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 RASHELLE HOBBS
 Recorder, Salt Lake County, UT
 SUTHERLAND TITLE
 BY: eCASH, DEPUTY - EF 4 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Emily Holt
B. E-MAIL CONTACT AT FILER (optional) eholt@parsonsbehle.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Emily Holt Parsons Behle & Latimer, Suite 1800 Salt Lake City, UT 84111 </div>

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 Crescent Senior Living, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
676 East 11000 South	Sandy	UT	84070	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				
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 Security Service Federal Credit Union				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
15000 IH 10 West	San Antonio	TX	78249	USA

4. COLLATERAL: This financing statement covers the following collateral:
See Attached Exhibit A

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

EXHIBIT A

DESCRIPTION OF PERSONAL PROPERTY

All of Grantor's assets owned by Grantor that is now or hereafter located on or used in connection with the Mortgaged Property or the Improvements, including, without limitation, "Accounts", "Cash Proceeds", "Chattel Paper", "Collateral", "Deposit Accounts", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-credit Rights", "Noncash Proceeds", and "Tangible Chattel Paper", as defined in the Uniform Commercial Code. Such assets include, without limitation:

(a) All personal property, (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, construction materials and software embedded in any of the foregoing) in which Grantor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Mortgaged Property or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Grantor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Mortgaged Property, Improvements, or such personal property, including without limitation all gaming equipment, video games, arcade games, pool tables, vending machines and ice machines;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Indebtedness remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Mortgaged Property, the Improvements or any other part of the Mortgaged Property, or which may be received or receivable by Grantor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Grantor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants or purchasers of any portion of the Mortgaged Property or Improvements, rights to receive capital contributions or subscriptions from Grantor's partners or shareholders, amounts payable on account of the sale of partnership interests in Grantor or the capital stock of Grantor, accounts and other accounts receivable, deposit accounts, chattel paper (whether tangible or electronic), notes, drafts, contract rights, instruments, general intangibles, and principal, interest, and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments evidencing securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Mortgaged Property, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and private contracts, agreements, permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Mortgaged Property or Improvements, all names under or by which the Mortgaged Property or Improvements may at any time be operated or known, all rights

to carry on business under any such names, or any variant thereof, all trade names and trademarks, copyrights, patent and copyright applications and registrations, patterns, designs, drawings, plans and specifications, other proprietary information and intellectual property, and royalties relating in any way to the Mortgaged Property or the Improvements, and all management agreements with respect to the management and operation of the Mortgaged Property, and all goodwill and software in any way relating to the Mortgaged Property or the Improvements.

(e) Grantor's rights under all insurance policies covering the Mortgaged Property, the Improvements, and the other parts of the Mortgaged Property and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Mortgaged Property;

(g) All water, water stock and water rights relating to the Mortgaged Property, including, without limitation, (i) the right to use surface water or groundwater on, under, around or appurtenant to the Property, (ii) all decreed rights; (iii) water rights represented by any permit issued by the Utah Division of Water Rights; (iv) diligence rights or claims; (v) approved applications to appropriate; and (vii) unapproved applications to appropriate;

(h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Mortgaged Property, the Improvements, or any other part of the Mortgaged Property, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Mortgaged Property, the Improvements, or any other part of the Mortgaged Property, or for any loss or diminution in value of the Mortgaged Property, the Improvements, or any other part of the Mortgaged Property;

(i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Mortgaged Property and all studies, data, and drawings related thereto; and also all contracts and agreements of Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Mortgaged Property;

(j) All of Grantor's rights as a declarant, developer or otherwise, including, without limitation, all voting and other rights under all covenants, conditions and restrictions affecting the Mortgaged Property or the Improvements;

(k) All Grantor's rights in proceeds of the loan evidenced by the Note;

(l) All of Grantor's rights under any agreements affecting the Mortgaged Property, whether now existing or hereafter arising; and

(m) All proceeds from sale or disposition of any of the aforesaid collateral.

LEGAL DESCRIPTION OF PROPERTY

The Mortgaged Property referenced in the above is located in Salt Lake County, Utah and more particularly described as:

Parcel 1:

A TRACT OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT OF LAND BEING ALL OF CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 3, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 11000 SOUTH STREET, SAID POINT ALSO BEING ON THE NORTH LINE OF CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 3, ON FILE AT THE SALT LAKE COUNTY RECORDER'S OFFICE IN BOOK 2008 AT PAGE 41, SAID POINT ALSO BEING SOUTH 00°04'20" WEST ALONG THE SECTION LINE A DISTANCE OF 59.79 FEET AND NORTH 89°46'10" WEST 70.11 FEET AND NORTH 44°41'10" WEST 28.33 FEET AND NORTH 89°35'40" WEST 189.79 FEET AND THENCE SOUTH 00°24'20" WEST 1.00 FEET TO THE TRUE POINT OF BEGINNING FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°24'20" WEST 2.36 FEET; THENCE SOUTHEASTERLY 20.27 FEET ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°33'27" (CHORD BEARS SOUTH 14°52'23" EAST 20.03 FEET); THENCE SOUTH 30°09'07" EAST 15.74 FEET; THENCE SOUTH 00°26'07" EAST 180.01 FEET; THENCE SOUTH 00°50'56" EAST 194.72 FEET; THENCE SOUTH 01°23'26" WEST 104.43 FEET; THENCE WEST 197.53 FEET; TO A POINT ON THE WEST LINE OF SAID CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 3; THENCE NORTH 00°04'20" EAST 515.72 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF 11000 SOUTH STREET; THENCE SOUTH 89°35'40" EAST 182.14 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

Tax Parcel No.: 28-19-229-084

Parcel 1A:

TOGETHER WITH AND SUBJECT TO THE RIGHTS, PRIVILEGES, COVENANTS AND CONDITIONS CONTAINED IN THAT CERTAIN JOINT USE AND RECIPROCAL EASEMENT AGREEMENT RECORDED MARCH 10, 2016, AS ENTRY NO. 12237401, IN BOOK 10410, AT PAGE 264-278, OF OFFICIAL RECORDS, AND THE AMENDED AND RESTATED JOINT USE AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 2, 2016, AS ENTRY NO. 12425280, IN BOOK 10506, AT PAGE 6339, OF OFFICIAL RECORDS.

Said property is also known by the street address of: 676 East 11000 South, Sandy, Utah 84070.