



12474236
 2/10/2017 12:50:00 PM \$18.00
 Book - 10528 Pg - 6776-6780
 Gary W. Ott
 Recorder, Salt Lake County, UT
 MERIDIAN TITLE
 BY: eCASH, DEPUTY - EF 5 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)
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Greer, Herz & Adams, LLP 2525 South Shore Blvd., Suite 203 League City, Texas 77573 Attn: Deanna Rehm </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					
North Temple Enterprises, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1153 S. 3600 West		Salt Lake City	UT	84104	U.S

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					
American National Insurance Company					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2525 South Shore Blvd., Suite 207		League City	TX	77573	U.S

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit "One" attached hereto and made a part hereof.

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:
366023 - LCM 16-187; To be recorded with the County Clerk of 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

9a. ORGANIZATION'S NAME North Temple Enterprises, LLC	
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				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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:

See Exhibit "A" attached hereto and made a part hereof.

17. MISCELLANEOUS:

EXHIBIT "One"

This Financing Statement covers the following collateral:

(a) any and all of the goods, articles of personal property, accounts, general intangibles, instruments, documents, furniture, furnishings, equipment and/or fixtures of every kind and nature whatever (including without limitation, the items described in subsections (b) through (j) below) now or hereafter owned by Debtor, in or hereafter placed in, or used or which may become used, in connection with or in the use, enjoyment, ownership or operation of the real estate described on **Exhibit "A"** attached hereto and made a part hereof (the "Mortgaged Premises") (hereinafter defined), including, without limitation, that certain Class "A" multi-unit apartment complex to be constructed and operated thereon (the "Apartment Complex"), together with any and all additions thereto, replacements thereof, substitutions therefor and any and all proceeds thereof;

(b) any and all rents, rentals, payments, compensations, revenues, profits, incomes, leases, licenses, concession agreements, parking agreements, insurance policies, plans and specifications, contract rights (including, without limitation, any and all construction contracts, guarantees of construction contracts, architect's contracts and engineering contracts), accounts (including, without limitation, advance deposits made in respect of the leasing of the Apartment Complex; and all accounts receivable arising from the operation of the Apartment Complex, including, without limitation, any and all accounts receivable owing from any tenants within the Apartment Complex incurred during that tenant's lease term); all escrowed funds (including, without limitation, the FF&E Escrow, as defined below), and general intangibles in any way relating to the Mortgaged Premises or used or useful in the use, enjoyment, ownership or operation of the Mortgaged Premises;

(c) to the extent Debtor has a right to grant a security interest therein, all names, trade names, signs, marks and trademarks under or by which the Mortgaged Premises may at any time be operated or known, all rights to carry on business under any such names, trade names, signs, marks and trade marks, or any variant thereof, any goodwill in any way relating to the Mortgaged Premises and all of Debtor's rights to carry on the business of Debtor or the Apartment Complex under all such names, trade names, signs, marks and trade marks, or any variant thereof;

(d) all telephones (including, without limitation, all of Debtor's interest as tenant in any leases thereof), televisions (including all of Debtor's interest as tenant in any leases thereof), window treatments, safety equipment and the tangible articles of personal property owned or leased by Debtor used or useful in the use, enjoyment, ownership or operation of the Mortgaged Premises;

(e) all inventories of supplies used in connection with the operation and management of the business of the Apartment Complex including, without limitation, paper goods, brochures, office supplies, food and beverage inventory (to the extent the transfer of same is permissible under applicable law), chinaware, glassware, flatware, table linens, soap and other operational and management supplies located at the Apartment Complex;

(f) all of the books, records, files, budgets, projections, strategic plans, business plans and specifications, drawings, test reports, inspections and engineering reports, tenant registers, employment records, maintenance records, rental and reservation records, and any customer lists of

NAME OF DEBTOR: NORTH TEMPLE ENTERPRISES, LLC
SECURED PARTY: AMERICAN NATIONAL INSURANCE COMPANY

Debtor in connection with the use, enjoyment, ownership or operation of the Mortgaged Premises;

(g) all governmental permits relating to construction on the Mortgaged Premises, and all other consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality in respect of the Apartment Complex, held or used by Debtor relating to the Apartment Complex;

(h) if and to the extent assignable and subject to any tenant's interest, all deposits, awards, damages, payments, escrowed monies, insurance proceeds, condemnation awards or other compensation, and interests, fees, charges or payments accruing on or received from or to be received on any of the foregoing in any way relating to the Mortgaged Premises, or the ownership, enjoyment or operation of the Mortgaged Premises together with all proceeds of all of the foregoing described in this herein;

(i) any and all cash, securities, uncertificated securities, investment property, securities accounts, financial assets, deposit accounts, securities entitlements and other personal property now or hereafter in or coming into or being credited to, or represented by any of the foregoing, including, without limitation, any and all interest, dividends, rights, options, powers, splits and income thereon:
and

(j) any and all products, proceeds, substitutions, renumberings and replacements of any of the collateral described in this paragraph.

"FF&E Escrow" shall mean an escrow account to cover certain costs and expenses relating to the replacement of in-unit fixtures, furnishings and equipment within the apartment units of the Apartment Complex, such escrow amount to be at all times no less than Two Hundred Fifty and No/100 Dollars (\$250.00) per apartment unit within the Apartment Complex.

NAME OF DEBTOR: NORTH TEMPLE ENTERPRISES, LLC
SECURED PARTY: AMERICAN NATIONAL INSURANCE COMPANY

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Lots 1 & 8, Block 97, Plat "A", Salt Lake City Survey, located in Salt Lake City, Utah, more particularly described as follows:

Beginning at the Southeast corner of Block 97, Plat "A", Salt Lake City Survey; thence North 89°55'57" West along the South line of said Block, 330.14 feet to the Southwest corner of said Lot 1; thence North 0°05'20" West 275.04 feet along the Westerly line of Lot 1 and Lot 8; thence South 89°55'43" East 330.15 feet to the East line of said Block; thence South 0°05'10" East along the East line of said Block, 275.02 feet to the point of beginning.

TAX ID NO. 08-36-451-012