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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 6 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309-3424
Attn: Kathy Wellman

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 Brittany Apartments, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 4652 South 700 East			CITY Murray	STATE UT	POSTAL CODE 84107	COUNTRY US
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Utah	1g. ORGANIZATIONAL ID #, if any 2029477-0160		<input type="checkbox"/> 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						
OR	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		<input type="checkbox"/> NONE

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

3a. ORGANIZATION'S NAME United Service Protection Corporation						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS One Chase Manhattan Plaza			CITY New York	STATE NY	POSTAL CODE 10005	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

All those types or items of Property described on Exhibit B attached hereto and by this reference made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

Salt Lake County, UT; Loan No. 20015

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR

9a. ORGANIZATION'S NAME Brittany Apartments, L.L.C.		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

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

OR

11a. ORGANIZATION'S NAME			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	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)

OR

12a. ORGANIZATION'S NAME			
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 ss-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

The real estate is described on Exhibit A attached hereto and by this reference made a part hereof.

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

EXHIBIT A
TO UCC FINANCING STATEMENT BETWEEN
BRITTANY APARTMENTS, L.L.C., AS DEBTOR, AND
UNITED SERVICE PROTECTION CORPORATION, AS SECURED PARTY

(Legal Description of Real Property)

Beginning at a point on the Westerly line of 700 East Street (Cottonwood Expressway), said point being South 0°15' West 1275.85 feet and East 150.96 feet from the Northwest corner of the Southwest quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian (said point of beginning also being on the Southerly line of Parcel 1 of the property conveyed to Hyde Park Ltd. II by that certain Special Warranty Deed recorded May 31, 1991 as Entry No. 5074720, in Book 6321, at Page 1926 of the Official Records of the Salt Lake County Recorder); and running thence along said Westerly line South 0°25'30" West 38.02 feet, (39.06 feet by survey), to a right of way marker and South 4°08'20" West 16.43 feet, (15.39 feet by survey), to the Northerly line of the property conveyed to CMM, Ltd. by that certain Special Warranty Deed recorded November 21, 1994 as Entry No. 5969373, in Book 7057, at Page 2081 of the Official Records of the Salt Lake County Recorder; thence along the Northerly line of the said CMM, Ltd. property West 102.90 feet; thence along the Westerly line of the said CMM, Ltd. property South 80.00 feet; thence along the Southerly line of the said CMM, Ltd. property East 97.11 feet to the Westerly line of said 700 East Street; thence along said Westerly line South 4°08'20" West 117.30 feet, to the Northerly line of the property conveyed to Craig Johnson, Michele Bartness and Janet Thorpe by that certain Quitclaim Deed recorded June 6, 1995 as Entry No. 6095394, in Book 7164, at Page 634 of the Official Records of the Salt Lake County Recorder; thence along the Northerly line of the said Craig Johnson, et al property West 126.15 feet, to the Northwest corner of the said Craig Johnson, et al property; thence along the West line of the said Craig Johnson, et al property South 0°15' West 82.98 feet, to the Northerly line of the property conveyed to Joy S. Tholen by Warranty Deed recorded December 30, 1986 as Entry No. 4375498, in Book 5859, at Page 629 of the Official Records of the Salt Lake County Recorder; thence along the said Tholen property the following four (4) courses: West 55.64 feet, and South 25°48' West 50.71 feet, and South 58° East 66.74 feet, and North 89°29' East 135.86 feet, to the said Westerly line of 700 East Street; thence along said Westerly line of 700 East Street South 4°08'20" West 24.33 feet, (24.67 feet by survey), to a right of way marker; thence along said Westerly line of 700 East Street South 3°59' East 193.99 feet, (194.64 feet by survey), to a right of way marker; thence Southerly along a 1348.567 foot radius curve to the left through a central angle of 3°49'30", a distance of 90.03 feet, to the Northerly line of Mt. Vernon Cove, a Utah condominium project, as recorded in the office of the Salt Lake County Recorder; thence along the Northerly line of said Mt. Vernon Cove South 89°47'50" West 364.46 feet, (364.44 feet by survey), along a fence to the Salt Lake City property as shown in the real property tax assessment records of Salt Lake County under Tax Parcel No. 22-06-479-004; thence North 85.59 feet, along said Salt Lake City property to the Northeast corner thereof; thence along the North line of the said Salt Lake City property West 90.65 feet, to the East line of Spring Dale Subdivision as recorded in the office of the Salt Lake County Recorder; thence along said East line and beyond North 0°15' East 313.64 feet; thence West 1.81 feet; thence North 0°15' East 163.58 feet; thence North 0°20' East 155.51 feet, to the South line of the William E. Bowers, Jr. and Mary B. Bowers property described in that certain Quit Claim Deed recorded August 11, 1989 as Entry No. 4810100, in Book 6150, at Page 1603 of the Official Records of the Salt Lake County Recorder; thence along said South line North 89°01'10" East 92.25 feet, to the Southeast corner of the said Bowers property; thence along the East line of the said Bowers property North 0°15' East 19.95 feet, to the South line of Parcel 2 of the property conveyed to Hyde Park Ltd. II by that certain Special Warranty Deed recorded May 31, 1991 as Entry No. 5074720, in Book 6321, at Page 1926 of the Official Records of the Salt Lake County Recorder; thence along said South line North 89°50'20" East 264.75 feet, more or less; thence South 16.07 feet, (16.37 feet by survey), to a point 110.18 feet, West from the point of beginning; thence East 110.18 feet, to the point of beginning.

Tax ID Number: 22-06-478-020 and 22-05-303-009

THE RECORD OWNER OF THE REAL PROPERTY IS: Brittany Apartments, L.L.C.

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LEGAL02/32967464v3/s6

UCC Financing Statement
 Brittany Apartments, Murray, Utah; Loan No. 20015

EXHIBIT B

TO UCC FINANCING STATEMENT BETWEEN
BRITTANY APARTMENTS, L.L.C., AS DEBTOR, AND
UNITED SERVICE PROTECTION CORPORATION, AS SECURED PARTY

The following described land, interests in land, estates, easements, rights, appurtenances, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter all of the foregoing are sometimes collectively referred to as the "Mortgaged Property"; as used herein, the term "Borrower" shall mean "Debtor" and the term "Lender" shall mean "Secured Party", and any other terms not herein defined shall have the definitions set forth in that certain Deed of Trust and Security Agreement (the "Instrument") from Debtor to or for the benefit of Secured Party conveying the Premises):

(a) that tract or parcel of land more particularly described in Exhibit A attached to the within Financing Statement and by this reference made a part hereof (the "Premises");

(b) all buildings and other structures and improvements now or hereafter located on the Premises (the "Improvements");

(c) all of the estate, right, title, claim or demand of any nature whatsoever of Borrower, either in law or in equity, in possession or expectancy, in and to the Premises and Improvements or any part thereof;

(d) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances, reversion or reversions, remainder or remainders of any nature whatsoever, in any way belonging, relating or pertaining to the Premises (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever and all additions thereto and renewals and replacements thereof, and all substitutions therefor, now owned or hereafter acquired by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon or in, or attached to, any portion of the Premises and Improvements, or appurtenances thereto, and used or usable in connection with the present or future operation and occupancy of the Premises and Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Premises and Improvements (collectively, the "Equipment") (other than fixtures, equipment, machinery or other property of tenants under any lease of or rental agreement for space in the Premises and Improvements), including the interest of Borrower in all of the aforesaid which are subject to lease agreements or other service contracts (but excluding the interest of the lessor or owner of such items), and including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a sale of any of the foregoing, and the right, title and interest of Borrower in and to any of the Equipment which may be

subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Premises and Improvements are located; the "Uniform Commercial Code"), superior in lien to the lien of the Instrument and all proceeds and products of any of the above, and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to, and a part of, the Premises and Improvements as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Debt and to be secured by the Instrument;

(f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises, Improvements and Equipment, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), for a change in grade or for any other injury to or decrease in the value of the Premises and Improvements and the reasonable attorneys' fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment;

(g) the interest of the owner of the Mortgaged Property in and to all leases, subleases, lettings, licenses, occupancy agreements and other agreements affecting the use or occupancy of the Premises and Improvements or any part thereof now or hereafter entered into (including any such agreements entered into after filing by or against Borrower of a petition for relief under 11 U.S.C. Section 101 *et seq.* (the "Bankruptcy Code"), as the same may be amended from time to time), and including, but not limited to, (i) all amendments, extensions, modifications, replacements or renewals thereof, (ii) any and all guaranties of any tenant's obligations under any provisions thereof, and (iii) any and all notes, lines of credit or other documents or instruments that evidence any financing by Borrower of any tenant improvements or other amounts related to such use or occupancy or lease obligations (such leases and other occupancy agreements as aforesaid, as the same may be amended, extended, modified or renewed, and together with the rights and interests set forth below in this paragraph are hereinafter referred to collectively as the "Leases" and individually as a the "Leases") and absolutely and presently the right to receive and apply the rents, revenues, income, issues, cash collateral, royalties, benefits, advance rentals, security deposits, payments, cash and profits of the Premises and Improvements from time to time accruing, including, without limitation, all payments under Leases or tenancies, proceeds of insurance, additional rents, lease termination fees, tenant security deposits and escrow funds paid or accruing before or after the filing by or against Borrower of a petition for relief under the Bankruptcy Code (the "Rents") to the payment of the Debt; reserving only the right, power and authority given to Borrower as a licensee to collect and apply the same prior to the occurrence of an Event of Default hereunder and so long as the same are not subjected to garnishment, levy, attachment or lien;

(h) all proceeds of and any unearned premiums on any insurance policies covering the Premises and Improvements (whether or not such policies are specifically required hereunder and/or the requirement for such policies had been theretofore waived or deferred by Lender), including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises and Improvements;

(i) the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Premises and Improvements and to commence any action or proceeding to protect the interest of Lender in the Premises and Improvements; and

(j) all refunds, rebates or credits in connection with the reduction of taxes as a result of tax certiorari or any applications or proceedings for deduction;

(k) all trade names, trademarks, service marks, logos, copyrights, goodwill, books and records (including, but not limited to, recorded data of any kind or nature, regardless of the medium of recording, including software, writings, plans, specifications and schematics) and other general intangibles specific to or used in connection with the operation of the Mortgaged Property; and

(l) all and singular the rights, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises and Improvements hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower.

**THIS FINANCING STATEMENT IS TO BE INDEXED IN THE REAL ESTATE RECORDS OF
SALT LAKE COUNTY, UTAH**