

After recording return to:
Columbia Bank Loan Operations
Operation Center Annex - MS 6100
2228 South 78th Street
Tacoma, WA 98409



20141215001002

FIDELITY (MAJO UCC 78.00
PAGE-001 OF 007
12/15/2014 13:55
KING COUNTY, WA

Reference: 20369807- -410- -MP2

DOCUMENT TITLE(S): UCC Financing Statement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S): Mercerwood Shoreclub

GRANTEE(S): Columbia State Bank

Recorded at the request of
FIDELITY NATIONAL TITLE
MAJOR ACCOUNTS

Order # 20369807 ②/78

ABBREVIATED LEGAL DESCRIPTION:

lots 14-17 lakeholm add vol 12 pg 52 and lots 2-4 mercerwood div #4
vol 56 pg 97 tgw ptn ne/nw 18-24-5

TAX PARCEL NUMBER(S): 413190 0075, 1824059001

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Loan No. C-14-09-004600

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Columbia Bank Loan Operations
 Operation Center Annex - MS 6100
 2228 South 78th Street
 Tacoma, Washington 98409

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 Mercerwood Shore Club | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 1c. MAILING ADDRESS 4150 E Mercer Way | | CITY Mercer Island | STATE POSTAL CODE COUNTRY WA 98040 |

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 Columbia State Bank | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 3c. MAILING ADDRESS 721 2nd Avenue | | CITY Seattle | STATE POSTAL CODE COUNTRY WA 98104 |

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

See Exhibit 1 and Exhibit A attached hereto and incorporated herein by this reference.

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 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable). Lessee/Lessor Consignee/Consignor Seller/Buyer Bailor/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Loan Number C-14-09-004600

NOTE: USE APPROPRIATE UCC FORMS BASED ON DEBTOR STATE OF ORGANIZATION OR RESIDENCE.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

Loan No. C-14-09-004600

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 Mercerwood Shore Club | |
| 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 | | | | |
| OR | | | | |
| 11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |
| 11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |

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 18 (if Debtor does not have a record interest):

16. Description of real estate:

See reference in No. 4. (See Exhibit 1 and Exhibit A attached hereto and incorporated herein by this reference)

17. MISCELLANEOUS:
 Loan No. C-14-09-004600

International Association of Commercial Administrators (IACA)

Exhibit I

UCC Financing Statement

This Exhibit supplements the UCC Financing Statement under which Columbia State Bank is Secured Party and Mercerwood Shore Club is Borrower (also referred to as "*Grantor*" herein). The UCC Financing Statement is to be filed in the real property records as a fixture filing. The record owner of the land is Mercerwood Shore Club. The word "Collateral" means the following described property of Grantor, located on or used in connection with the operation of the Property described below, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

a. Land and Appurtenances. The land described below and all tenements, hereditaments, rights of way, easements, appendages and appurtenances thereto belonging or in any way appertaining, including without limitation all of the right, title, and interest of Grantor in and to any avenues, streets, ways, alleys, vaults, strips or gores of land adjoining that land, and all claims or demands of Grantor either in law or in equity in possession or expectancy of, in and to the foregoing.

b. Improvements and Fixtures. All buildings, structures, and other improvements now or hereafter erected on the property described above, and all facilities, fixtures, machinery, apparatus, installations, goods, furniture, and equipment, and other properties of whatsoever nature (including without limitation all heating, ventilating, air conditioning, plumbing and electrical equipment, all elevators and escalators, all sprinkler systems, all engines and motors, all lighting, laundry, cleaning, fire prevention and fire extinguishing equipment, all ducts and compressors, all refrigerators, stoves and other appliances, attached cabinets, partitions, rugs, carpets, blinds and draperies, all building materials and supplies, and all construction materials and equipment), now or hereafter located in or used or procured for use in connection with that property, it being the intention of the parties that all property of the character hereinabove described which is now owned or hereafter acquired by Grantor and which is affixed or attached to or used in connection with the property described above shall be, remain, and/or become a portion of that property and shall be covered by and subject to the lien of this instrument, together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports, and other work products relating to the construction of the existing or any future improvements on the property described herein, any and all rights of Grantor in, to, or under any architect's contracts or construction contracts relating to the construction of the existing or any future improvements on the property described in herein, and any performance and/or payment bonds issued in connection therewith together with any and all rights of Grantor, without limitation, to make claim for, collect, receive, and receipt for any and all rents, income, revenues, issues, royalties, profits, including mineral, oil, and gas rights and profits, insurance proceeds, condemnation awards and other moneys payable or receivable from or on account of any of the foregoing, including interest thereon, or to enforce all other provisions of any agreement (including those referred to above) affecting or relating to any of the foregoing.

c. Enforcement and Collection. Any and all rights of Grantor, without limitation, to make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, royalties, and profits, including mineral, oil and gas rights and profits, insurance proceeds, condemnation awards and other moneys, payable or receivable from or on account of any of the property described herein, including interest thereon, or to enforce all other provisions of any other agreement (including those described herein) affecting or relating to any of the property described in herein, to bring any suit in equity, action at law or other proceeding for the collection of such moneys or for the specific or other enforcement of any such agreement, award or judgment, in the name of Grantor or otherwise, and to do any and all things which Grantor is or may be or become entitled to do with respect thereto, provided, however, that no obligation of Grantor under the provisions of any such agreements, awards or judgments shall be impaired or diminished by virtue hereof, nor shall any such obligation be imposed upon Trustee or Beneficiary.

d. Accounts and Income. Any and all rights of Grantor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements and general intangibles relating to any of the property described herein, including without limitation income and profits derived from the operation of any business on the property described in herein or attributable to services that occur or are provided on the property described herein or generated from the use and operation of the property described herein.

e. Miscellaneous Income and Accounts Receivable. All other income, accounts, and accounts receivable of any nature whatsoever generated from any the foregoing including without limitation income from concessions, vending, laundry and other coin operated equipment, storage and parking income, and concession, ticket, sales, and advertising income.

f. Leases. All of Grantor's rights as landlord in and to all existing and future leases, subleases and occupancy agreements affecting all or any portion of the property described herein or any part thereof and all amendments, modifications, extensions, renewals, or supplements thereto approved in writing by Beneficiary, whether written or oral and whether for a definite term or month to month (collectively "Leases"), including all rents and deposits received or receivable thereunder. In accepting this Deed of Trust neither Beneficiary nor Trustee assumes any liability for the performance of any such Leases.

g. Products and Proceeds. All products or proceeds of any of the foregoing described herein.

h. Books and Records. All books and records of Grantor in any form relating to the foregoing described herein.

i. Attachments. All attachments, accessions, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described herein.

j. Accounts. All accounts, contract rights, general intangibles, instruments, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described herein.

k. Certain Proceeds. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described herein.

l. Certain Records. All records and data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Fixtures are and will be located on real property identified as described on the attached Exhibit A ("Property").

Exhibit A

Legal Description

PARCEL A:

THE SOUTH 60 FEET OF LOT 14 AND ALL OF LOTS 15, 16 AND 17 IN THE PLAT OF LAKEHOLM ADDITION, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 52, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING;

ALSO TOGETHER WITH THAT PORTION OF VACATED STREET ADJOINING ON THE WEST.

PARCEL B:

LOTS 2 AND 3, AND THE NORTHEASTERLY 25 FEET OF LOT 4, MERCERWOOD DIVISION NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON.

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M, IN KING COUNTY, WASHINGTON, LYING EAST OF THE EAST MARGIN OF EAST MERCER WAY;

EXCEPT THAT PORTION THEREOF LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 OF THE PLAT OF LAKEHOLM ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 52, IN KING COUNTY, WASHINGTON;

ALSO EXCEPT THAT PORTION THEREOF HERETOFORE CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 3018350;

ALSO EXCEPT THAT PORTION THEREOF PLATTED AS MERCERWOOD DIVISION NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON;

ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1, OF SAID PLAT OF MERCERWOOD DIVISION NO. 4; THENCE NORTH 50°22'05" EAST ALONG THE SOUTHEASTERLY MARGIN OF EAST MERCER WAY 21.01 FEET TO A POINT OF CURVE THEREIN;
THENCE CONTINUING ALONG SAID SOUTHEASTERLY MARGIN FOLLOWING AN ARC CURVE TO THE LEFT HAVING A RADIUS OF 470.97 FEET, AN ARC DISTANCE OF 158.10 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET AN ARC DISTANCE OF 52.35 FEET TO A POINT OF TANGENCY AND THE INTERSECTION OF SAID CURVE WITH THE WEST MARGIN OF 100TH AVENUE SOUTHEAST;
THENCE SOUTH 01°05'68" WEST ALONG SAID WEST MARGIN 120.00 FEET;
THENCE SOUTH 29°59'13" WEST, 52.89 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY PRODUCTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1;
THENCE SOUTH 50°22'05" WEST, ALONG SAID PRODUCTION 70.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1;
THENCE NORTH 39°37'55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 115.00 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF WHICH IS SOUTH 88°28'12" EAST, 174.47 FEET FROM THE MOST WESTERLY CORNER OF LOT 5 OF SAID PLAT OF MERCERWOOD DIVISION NO. 4;
THENCE NORTH 50°22'05" EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 5 AND 4 RESPECTIVELY 178.61 FEET;
THENCE SOUTH 39°37'55" EAST, 32.00 FEET;
THENCE SOUTH 73°39'10" EAST, 137.64 FEET;
THENCE SOUTH 64°20'10" EAST, 142.45 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SAID SUBDIVISION;
THENCE NORTH 88°28'12" WEST ALONG SAID SOUTH LINE 418.56 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 5 AND THE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 18;
THENCE SOUTH 01°05'30" WEST ALONG THE EAST LINE OF SAID SECTION 18, 1,040 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°05'30" WEST 60 FEET;
THENCE NORTH 88°54'30" WEST 80 FEET;
THENCE NORTH 01°05'30" EAST 60 FEET;
THENCE SOUTH 88°54'30" EAST 80 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 13, LAKEHOLM, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, ON PAGE 52, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 88°32'01" WEST 20.00 FEET ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID LOT 13 TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°32'01" WEST 17.00 FEET;
THENCE SOUTH 01°05'30" WEST PARALLEL TO THE EAST LINE OF SAID SECTION 18 A DISTANCE OF 35.00 FEET;
THENCE SOUTH 88°32'01" EAST 17.00 FEET TO SAID EAST LINE;
THENCE NORTH 01°05'30" EAST, ALONG SAID EAST LINE 35.00 FEET TO SAID WESTERLY PROJECTION AND THE TRUE POINT OF BEGINNING

(ALSO KNOWN AS REVISED PARCEL B MERCER ISLAND LOT LINE REVISION NO. 92-1080 RECORDED UNDER RECORDING NO. 9305069003);

ALL SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.