’s interests (collectively, items (1) through (4) are herein referred to as the “**Impositions**”); (b) the Replacement Reserve Fund created pursuant to that certain Replacement Reserve Agreement between Debtor and Secured Party; (c) any other reserve fund or account established for the payment of principal or interest on loans to Borrower, capital replacements, repairs or similar items, and (d) all proceeds of and all interest and dividends on such accounts)) of Debtor related to the Property; (ii) equipment, goods, supplies and inventory owned by Debtor that are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property (other than Fixtures), including furniture, furnishings, machinery, building materials, tools, books, records (whether in written or electronic form), computer equipment (hardware and software); (iii) other

tangible personal property owned by Debtor which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property (other than Fixtures), including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; (iv) any operating agreements relating to the Property; (v) any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property; (vi) documents, instruments, chattel paper, claims, deposits, deposit accounts, payment intangibles, investment property, other intangible property, general intangibles (as such terms are defined in the Uniform Commercial Code) and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property and including subsidy or similar payments received from any sources, including a governmental authority; and (vii) any rights of Debtor in or under letters of credit (collectively, the "Personalty");

(3) 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, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;

(5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(7) 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 Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");

(8) All rents (whether from residential or non-residential space), revenues and other income of the Property, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract or similar agreements), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants.

(9) All earnings, royalties, accounts receivable, issues and profits from the Property or any other item listed in this Exhibit B, whether the foregoing are now due, past due, or to become due, all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates, deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(10) All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made);

(11) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits;

(12) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it;

(13) Any and all payments which may hereafter become due to Debtor from the members or limited partners of Debtor from and after the initial installment, inclusive, of capital contributions pursuant to the Debtor's partnership agreement or operating agreement and other organizational documents ("**Organizational Documents**"), as the same may be adjusted in amount, deferred, combined with other capital contributions or payments, and/or received, due, owing or payable on other dates or from other person and/or entities pursuant to the Debtor's Organizational Documents and all investments, interest, income and other gain from the investment of such moneys, (ii) all of Debtor's rights, title and interests in, to and under the limited partnership or membership interests of the members or limited partners in Debtor and all other property or collateral pledged to Debtor under the Debtor's Organizational Documents and all other documents evidencing, governing, securing, or otherwise relating to any of the foregoing, and all amendments, modifications, extension and renewals of any of the foregoing, (iii) all of Debtor's rights to enforce the obligations of the limited partners or members to Debtor under any of the Debtor's Organizational Documents, (iv) all other payments due or to become due from the limited partners or members under the Debtor's Organizational Documents, and (v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property, in any form whatsoever including, without limitation, general intangibles, chattel paper, accounts, instruments, documents, money, goods (whether equipment or inventory), and consumer goods;

(14) All documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created; and

(15) All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, and the right to collect such proceeds, and all other cash and non-cash proceeds and products of any of the foregoing.