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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
CLAWSON GROUP
292 E 12200 S #200
DRAPER UT 84020
BY: NUA, DEPUTY - WI 3 P.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Brody Bevan 801-281-4884 ext. 114
B. E-MAIL CONTACT AT FILER (optional) bbevan@thelawsongroup.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) The Clawson Group, Inc. 292 E. 12200 S. Suite 200 Draper, UT. 84020

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
9294767

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

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

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

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

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b; and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME Hillside Plaza Partners, LLC			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Protective Life Insurance Company			
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

SCHEDULE A

All of Debtor's estate, right, title and interest in, to and under the Property and any and all of the following, whether now owned or held or hereafter acquired or owned by Debtor:

- (a) All Leases;
- (b) All profits and sales proceeds, including, without limitation, earned money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of Debtor's interest in the Property;
- (c) All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims; and
- (d) All insurance proceeds payable on account of any act or occurrence of any kind or nature which results in damage, loss or destruction to the Property and all awards of payment or compensation payable on account of any condemnation or other taking for public or private use of the Property or which relates to injury, damage, benefit or betterment thereto.

As used in this Schedule A, the following terms shall have the respective meanings attributed to them as follows:

Improvements: all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures and other articles of every kind and nature whatsoever now or hereafter owned by Debtor and used or procured for use in connection with the operation and maintenance on the Realty or Personally.

Land: the land described in Exhibit A attached hereto, together with all estate, title, interests, title reversion rights, rents, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges, water rights, water courses, alleys, streets, passages, ways, vaults, adjoining strips of ground, licenses, tenements, franchises, hereditaments, rights, appurtenances and easements, now or hereafter owned by Debtor and existing, belonging or appertaining to the Land, all claims or demands whatsoever of Debtor therein or thereto, either in law or in equity, in possession or in expectancy and all estate, right, title and interest of Debtor in and to all streets, roads and public places opened or proposed, now or appertaining to, the Land.

Leases: all leases, lease guarantees, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment thereof or from the Leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

Personally: all of Debtor's interest in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the Realty, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the Realty, including, without limitation, all accounts, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment and farm products), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time in the State), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the Improvements, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

Property: the Realty and Personally or any portion thereof or interest therein except as the context otherwise requires.

Realty: the Land and Improvements or any portion thereof or interest therein, as the context requires.

Some of the above-described property is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto. The Debtor is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

ELECTRONICALLY RECORDED

By Founders Title Company on 02/08/2005

As Entry No. 9294767

EXHIBIT A

Parcel 1:

Beginning at a point on the East line of 2300 East Street, said point being South 0 deg. 14'40" West 40.01 feet and South 89 deg. 51'30" East 33.00 feet from the North quarter corner of Section 37, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89 deg. 51'30" East 830.752 feet; thence South 39 deg. 30'00" East 116.859 feet; thence South 39 deg. 10'00" West 243.69 feet; thence South 45 deg. 11'35" West 720.00 feet; thence South 66 deg. 22'30" West 102.47 feet; thence North 89 deg. 45'20" West 150.00 feet to the East line of 2300 East Street; thence North 0 deg. 14'40" East 828.99 feet to the point of beginning.

Protective Life
Hillside Plaza
Salt Lake City, UT