

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



200210080118

Skagit County Auditor

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Please send acknowledgment to:
Christine Reed/Mary Griffith
Unisearch, Inc.
PO Box 11940
Olympia, WA 98508-1940

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
AHA-Bayview Apartments Limited Partnership

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
719 Q Avenue Anacortes WA 98221 USA

1d. TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Ltd Partnership Washington 602 213 260 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 FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID # SSN OR EIN 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
U.S. Bank, N.A.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1420 5th Avenue, 7th Floor, PD-WA-T7CT Seattle WA 98101 USA

4. This FINANCING STATEMENT covers the following collateral:

See Attachment 1 attached hereto and made a part hereof for a description of collateral

P 57254 P 60597
White's First ANACORTES Lot 24
Block 5

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 FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

72736/4 AHA-Bayview

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 AHA-Bayview Apartments Limited Partnership			
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	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION Corporation	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 Exhibit A attached hereto and made a part hereof for a description of real property

16. Additional collateral description:

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 — effective 30 years
- Filed in connector

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FOR



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2001)

ATTACHMENT 1 TO UCC-1

(AHA-Bayview Apartments Limited Partnership - Debtor)
(U.S. Bank, N.A. - Secured Party)

(1) All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the ownership, development, operation or maintenance of the buildings, improvements, and Realty (as described in Exhibit A hereto and by this reference incorporated herein) (whether such items be owned absolutely or subject to any title-retaining or security instrument, or be otherwise used or possessed, but excluding leased property located on the Realty), including without limitation all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, baths, sinks, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sashes, all carpeting, underpadding, floor covering, paneling and draperies, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; all of which items shall be deemed part of the real property and not severable wholly or in part without material injury to the freehold;

(2) All assessments, all access, air and development rights, all minerals and oil, gas and other hydrocarbon substances, all royalties, all water, water rights and water stock, and all other rights, hereditaments, privileges, permits, licenses, franchises and appurtenances now or hereafter belonging or in any way appertaining to the Realty;

(3) All of the rents, revenues, issues, profits and income of the Property, and all rights, title and interests of the Debtor in and to all present and future leases and other agreements for the occupancy or use of all or any part of the Realty, and all right, title and interest of the Debtor thereunder, including without limitation all cash or security deposits, advance rentals and deposits or payments of similar nature; SUBJECT, HOWEVER, to the assignment of rents and other property to Secured Party contained in the deed of trust related hereto;

(4) All of the Debtor's rights, title and interests in all intangible personal property used or useful in connection with the ownership, development, operation or maintenance of the buildings, improvements and Realty, including without limitation all permits, licenses and franchises with respect to the Realty, the exclusive right to use of any trade names, all contract rights (including, but not limited to, architectural, engineering and management agreements), all accounts receivable, leases and rental agreements, escrow accounts, insurance policies, deposits (including but not limited to tenant deposits), instruments, documents of title, general intangibles and business records pertaining to the buildings, improvements and Realty excluding only cash on hand and in bank accounts;



(5) All of the Debtor's rights, title and interests in materials, supplies and other goods, collectively referred to as "materials" now owned or hereafter acquired, wherever located, whether in the possession of the Debtor or any warehouseman or bailee, or any other person, purchased for use in the construction or furnishing of improvements on the Realty, but excluding leased property located on the Realty, together with any documents covering such materials, all contract rights and general intangibles relating to such materials and proceeds of such materials, documents, contract rights and general intangibles;

(6) All other rights and privileges of every kind included within the Property, and all present and future contracts and policies of insurance which insure the Property or any part thereof, real or personal (whether or not Secured Party is a loss payee thereof); and

(7) All products and proceeds of the foregoing property.



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A parcel of land located in the City of Anacortes, County of Skagit, State of Washington, more particularly described as follows:

Beginning at the intersection of the North line of 30th Street and the West line of "R" Avenue as platted in Whites First Addition to the City of Anacortes;
thence Northerly along the West line of "R" Avenue 512 feet to the point of intersection with the South line of 28th Street;
thence West along said South line of 28th Street, a distance of 230 feet;
thence South and parallel with the West line of R Avenue, a distance of 396 feet to the point of intersection with the North line of the alley in Block 5, Whites First Addition to the City of Anacortes;
thence East 130 feet along the North line of the alley in said Block 5 to the point of intersection with the West line, produced North, of Lot 21, Block 5, Whites First Addition to the City of Anacortes;
thence South 116 feet along the West line of said Lot 21 to the point of intersection with the North line of 30th Street;
thence East 100 feet along said North line of 30th Street to the point of beginning; and situate in the Southwest Quarter of Section 19, Township 35 North, Range 2 East of the Willamette Meridian and the Northwest Quarter of Section 30, Township 35 North, Range 2 East of the Willamette Meridian;

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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