



\*W2630753\*

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

E# 2630753 PG 1 OF 5  
ERNEST D. ROWLEY, WEBER COUNTY RECORDER  
18-Apr-13 04:28 PM FEE \$20.00 DEP SY  
REC FOR: FIRST AMERICAN NCS - UTAH  
ELECTRONICALLY RECORDED

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**AMERICANWEST BANK  
3250 OCEAN PARK BLVD.  
SUITE 210  
SANTA MONICA, CA 90405**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**BROOK HOLLOW APARTMENTS, LLC**

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**239 EAST SOUTH TEMPLE SALT LAKE CITY UT 84111 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**LLC UTAH 6870125-0160**  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**AMERICANWEST BANK, A WASHINGTON CORPORATION**

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**3250 OCEAN PARK BLVD., SUITE 210 SANTA MONICA CA 90405 USA**

4. This FINANCING STATEMENT covers the following collateral:  
**ALL ASSETS OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION, ALL OF THE COLLATERAL DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA  
**LOAN NO.: 4400000150**

**UCC FINANCING STATEMENT ADDENDUM**

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME <b>BROOK HOLLOW APARTMENTS, LLC</b>		
OR	9b. INDIVIDUAL'S LAST NAME <i>Renfro</i>	
	FIRST NAME <i>HAL</i>	MIDDLE NAME, SUFFIX <i>D.</i>

**10. MISCELLANEOUS:**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

**12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral; or is filed as a  fixture filing.

14. Description of real estate:

**SEE EXHIBIT "A" ATTACHED HERETO**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction
- Filed in connection with a Public-Finance Transaction

**FINANCING STATEMENT; EXHIBIT "A"**

Attached to that certain UCC-1 Financing Statement naming **BROOK HOLLOW APARTMENTS, LLC** as "Debtor".

**LOCATION OF PERSONAL PROPERTY COLLATERAL  
LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN IS SITUATED IN WEBER COUNTY, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

PART OF THE EAST 1/2 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 0° 29' 44" EAST 2945.63 FEET NORTH 89° 02' WEST 43.02 FEET AND SOUTH 0° 58' WEST 1032.46 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; RUNNING THENCE SOUTH 0° 58' WEST 320.00 FEET TO THE NORTH LINE OF THE B V GLASMAN PROPERTY, THENCE NORTH 89° 30' 16" WEST 349.11 FEET, THENCE NORTH 4° 35' 16" WEST 342.40 FEET TO A POINT WHICH IS NORTH 89° 02' WEST OF BEGINNING, THENCE SOUTH 89° 02' EAST 380.50 FEET TO THE POINT OF BEGINNING.  
EXCEPTING THEREFROM: THAT PORTION WITHIN THE BOUNDARIES OF SOUTH OGDEN HIGHLAND CANAL.

TOGETHER WITH A RIGHT OF WAY FOR INGRESS & EGRESS OVER THE FOLLOWING: PART OF THE EAST 1/2 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY; BEGINNING AT A POINT WHICH IS NORTH 0° 29' 44" EAST 2945.63 FEET, NORTH 89° 02' WEST 43.02 FEET, SOUTH 0° 58' WEST 1032.46 FEET AND NORTH 89° 02' WEST 15.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9, RUNNING THENCE NORTH 0° 58' EAST 175.00 FEET, THENCE NORTHWESTERLY AND TO THE RIGHT ALONG THE ARC OF A REGULAR CURVE 23.56 FEET, (RADIUS EQUALS 15 FEET) THENCE NORTH 0° 58' EAST 30.00 FEET, THENCE NORTH 89° 02' WEST 40.00 FEET, THENCE SOUTH 0° 58' WEST 220.00 FEET, THENCE SOUTH 89° 02' EAST 25.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINE OVER THE FOLLOWING: A FIFTEEN FOOT (15') EASEMENT SEVEN AND ONE-HALF FEET (7.5') EAST SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, PART OF THE EAST 1/2 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT A POINT WHICH IS NORTH 0° 29' 44" EAST 2945.63 FEET, NORTH 89° 02' WEST 43.02 FEET SOUTH 0° 58' WEST 1032.46 FEET AND NORTH 89° 02' WEST 30.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9, RUNNING THENCE NORTH 0° 58' EAST 420.00 FEET, THENCE SOUTH 89° 20' EAST 30 FEET, MORE OR LESS, TO THE WEST LINE HARRISON BOULEVARD.

PROPERTY ADDRESS: 4515 HARRISON BOULEVARD, OGDEN, UTAH 84403

SAID PROPERTY IS IDENTIFIED BY ASSESSOR'S PARCEL NUMBER(S): 06-032-0021 *1 NP*

**FINANCING STATEMENT; EXHIBIT "B"**

Attached to that certain UCC-1 Financing Statement naming **BROOK HOLLOW APARTMENTS, LLC** as "Debtor".

All assets of the Debtor, including, without limitation, all of Debtor's present and future right, title and interest in and to all of the following:

(1) All of the following which 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 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; 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) and other tangible personal property (other than Fixtures) which 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 agreements 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 now or hereafter in force, whether oral or written, covering or affecting the Property, 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 (the "**Leases**");

(8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, 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 (collectively, the "Impositions") by any municipal, state or federal authority or insurance company;

(10) All tenant security deposits which have not been forfeited by any tenant under any Lease;

(11) All funds on deposit pursuant to any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Property does not increase to a level specified in that agreement, or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other fund, reserve or account;

(12) 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; and

(13) 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.