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 Book - 10088 Pg - 9390-9393
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 THE CLAWSON GROUP INC
 5107 S 900 E STE 100
 SLC UT 84117
 BY: SLR, DEPUTY - WI 4 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Brody Bevan	801-281-4884
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
The Clawson Group, Inc.	
5107 S. 900 E. Suite 100	
Salt Lake City, UT. 84117	

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						
Richard N. reese Family Limited Liability Company, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS						
9150 South 300 West			CITY	STATE	POSTAL CODE	COUNTRY
			Sandy	UT	84070	USA
1d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
			LLC	Utah	2113499-0160 <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. TAX ID #:	SSN OR EIN	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/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
Equitrust Life Insurance Company						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS						
7100 Westown Parkway, Suite 200			CITY	STATE	POSTAL CODE	COUNTRY
			West Des Moines	IA	50266-2521	USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and B Attached herto.

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 (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

EXHIBIT "A"

Legal Description

PARCEL 1:

Beginning at the Northwest corner of Lot 10, Block 15, Ten Acre Plat "A", Big Field Survey and running thence East 158.68 feet, thence South 185.20 feet; thence West 159.68 feet; thence North 185.20 feet to the point of beginning.

LESS AND EXCEPTING therefrom the following:

A parcel of land in fee for highway known as Project No. 032-1, being part of an entire tract of property, in Lot 10, Block 15, Ten Acre Plat "A" Big Field Survey. The boundaries of said parcel are described as follows:

Beginning at a point that is the Northeast corner of said entire tract, said point being East 158.68 feet from the Northwest corner of Lot 10, Block 15, Ten Acre Plat "A", Big Field Survey and running thence South 25.00 feet; thence North 88°26'30" West 158.74 feet to the Easterly right of way line of the Union Pacific Railroad; thence North 20.68 feet along said railroad right of way to the Southerly right of way line of existing 3300 South Street; thence Easterly 158.68 feet along said Southerly right of way line to the point of beginning.

PARCEL 2:

Beginning at a point that is 185.20 feet South from the Northwest corner of Lot 10, Block 15, Ten Acre Plat "A", Big Field Survey and running thence East 158.68 feet; thence South 158.00 feet; thence West 158.68 feet; thence North 158.00 feet to the point of beginning.

PARCEL 3:

Beginning at a point that is 31.00 feet North and 590.00 feet West of the Southeast corner of Lot 10, Block 15, Ten Acre Plat "A", Big Field Survey and running thence North 200.00 feet; thence West 48.00 feet; thence South 200.00 feet; thence East 48.00 feet to the point of beginning.

PARCEL #
15-25-476-001
15-25-476-002
15-25-476-013

Debtor - Richard N. Reese Family Limited Liability Company, L.L.C.
Secured Party - EquiTrust Life Insurance Company

EXHIBIT B
TO
UCC FINANCING STATEMENT

This Financing Statement covers all right, title and interest of the Debtor in and to the Mortgaged Property, as defined below, whether now owned or hereafter acquired by the Debtor, and all proceeds thereof.

Fixtures means all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements on the Property, including, but not limited to, any and all partitions; window screens and shades; drapes, carpeting and other floor coverings; awnings; pumps; motors; valves; elevators and escalators; engines; wire and wiring; boilers; furnaces; pipes; plumbing; sprinkler systems; irrigation systems; fire extinguishing apparatus and equipment; communication equipment; computers and computerized equipment; security systems and devices; water tanks; heating, ventilating, incinerating, air conditioning and air cooling equipment and systems; gas and electric machinery; disposals, dishwashers, refrigerators, ranges and other appliances; and equipment and facilities of all kinds which constitute fixtures under applicable law and all replacements and substitutions therefor.

Improvements means any and all buildings, sheds, storage areas, warehousing areas, open or covered parking areas, parking garages or structures, other structures, fences, curbs, walls, sidewalks, walkways, paved parking areas, pavement, recreational facilities, landscaping and all other real property improvements, and any and all additions, alterations, or appurtenances thereto, now or at any time hereafter situated, placed, constructed upon or for the benefit of the Property or any part thereof, and shall include, unless the context otherwise requires, all Fixtures.

Leases means any and all leases, subleases, licenses, concessions, occupancy, rental and use agreements, or other agreements (written or oral), now or hereafter in effect which grant a possessory interest in and to, or the right to use, occupy or generate income from, in or around the Property and/or the Improvements, or any portion thereof, if any, and all guarantees of, and security for the performance of any of the obligations and payments thereunder.

Mortgaged Property means all or any of the Improvements, Fixtures, Personalty, Property, Leases or Rents.

Person means any individual, corporation, trust, partnership, joint venture, limited liability company or any other entity, business entity or form of organization.

Personalty means all of the right, title and interest of Debtor now or hereafter existing in and to the following now or hereafter located in, upon, within or about, or used in connection with the construction, use, operation or occupancy of the Property and/or the Improvements and any business or activity conducted thereon or therein, together with all accessories, additions, accessions, renewals, replacements and substitutions thereto or therefor and the proceeds and products thereof: (a) all materials, supplies, furniture, furnishings, appliances, office supplies,

Debtor - Richard N. Reese Family Limited Liability Company, L.L.C.
Secured Party - EquiTrust Life Insurance Company

equipment, construction materials, vehicles, machinery, computer hardware and software, maintenance equipment, window washing equipment, repair equipment and other equipment, tools, telephone and other communications equipment, food service preparation equipment and utensils, chinaware, glassware, silverware and hollowware, food and beverage service equipment, food items and food stuffs; (b) all books, ledgers, records, accounting records, files, tax records and returns, policy manuals, papers, correspondence, and electronically recorded data; (c) all general intangibles, instruments, money, accounts, accounts receivable, notes, certificates of deposit, chattel paper, letters of credit, choses in action, good will, rights to payment of money, rents, rental fees, equipment fees and other amounts payable by Persons who utilize the Property or any of the Improvements or paid by persons in order to obtain the right to use the Property and any of the Improvements, whether or not so used; trademarks, service marks, trade dress, tradenames, licenses, sales contracts, deposits, plans and specifications, drawings, working drawings, studies, maps, surveys, soil, environmental, engineering or other reports, architectural and engineering contracts, construction contracts, construction management contracts, surety bonds, feasibility and market studies, management and operating agreements, service agreements and contracts, landscape maintenance agreements, security service and other services agreements and vendors agreements; (d) all compensation, awards and other payments or relief (and claims therefor) made for a taking by eminent domain, or by any event in lieu thereof (including, without limitation, property and rights and interests in property received in lieu of any such taking), of all or any part of the Mortgaged Property (including without limitation, awards for severance damages), together with interest thereon, and any and all proceeds (or claims for proceeds) of casualty, liability or other insurance pertaining to the Mortgaged Property, together with interest thereon; (e) any and all claims or demands against any Person with respect to damage or diminution in value to the Mortgaged Property or damage or diminution in value to any business or other activity conducted on the Property; (f) any and all security deposits, deposits of security or advance payments made to others with respect to: (i) insurance policies relating to the Mortgaged Property; (ii) taxes or assessments of any kind or nature affecting the Mortgaged Property; (iii) utility services for the Property and/or the Improvements; or (iv) maintenance, repair or similar services for the Mortgaged Property or any other services or goods to be used in any business or other activity conducted on the Property; (g) any and all authorizations, consents, licenses, permits and approvals of and from all Persons required from time to time in connection with the construction, use, occupancy or operation of the Property, the Improvements, or any business or activity conducted thereon or therein or in connection with the operation, occupancy or use thereof; (h) all warranties, guaranties, utility or street improvement bonds, utility contracts, telephone exchange numbers, yellow page or other directory advertising and the like; (i) all goods, contract rights, and inventory; (j) all leases and use agreements of machinery, equipment and other personal property; (k) all insurance policies covering all or any portion of the Property; (l) all reserve accounts and funds held in escrow by Secured Party or other Person for Secured Party's benefit; (m) all names by which the Property is now or hereafter known; (n) all interests in the security deposits of tenants; (o) all management agreements, blueprints, plans, maps, documents, books and records relating to the Property; (p) the proceeds from sale, assignment, conveyance or transfer of all or, any portion of the Mortgaged Property or any interest therein, or from the sale of any goods, inventory or services from, upon or within the Property and/or the Improvements (but nothing contained herein shall be deemed a consent by Secured Party to such sale, assignment, conveyance or transfer except as expressly provided in the security instrument relating to the Mortgaged Property granting Secured Party a lien thereon); (q) any property listed under the definition of "Fixtures" which are