

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 7 Fee: \$ 90.00

Bk: 1113 Pg: 3484



Deputy: sg

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 25758 - KEY BANK REAL	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	40658173 NVNV FIXTURE

File with: Douglas, NV

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
BK 409 PG 2620 BK 409 PG 2620 4/9/2009 CC NV Douglas

1b. 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

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: AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record 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
1565 VIRGINIA RANCH ROAD, LLC

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

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:
SEE ATTACHED

PIN #: 1220-10-510-004
1220-10-610-012

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
FEDERAL HOME LOAN MORTGAGE CORPORATION

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor Name: 1565 VIRGINIA RANCH ROAD, LLC
40658173 FH - 605 R 10049487

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
 BK 409 PG 2620 BK 409 PG 2620 4/9/2009 CC NV Douglas

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME FEDERAL HOME LOAN MORTGAGE CORPORATION	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME 1565 VIRGINIA RANCH ROAD, LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

The names of additional authorizing parties

- 1) KEYBANK REAL ESTATE CAPITAL, INC.

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
 (if Debtor does not have a record interest):

17. Description of real estate:

SEE ATTACHED
 Page No:
 2620
 Book No:
 409

**Freddie Mac Loan No. 968714234
Merrill Gardens at Gardnerville**

EXHIBIT A TO FINANCING STATEMENT
LEGAL DESCRIPTION

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Northeasterly corner of Lot 5, Block "D" as shown on the Final Map for Jewel Commercial Park, Phase 2 filed for record July 24, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 417846, the Southwesterly terminus of Mathias Parkway;

Thence along the boundary of said Lot 5, South 29° 35' 16" West, 237.13 feet to the POINT OF BEGINNING;

Thence continuing along the boundary of said Lot 5 the following courses:

South 29° 35' 16" West, 468.08 feet;

North 46° 24' 12" West, 620.29 feet to a point on the Southerly right-of-way of Virginia Ranch Road;

Thence along said right-of-way, North 29° 35' 16" East 567.22 feet to the Southwesterly corner of Lot 5A as shown on the Record of Survey for Jewel Commercial Park recorded September 19, 1997 in said office of the Recorder as Document No. 422092;

Thence along the boundary of said Lot 5A, South 60° 24' 44" East, 82.61 feet;

Thence leaving said boundary of Lot 5A, South 11° 08' 02" East, 343.63 feet;

Thence South 71° 18' 45" East, 58.86 feet;

Thence South 60° 24' 44" East, 237.25 feet to the POINT OF BEGINNING.

APN: 1220-10-610-12

Document Number 0605687 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 1A:

Reciprocal Easements as set forth in that certain document entitled Declaration of Reciprocal Easements and Covenants recorded February 26, 2004, Book 204, page 11262, as Document No. 605687 of Official Records, Douglas County, Nevada.

PARCEL 2:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, M.D.M., more particularly described as follows:

Commencing at the Northeasterly corner of Lot 5, Block D as shown on the Final Map for JEWEL COMMERCIAL PARK, PHASE 2, recorded July 24, 1997 in the office of the Recorder, Douglas County, Nevada as Document No. 417846, the Southwesterly terminus of MATHIAS PARKWAY; thence along the Southerly right-of-way of said MATHIAS PARKWAY, North 44 degrees 45 minutes 21 seconds West, 423.56 feet to the POINT OF BEGINNING; thence South 45 degrees 14 minutes 39 seconds West, 20.00 feet; thence South 81 degrees 33 minutes 55 seconds West, 134.55 feet; thence North 60 degrees 24 minutes 44 seconds West, 82.61 feet to a point on the Easterly line of VIRGINIA RANCH ROAD; thence North 29 degrees 35 minutes 16 seconds East, 116.94 feet; thence along the arc of a curve to the right having a radius of 30.00 feet, central angle of 105 degrees 39 minutes 23 seconds, and an arc length of 55.32 feet to a point on the Southerly right-of-way of said MATHIAS PARKWAY; thence South 44 degrees 45 minutes 21 seconds East, 161.91 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey recorded September 19, 1997, in Book 997, Page 4056, as Document No. 422092.

APN: 1220-10-510-04

Document Number 436655 is provided pursuant to the requirements of Section 1.NRS 111.312

EXHIBIT B TO FINANCING STATEMENT
FOR SENIORS HOUSING
(Revision Date 01-19-2007)

1. All of Debtor's present and future right, title and interest in and to all of the following that are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit A and/or the improvements on such real property (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 disposals, 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 furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) healthcare equipment, recreational equipment, pool equipment, dishes, silverware, glassware, kitchen equipment and other tangible personal property (other than Fixtures) 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, and any operating leases relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property 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 (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, including master leases or operating leases and agreements, now or hereafter in force, whether oral or written, covering or affecting the Property or its operation, 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; and all occupancy agreements (including both residential and commercial agreements), patient admissions or resident care agreements (the "Leases").
8. All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, issues and profits from the Property or its operation, or any other item listed in this Exhibit B, and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents.
9. All refunds (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) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or 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 by any municipal, state or federal authority or insurance company; and all refunds of utility deposits.
10. All tenant security deposits which have not been forfeited by any tenant under any Lease.
11. Subject to the terms of the Security Instrument, 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.
12. All payments received from any sources, including entrance fees, application fees, processing fees, community fees and any other amounts or fees deposited by any resident or tenant, payments of second party charges added to base rental income, base and additional meal sales, payments received from commercial operations located on the Property or provided as a service to the occupants of the Property, rental from guest

suites, seasonal Lease charges, rental payment under furniture leases, income from healthcare services, income from laundry service, income from vending machines and income and fees from any and all other services provided to residents in connection with the Property.

13. All rights to payments from Medicare, Medicaid or TRICARE programs or similar federal, state or local programs or agencies and rights to payment from private insurers.
14. All licenses, approvals, permits, accreditations, determinations of need, certificates of need, and other certificates.
15. All operating contracts, franchises, license agreements, healthcare services contracts, food service contracts and other contracts for services related to the Property.
16. All utility deposits.
17. All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds and any supporting obligations of any of the above.
18. All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements (collectively, "Cap Agreements") obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the "Loan Documents" (as defined in that certain Multifamily Deed of Trust, Assignment of Rents and Security Instrument (the "Security Instrument") in favor of Secured Party and encumbering the real property described in Exhibit A) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents; together with:
 - (i) any and all moneys (collectively, "Cap Payments") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty (a "Cap Provider");
 - (ii) all rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising;
 - (iii) all rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment;
 - (iv) 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
 - (v) all cash and non-cash proceeds and products of any of the foregoing.