



W2758010

E# 2758010 PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
28-Sep-15 0105 PM FEE \$24.00 DEP TT
REC FOR: FIRST AMERICAN TITLE INSURANCE CO
ELECTRONICALLY RECORDED

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)

**LESLIE F. DOMINY
GREYSTONE FUNDING CORPORATION
419 BELLE AIR LANE
WARRENTON, VIRGINIA 20186**

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
PEACHTREE PLACE VII, L.C.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS
4607 South Midland Drive

CITY West Haven	STATE UT	POSTAL CODE 84401	COUNTRY USA
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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
GREYSTONE FUNDING CORPORATION

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS
419 Belle Air Lane

CITY Warrenton	STATE VA	POSTAL CODE 20186	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:

See **Exhibit A** attached hereto for a description of the real estate to which certain of the collateral relates. See **Exhibit B** attached hereto for a description of the collateral.

Either Secured Party, acting alone, is authorized to file continuation statements with respect to this financing statement.

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

Record in records of Weber County, UT; Peachtree Place of West Haven; FHA #105-22062

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
PEACHTREE PLACE VII, L.C.

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 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).

OR

11a. ORGANIZATION'S NAME
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, C/O OFFICE OF HEALTHCARE PROGRAMS

11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
451 7TH STREET S.W. WASHINGTON DC 20410 USA

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 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.

17. MISCELLANEOUS:

EXHIBIT A TO UCC FINANCING STATEMENT

LOT 5, SÖDENKAMP SUBDIVISION AMENDED LOT 5; ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY
RECORDER'S OFFICE.

08-458-0001 / RT

EXHIBIT B TO UCC FINANCING STATEMENT

All of the Debtor's present and future right, title, and interest in and to all of the following described property and interests in property (whether now owned or held or existing or hereafter acquired, held, arising, or created), to the fullest extent such property and interests in property may, under applicable law, be subject to a security interest under the Uniform Commercial Code:

a. **The Collateral Property.** All of the "Collateral Property," which is defined as the Mortgaged Property except the Land; and

b. **Products and Proceeds.** All products and cash proceeds and non-cash proceeds of any of the Collateral Property.

As used herein, the "Mortgaged Property" means all of the following:

1. **Land.** The land and/or estate in realty described in Exhibit A to this UCC Financing Statement (the "Land");
2. **Healthcare Facility.** That portion of the Project operated on the Land as a nursing home, intermediate care facility, board and care home, assisted living facility, and/or any other healthcare facility authorized to receive insured mortgage financing pursuant to Section 232 of the National Housing Act, as amended, including any commercial space included in the facility;
 - a. As used herein, "HUD" means the U.S. Department of Housing and Urban Development, acting by and through the Secretary of that department, in the capacity as insurer or holder of the Loan under the authority of the National Housing Act, as amended, the Department of Housing and Urban Development Act, as amended, or any other federal law or regulation pertaining to the Loan or the Project.
 - b. As used herein, "Loan" means the indebtedness from Debtor to Secured Party evidenced by a Healthcare Facility Note insured by HUD (the "Note") and secured by a mortgage, deed of trust, deed to secure debt, or security deed (the "Security Instrument").
 - c. As used herein, "Master Lease" means a master lease in which the Healthcare Facility is aggregated with other HUD-insured healthcare facilities and leased to a master tenant.
 - d. As used herein, "Operator" means, except as otherwise approved by HUD, any single asset entity acceptable to HUD that operates the Healthcare Facility, pursuant to a lease, management agreement, operating agreement, or similar contract (i) with the Debtor, or (ii) if the Healthcare Facility is aggregated with other health care facilities in connection with a Master Lease, with the master tenant pursuant to the Master Lease. Where the Project has

more than one licensed operator, the use of the singular shall include the plural.

- e. As used herein, "Project" means any and all assets of whatever nature or wherever situated related to the Loan, including without limitation, the Mortgaged Property, any Improvements, and any collateral owned by the Operator securing the Loan.
3. **Improvements.** The buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions (the "Improvements");
 4. **Fixtures.** All property or goods that are or become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: 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, computers, 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 disposals, 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; playground and exercise equipment, and classroom furnishings and equipment (the "Fixtures");
 5. **Personalty.** All equipment, inventory, and general intangibles (the "Personalty"). The definition of "Personalty" includes furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering, and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: replacement reserve funds, bank accounts, residual receipts funds, and investments;

6. **Other Rights.** 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 Land or the Improvements, or both, and all rights-of-way, streets, alleys, and roads which may have been or may in the future be vacated;
7. **Insurance Policies and Proceeds.** All insurance policies covering any of the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty, or any other part of the Mortgaged Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement;
8. **Awards.** All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
 - a. As used herein, "Governmental Authority" means any board, commission, department, or body of any municipal, county, state, tribal, or federal governmental unit, including any United States territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, including the use, operation or improvement of the Mortgaged Property.
9. **Contracts.** All contracts, options, and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty, or any other part of the Mortgaged Property, entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
10. **Other Proceeds.** All proceeds (cash or non-cash), liquidated claims, or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property, and the right to collect such proceeds, liquidated claims, or other consideration;
11. **Revenue.** All revenue generated by any portion of the Mortgaged Property and any Leases;
12. **Leases.** Any and all Operator Leases, Master Leases, Residential Agreements, and any other 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 Project, or any portion of the Project, and all modifications, extensions or renewals ("Leases"). Any ground lease to the Debtor creating a leasehold interest in the Land that is security for the Loan is not a "Lease" as used herein;

- a. As used herein, "Operator Lease" means a lease to Operator by Debtor or by the master tenant under a Master Lease, providing for the operation of the Healthcare Facility.
- b. As used herein, "Residential Agreement" means any lease or other agreement between the Operator and a resident setting forth the terms of the resident's living arrangements and the provision of any related services.
13. **Other.** All earnings, royalties, instruments, accounts (including any deposit accounts), Accounts Receivable, supporting obligations, issues and profits from the Land, the Improvements, the Healthcare Facility; or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan;
- a. As used herein, "Accounts Receivable" means all right, title and interest of Operator in and to the following, in each case arising from the operation of the Healthcare Facility located on the Mortgaged Property in the ordinary course of business: (a) all rights to payment of a monetary obligation, whether or not earned by performance, including, but not limited to, accounts receivable, health-care insurance receivables, Medicaid and Medicare receivables, Veterans Administration receivables, or other governmental receivables, private patient receivables, and HMO receivables, (b) payment intangibles, (c) guaranties, letter-of-credit rights and other supporting obligations relating to the property described in clauses (a) and (b); and (d) all of the proceeds of the property described in clauses (a), (b) and (c). Notwithstanding the foregoing, "Accounts Receivable" shall not include accounts arising from the sale of Operator's equipment, inventory or other goods, other than accounts arising from the sale of Operator's inventory in the ordinary course of Operator's business.
14. **Imposition Deposits.** All deposits made with Secured Party by Debtor for payments of the following (collectively, "Impositions"): mortgage insurance premiums (or monthly service charges in lieu thereof), ground rents, premiums on policies of fire and other property insurance, water rates, Taxes, and municipal/government utility charges and special assessments; all other required escrows and deposits, including any reserves for replacements; and any other deposits as may be required by any Ancillary Agreement;
- a. As used herein, "Taxes" means all taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including all assessments for schools, public betterments, and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, could become a lien on the Land or the Improvements.
- b. As used herein, "Ancillary Agreement" means any separate agreement between Debtor and Secured Party for the purpose of establishing escrows or replacement reserves for the Mortgaged Property, establishing an account to assure the completion of repairs or improvements specified in such agreement,

or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other fund, reserve or account including but not limited to those reserves and escrows required by HUD in connection with construction activity, if any, and those reserves and escrows required by HUD in connection with the Project. Such agreements may include, but are not limited to, any sinking fund agreement, which provides for a depreciation reimbursement account to pay future principal payments under the Note, where Medicaid or third-party reimbursement is on a depreciation plus interest basis; and any depreciation reserve fund agreement which provides for an escrow or trust account with an approved custodian or trustee established for replacing equipment and for funding of depreciation in accordance with a schedule approved by HUD.

15. **Refunds or Rebates.** All refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);
16. **Security Deposits.** All forfeited security deposits under any Lease;
17. **Names.** All names under or by which any of the Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
18. **Ancillary Agreement Deposits and/or Escrows.** All deposits and/or escrows held by or on behalf of Secured Party under Ancillary Agreements;
19. **Litigation Proceeds.** All awards, payments, settlements, or other compensation resulting from litigation involving the Mortgaged Property;
20. **Licenses.** Any and all licenses (including bed authority and/or certificates of need, if permitted in the jurisdiction in which the Project is located) required to operate the Healthcare Facility and receive the benefits and reimbursements under a provider agreement with Medicaid, Medicare, any state or local programs, healthcare insurers or other assistance providers relied upon by HUD to insure the Security Instrument, to the extent allowed by law, and regardless of whether such rights and contracts are held by Debtor or an Operator; and
21. **Receipts and Income.** All receipts, revenues, income and other moneys received by or on behalf of the Healthcare Facility, including all Accounts Receivable, all contributions, donations, gifts, grants, bequests, all revenues derived from the operation of the Healthcare Facility, and all rights to receive the same, whether in the form of Accounts Receivable, contract rights, chattel paper, instruments, or other rights, whether now owned or held or later acquired by or in connection with the operation of the Healthcare Facility.