

DOUGLAS COUNTY, NV **2015-871618**  
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 FIRST AMERICAN TITLE - COMMERCIAL SERVICES  
 KAREN ELLISON, RECORDER

**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)

Cassin & Cassin LLP  
 711 Third Avenue, 20th Floor  
 New York, New York 10017  
 Attention: Recording Department

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  
**BLACK DOG VILLAGE I L.L.C.**

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 1760 Orbit Way Minden NV 89423 USA

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  
**BLACK DOG VILLAGE II L.L.C.**

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 1760 Orbit Way Minden NV 89423 USA

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  
**FANNIE MAE**

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 c/o Greystone Servicing Corporation, Inc., 419 Belle Air Lane Warrenton VA 20186 USA

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

See Schedule A to UCC attached hereto and a part hereof.

1220-03-201-007  
 APN: 1220-03-201-008

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:  
 File with the County Clerk of Douglas County, Nevada GSC/Crestmore Village I and II

# 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

**BLACK DOG VILLAGE I L.L.C.**

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

**GREYSTONE SERVICING CORPORATION, INC.**

OR  
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

419 Belle Air Lane

CITY

Warrenton

STATE

VA

POSTAL CODE

20186

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):

**BLACK DOG VILLAGE I L.L.C.**, a Nevada limited liability company and **BLACK DOG VILLAGE II L.L.C.**, a Nevada limited liability company  
1760 Orbit Way  
Minden, Nevada 89423

16. Description of real estate:

Crestmore Village I and II  
1330 Stodick Parkway  
Gardnerville, Nevada

APN: N/A

County: Douglas

17. MISCELLANEOUS:

File with the County Clerk of Douglas County, Nevada

**SCHEDULE A**

**DEBTOR: BLACK DOG VILLAGE I L.L.C., A  
NEVADA LIMITED LIABILITY COMPANY**

1760 ORBIT WAY  
MINDEN, NEVADA 89423

**DEBTOR: BLACK DOG VILLAGE II L.L.C., A  
NEVADA LIMITED LIABILITY COMPANY**

1760 ORBIT WAY  
MINDEN, NEVADA 89423

**SECURED PARTY: GREYSTONE SERVICING CORPORATION, INC., A  
GEORGIA CORPORATION**

419 BELLE AIR LANE  
WARRENTON, VIRGINIA 20186

This financing statement covers the following types (or items) of property (the “Collateral Property”):

**1. Improvements.**

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in **Exhibit A** attached hereto (the “Property”), including any future replacements, facilities, and additions and other construction on the Property (the “Improvements”);

**2. Goods.**

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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; exercise equipment;

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supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the “**Goods**”);

**3. Fixtures.**

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

**4. Personalty.**

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements, including all governmental permits relating to any activities on the Property (the “**Personalty**”);

**5. Other Rights.**

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 or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the “**Other Rights**”);

**6. Insurance Proceeds.**

All insurance policies relating to the Property or the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements (the “**Insurance Proceeds**”);

**7. Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the

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Personalty, or any other part of the Property or the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Property or the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the “**Awards**”);

**8. Contracts.**

All contracts, options, and other agreements for the sale of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the “**Contracts**”);

**9. Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any “Housing Assistance Payments Contract” or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or the Collateral Property, whether now due, past due, or to become due, and tenant security deposits (the “**Rents**”);

**10. Leases.**

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 the Collateral Property, or any portion of the Property or the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the “**Leases**”) and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

**11. Other.**

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the “**Security Instrument**”) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

**12. Imposition Deposits.**

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Deposits held by the Secured Party (the “**Imposition Deposits**”) to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property, the Collateral Property or the Improvements or any taxes upon any of the documents evidencing or security the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral Property, to prevent the imposition of liens on the Property or the Collateral Property, or otherwise to protect Secured Party’s interests, all as reasonably determined from time to time by Secured Party (the “**Impositions**”);

**13. Refunds or Rebates.**

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

**14. Tenant Security Deposits.**

All tenant security deposits;

**15. Names.**

All names under or by which the Property or any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the Collateral Property;

**16. Collateral Accounts and Collateral Account Funds.**

Any and all funds on deposit in any account designated as a “**Collateral Account**” by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

**17. Other Proceeds.**

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the “**Other Proceeds**”); and

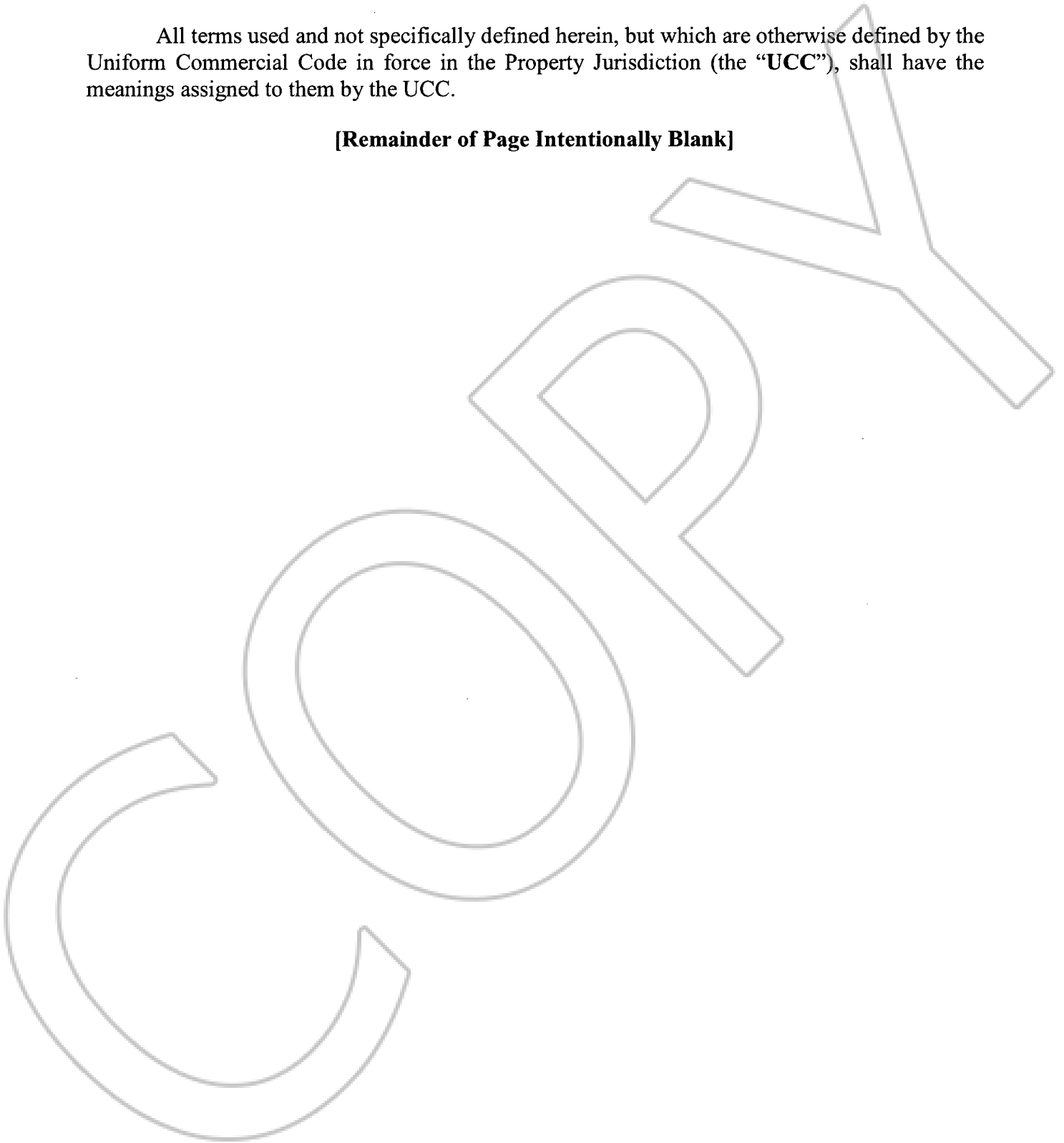
**18. Mineral Rights.**

All of Borrower’s right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and

estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A  
TO  
UCC SCHEDULE A**

**[DESCRIPTION OF THE PROPERTY]**

PARCEL 1:

PARCEL 1A:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2D OF PARCEL MAP LDA 00-048 FOR CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, FILED FOR RECORD SEPTEMBER 04, 2001 IN BOOK 901 OF OFFICIAL RECORDS, AT PAGE 65, DOCUMENT NO. 522014.

PARCEL 1B:

A NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY, AS DESCRIBED IN AND SUBJECT TO THE TERMS OF THAT GRANT OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AND CRESTMORE VILLAGE APARTMENTS PHASE II LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DATED FEBRUARY 18, 2000, AND RECORDED MARCH 24, 2000, IN OFFICIAL RECORDS BOOK 0300, PAGE 4455, AS DOCUMENT NO. 488529, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 1A ABOVE.

PARCEL 2:

PARCEL 2A:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1, AS SHOWN ON THE PARCEL MAP FOR HERBIG PROPERTIES LIMITED RECORDED SEPTEMBER 14, 1999 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 476559, THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF WATERLOO LANE, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 807.50 FEET, CENTRAL ANGLE OF 47° 52' 49", ARC LENGTH OF 674.80 FEET, AND A CHORD BEARING AND LENGTH OF SOUTH 26° 58' 30" WEST, 655.34 FEET;

THENCE NORTH 31° 08' 54" WEST, 164.75 FEET;

THENCE SOUTH 54° 40' 31" WEST, 16.61 FEET;

THENCE NORTH 35° 19' 29" WEST, 67.00 FEET;

THENCE NORTH 54° 40' 31" EAST, 122.57 FEET;

THENCE NORTH 00° 21' 36" EAST, 331.01 FEET TO A POINT ON THE NORTH LINE OF SAID

PARCEL 1;

THENCE ALONG SAID NORTH LINE, SOUTH 89° 19' 44" EAST, 332.71 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS ADJUSTED PARCEL 1 AS SHOWN BY RECORD OF SURVEY RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 22, 1999 IN BOOK 1199, PAGE 3786, AS INSTRUMENT NO. 481238 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 22, 1999, IN BOOK 1199, PAGE 3796 AS DOCUMENT NO. 481240 OF OFFICIAL RECORDS.

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**PARCEL 2B:**

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY, AS DESCRIBED IN AND SUBJECT TO THE TERMS OF THAT GRANT OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AND CRESTMORE VILLAGE APARTMENTS PHASE II LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DATED FEBRUARY 18, 2000, AND RECORDED MARCH 24, 2000, IN OFFICIAL RECORDS BOOK 0300, PAGE 4455, AS DOCUMENT NO. 488529, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 2A ABOVE.

