



12446790
 1/3/2017 3:03:00 PM \$22.00
 Book - 10517.Pg - 4547-4553
 Gary W. Ott
 Recorder, Salt Lake County, UT
 NATIONAL TITLE AGCY OF UT INC
 BY: eCASH, DEPUTY - EF 7 P.

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)

**WAYNE A. YAFFEE
 C/O GREENBERG TRAUIG, LLC
 1000 LOUISIANA, SUITE 1700
 HOUSTON, TEXAS 77002**

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
NORTH TEMPLE FLATS, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

283 W. Front Street, Suite 1 Missoula MT 59802 USA

MAY 16 2017 10:29 AM

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
JPMORGAN CHASE BANK, N.A.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2200 Ross Avenue, 9th Floor Dallas TX 75201 USA

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

PLEASE SEE THE ATTACHED FINANCING STATEMENT FOR THE COLLATERAL DESCRIPTION.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:
066346.026400 Salt Lake County, Utah

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

OR	9a. ORGANIZATION'S NAME NORTH TEMPLE FLATS, LLC	
	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

OR	10a. ORGANIZATION'S NAME				
	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)

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

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):

16. Description of real estate:

PLEASE SEE THE ATTACHED FINANCING STATEMENT FOR THE COLLATERAL DESCRIPTION.

17. MISCELLANEOUS:

[Salt Lake County]

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code, to be recorded as evidence of a mortgage for purposes of Section 9.502(a) thereof.

1. The name and address of the debtor ("**Debtor**") is:

NORTH TEMPLE FLATS, LLC,
a Utah limited liability company
283 W. Front Street, Suite 1
Missoula, Montana 59802
File No.: 9555907-0160

2. The name and address of secured party ("**Secured Party**") is:

JPMORGAN CHASE BANK, N.A.
a national banking association
2200 Ross Avenue, 9th Floor
Mail Code TX1-2951
Dallas, Texas 75201

3. This Financing Statement covers Debtor's interest in the following collateral (collectively, the "**Mortgaged Property**"):

- (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "**Improvements**");
- (b) all right, title, and interest of Debtor in and to all fixtures and articles of personal property (the "**Personal Property**") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;

- (c) all right, title, and interest of Trustor in and to all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, reservoirs and reservoir rights appurtenant or associated with the Mortgage Property, whether decreed or undecreed, tributary, non-tributary, surface or underground or appropriated or unappropriated, all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of such rights, timber, crops, and mineral interests pertaining to the Land and/or the condominium Project;
- (d) all right, title, and interest of Debtor in and to all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements;
- (e) all right, title, and interest of Debtor in and to all plans and specifications for the Improvements;
- (f) to the extent such rights are assignable, all Debtor's rights (but not its obligations) under any contracts relating to the Land (including sales contracts and purchase options), the Improvements or the Personal Property;
- (g) all deposits (including tenants' security deposits), bank accounts, funds, instruments, note or chattel paper arising from or by virtue of any transactions related to the Land, the Condominium Project, the Improvements or the Personal Property;
- (h) to the extent such rights are assignable, all Debtor's rights (but not its obligations) under any documents, contract rights, accounts, permanent loan and other commitments, construction contracts, engineering contracts, architectural and design agreements, environmental site assessments and soils tests, and general intangibles (including, without limitation, trademarks, tradenames and symbols) arising from or by virtue of any transactions related to the Land, the Condominium Project, the Improvements or Personal Property;
- (i) all right, title, and interest of Debtor in and to all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property (including, without limitation, any form of reservation for utility capacity that may be granted by any governmental subdivision);
- (j) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property;

- (k) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property;
- (l) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;
- (m) all right, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;
- (n) all right, title, and interest of Debtor in and to all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder;
- (o) all right, title, and interest of Debtor in and to all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof;
- (p) all rights, hereditaments and appurtenances pertaining to the foregoing;
- (q) all right, title, and interest of Debtor in and to any Low-Income Housing Tax Credit (as amended and in Section 59-10-129 of the Utah Code, as amended) relating to the Collateral and the use thereof (but only to the extent that such Tax Credits are legally transferable, it being understood by all parties hereto that such Tax Credits may not be transferable separate and apart from the Land and Improvements and may be subject to other laws, rules and regulations thereto);
- (r) all right, title and interest of Debtor in all fees and other rights due or with respect to the Mortgaged Property;
- (s) all right, title and interest to any of the Mortgaged Property; and
- (t) other interests of every kind and character Debtor now has or at any time hereafter acquires in and to the Improvements and the Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property.

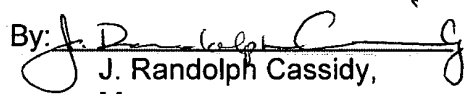
All terms used herein shall have the same definitions herein as specified in the Uniform Commercial Code as enacted in the State of Utah and as the same may be amended from time to time (the "UCC") unless otherwise defined herein.

DEBTOR:

NORTH TEMPLE FLATS, LLC, a Utah limited liability company

By: NTF Management, LLC, a Utah limited liability company, its Managing Member

By: CAB Group of Utah IV, L.C., a Utah limited liability company, its Manager

By: 
J. Randolph Cassidy,
Manager

Return to:

Francisca Wilson
JPMorgan Chase Bank, N.A.
2200 Ross Avenue, 9th Floor
Dallas, Texas 75201

SIGNATURE PAGE TO FINANCING STATEMENT

HOU 408565550

BK 10517 PG 4552

EXHIBIT "A"

Beginning at the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, (Salt Lake County Survey Monument reset in 1993, Monument No. 1N1W3301) said monument lies North $00^{\circ}04'57''$ East 34.69 feet from an unmarked County Survey Monument located at the South right of way line of the Salt Lake Garfield & Western Railroad, said unmarked monument lies South $89^{\circ}57'27''$ West 2639.80 feet from the North quarter corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, as shown on the area reference plat on file in the Salt Lake County Surveyor's office, and running thence North $00^{\circ}00'38''$ West along the section line 572.85 feet to the South right of way line of North Temple Street; thence along said right of way the following three (3) courses and distances: 1) North $89^{\circ}58'39''$ East 121.33 feet, 2) South $69^{\circ}00'36''$ East 20.55 feet and 3) North $89^{\circ}58'38''$ East 34.48 feet; thence South $00^{\circ}00'38''$ East 214.00 feet; thence North $90^{\circ}00'$ East 6.40 feet more or less to an existing fence line; thence South $00^{\circ}04'12''$ East 246.98 feet; thence North $89^{\circ}31'11''$ West 3.86 feet; thence South $00^{\circ}08'38''$ East along an existing building line and its extension thereof North and South, 237.70 feet; thence North $89^{\circ}56'23''$ West 3.31 feet; thence South $89^{\circ}56'42''$ West 94.38 feet; thence North $00^{\circ}03'18''$ West 20.00 feet; thence South $89^{\circ}56'42''$ West 80.62 feet; thence North $00^{\circ}03'18''$ West 13.27 feet to the point of beginning.