

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) U.S. BANK GLOBAL CORPORATE TRUST (857) 338-2210
B. E-MAIL CONTACT AT FILER (optional) elizabeth.micallef@usbank.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) U.S. Bank Global Corporate Trust One Federal Street Boston, MA 02110

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 200210080118 10/08/2002	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record **AND** Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
U.S. Bank Trust Company National Association

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
Filed with: WA - Skagit County; Debtor: AHA-BAYVIEW APARTMENTS LIMITED PARTNERSHIP

F#875815
A#1199240

ATTACHMENT I 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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