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12/28/2004 04:23 PM \$22.00
Book - 9078 Pg - 1227-1231
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BONNEVILLE MORTGAGE
111 E BROADWAY STE 1250
SLC UT 84111
BY: LUG, DEPUTY - WI 5 P.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

5-4

| | |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Bonneville Mortgage Company Beverly 801-323-1025 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) Nationwide Life Insurance Company c/o Bonneville Mortgage Company 111 E. Broadway, Suite 1250 Salt Lake City, UT 84111 | |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | |
|---|---|
| 1a. INITIAL FINANCING STATEMENT FILE # 7542843 | 1b. This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/> |
|---|---|

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

| | | | | | |
|--------------------------|-----------------------------------|--------------------------|----------------------------------|-------------|--|
| 7c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE | COUNTRY |
| 7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | | 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE |

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Nationwide Life Insurance Company

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

10. OPTIONAL FILER REFERENCE DATA
03-4002179/150017 Pioneer Partners, LC Salt Lake County filing parcels 15-01-179-004, -008, -009, -010

tax id# 87-0561205

EXHIBIT A

PARCEL 1:

BEGINNING at the Northeast corner of Lot 2, Block 62, Plat "A," Salt Lake City Survey; and running thence West 5 rods; thence South 60 feet; thence East 5 rods; thence North 60 feet to the point of BEGINNING.

PARCEL 2:

BEGINNING at the Northeast corner of Lot 1, Block 62, Plat "A," Salt Lake City Survey; and running thence South 20 rods; thence West 164 and 2/3 feet; thence North 11 rods; thence West 1/3 of a foot; thence North 9 rods; thence East 10 rods to the point of BEGINNING.

PARCEL 3:

BEGINNING 165 feet South of the Northeast corner of Lot 8, Block 62, Plat "A," Salt Lake City Survey, and running thence South 100 feet; thence West 10 rods; thence North 100 feet; thence East 10 rods to the place of BEGINNING.

PARCEL 4:

A leasehold estate arising pursuant to that certain Ground Lease Agreement dated October 11, 1996, as evidenced of record pursuant to that certain Memorandum of Ground Lease Agreement dated February 9, 1999 and recorded on February 11, 1999 as Entry No. 7253547, in Book 8248, at Page 6083 of the records of the Salt Lake County Recorder, as amended by that certain First Amendment to Ground Lease Agreement dated September 27, 1999, as evidenced of record by that certain First Amendment of Ground Lease Agreement dated September 27, 1999 and recorded on October 18, 1999 as Entry No. 7492035, in Book 8316, at Page 6722 of the records of the Salt Lake County Recorder (herein collectively the "Ground Lease"), which leasehold estate pertains to the following described real property located in Salt Lake County:

COMMENCING at the Southeast corner of Lot 8, Block 62, Plat "A," Salt Lake City Survey; thence North 65 feet; thence West 10 rods; thence South 65 feet; thence East 10 rods to place of BEGINNING.

PARCEL 5:

An easement estate arising pursuant to that certain Fire Escape Easement Agreement dated October 29, 1999 and recorded on November 2, 1999 as Entry No. 7504222, in Book 8320, at Page 4872 of the Records of the Salt Lake County

PHOTO COPY

Recorder, which easement estate pertains to the following described real property located in Salt Lake County:

BEGINNING at a point South 89° 58' 10" West along the block line 164.67 feet and North 0° 00' 59" West 81.00 feet from the Southeast corner of Block 62, Plat "A," Salt Lake City Survey, and running thence North 0° 00' 59" West 23.00 feet; then South 89° 58' 10" West 6.00 feet; thence South 0° 00' 59" East 23.00 feet; then North 89° 58' 10" East 6.00 feet to the point of BEGINNING.

~~PHOTOGRAPHY~~

EXHIBIT "B"

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the real property (hereinafter referred to as the "Land") described in Exhibit "A" to this Financing Statement and all fixtures, goods, inventory chattels, construction supplies and materials, fittings, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by Debtor, including without limitation, all signs and displays; all heating, air conditioning, water, gas, lighting, incinerating, and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, sprinkling, refrigerating, ventilating, waste removal and communications equipment and apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets and partitions; all rugs, attached floor coverings, curtains; all rods, draperies, and carpets; all building materials, tools, shades, awnings, blinds, screens, storm doors and windows; and all other general intangibles, inventory, contract rights, accounts receivable, chattel paper, documents and business records, of every kind, including, without limitation, any and all licenses, permits, franchises, trademarks, trade names, service marks, or logos; any of which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of the Premises (as hereinafter defined), or any other business enterprise or operation as may hereafter be conducted upon or within said Premises, as well as the proceeds thereof or therefrom regardless of form (expressly excluding, however, any toxic wastes or substances deemed hazardous under federal, state or local laws), including any and all replacements of, substitutions for, or additions to any or all of the foregoing;

TOGETHER WITH all leases, contracts, rents, royalties, issues, revenues, profits, proceeds, deposits, income and other benefits, including accounts receivable, or, accruing to or derived from said Premises and any business or enterprise presently situated or hereafter operated thereon and therewith;

AND TOGETHER WITH any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right to eminent domain, (b) the alteration of the grade of any street, (c) any other injury, damage or casualty to, taking of, or decrease in the value of, the Premises, or (d) proceeds of insurance awards.

FOR THE PURPOSES HEREOF, the term "Premises" shall mean and be defined as the Land together with all buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the Land and all tenements, hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Land.

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PROVIDED, HOWEVER, the foregoing described property shall not include any personal property owned by (i) tenants of Debtor, or (ii) the lessors of personal property to such tenants.

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