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 Gary W. Ott
 Recorder, Salt Lake County, UT
 COTTONWOOD TITLE
 BY: eCASH, DEPUTY - EF 11 P.

CT-87092-AF
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
Cornelius R. O'Brien, Esquire Troutman Sanders LLP Post Office Box 1122 Richmond, Virginia 23218

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)

OR	1a. ORGANIZATION'S NAME SOLAMEER PARTNERS, LLC				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o Keller Investment Properties, LLC 500 N. Marketplace Drive, Suite 101		CITY Centerville	STATE UT	POSTAL CODE 84104	COUNTRY USA

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)

OR	2a. ORGANIZATION'S NAME ROBERT HAWKES REAL ESTATE, LLC				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS 2175 Wood Hollow Way		CITY Bountiful	STATE UT	POSTAL CODE 84010	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME FANNIE MAE				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS c/o Berkadia Commercial Mortgage LLC, 323 Norristown Road, Suite 300 Attn: Servicing - Executive Vice President		CITY Ambler	STATE PA	POSTAL CODE 19002	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensors	
8. OPTIONAL FILER REFERENCE DATA:	

Solameer Apartments (Local – 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

SOLAMEER PARTNERS, 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

SHARLENE HAWKES REAL ESTATE, LLC

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

2175 Wood Hollow Way

CITY

Bountiful

STATE

UT

POSTAL CODE

84010

COUNTRY

USA

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

BERKADIA COMMERCIAL MORTGAGE LLC

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

323 Norristown Road, Suite 300

Attn: Servicing - Executive Vice President

CITY

Ambler

STATE

PA

POSTAL CODE

19002

COUNTRY

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 application)

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:

SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)

DEBTOR: **SOLAMEER PARTNERS, LLC**
C/O KELLER INVESTMENT PROPERTIES, LLC
500 N. MARKETPLACE DRIVE, SUITE 101
CENTERVILLE, UTAH 84014

ROBERT HAWKES REAL ESTATE, LLC
2175 WOOD HOLLOW WAY
BOUNTIFUL, UTAH 84010

SHARLENE HAWKES REAL ESTATE, LLC
2175 WOOD HOLLOW WAY
BOUNTIFUL, UTAH 84010

SECURED PARTY: **BERKADIA COMMERCIAL MORTGAGE LLC**
323 NORRISTOWN ROAD, SUITE 300
AMBLER, PENNSYLVANIA 19002
ATTN: SERVICING - EXECUTIVE VICE PRESIDENT

This financing statement covers the following types (or items) of property (the “Collateral Property”):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the “Property”), including any future replacements, facilities, and additions and other construction on the Property (the “Improvements”);

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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, 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 disposers, 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the “Goods”);

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

4. Personality.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements or Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements or Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements or Collateral Property, including all governmental permits relating to any activities on the Property (the “**Personality**”);

5. 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 Property 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;

6. Insurance Proceeds.

All insurance policies relating to the Property or the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personality, or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the Personality, or any other part of the Property or the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Property or the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the Fixtures, the Personality, or any other part of the Property or the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of the Property, the Improvements, the Fixtures, the Personality, or any other part of the Property or the Collateral

Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or the Collateral Property, whether now due, past due, or to become due, and tenant security deposits (the "**Rents**");

10. Leases.

All 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 Property or the Collateral Property, or any portion of the Property or the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "**Security Instrument**") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including 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, will become a lien on the Property, the Collateral Property or the Improvements or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral Property, to prevent the imposition of liens on the Property or the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "**Impositions**");

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Tenant Security Deposits.

All tenant security deposits;

15. Names.

All names under or by which the Property or any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the Collateral Property;

16. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

17. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

18. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

19. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

[Remainder of Page Intentionally Blank]

EXHIBIT A
TO
UCC SCHEDULE A

DESCRIPTION OF THE PROPERTY

Lots 1001 thru 1134 inclusive, Lot B, all Common Area (including Private Streets) and Limited Common Area, as established, referenced, and contained within HERRIMAN TOWNES PHASE 1, as the same is identified in the Plat recorded in Salt Lake County, Utah as Entry No. 11859698 in Book 2014P of Plats at Page 122 of the official records of the County Recorder of Salt Lake County, Utah and in the Solameer Recreational Amenities Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811681 in Book 10214 at Page 4752, and in the Declaration of Covenants, Conditions and Restrictions for Solameer Townhomes (a part of the planned Solameer Properties Development) recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811782 in Book 10214 at Page 5477, and in the Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements, and Bylaws for Solameer Apartments (a part of the planned Solameer Properties Development) recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811812 in Book 10214 at Page 5815; excluding, however, any portion of Lot A within the aforementioned Plat and Declarations.

Said property is also described by survey as follows:

Commencing at a point which lies North 00°20'50" East along the quarter section line, a distance of 53.00 feet and North 89°35'47" West, a distance of 13.21 feet and from the South quarter corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point lies on the Northerly right of way line of 13400 South Street; and traversing thence North 89°35'47" West, a distance of 537.91 feet along said Northerly right of way line; thence North 00°11'38" East, a distance of 228.86 feet; thence North 55°39'37" East, a distance of 102.86 feet; thence along an arc 26.90 feet to the right, having a radius of 62.50 feet, the chord of which is North 67°59'33" East, for a distance of 26.70 feet to a point of reverse curvature; thence along an arc 14.78 feet to the left, having a radius of 10.00 feet, the chord of which is North 37°58'37" East, for a distance of 13.47 feet to a point of compound curvature; thence along an arc 29.62 feet to the left, having a radius of 85.00 feet, the chord of which is North 14°21'18" West, for a distance of 29.48 feet; thence North 24°20'23" West, a distance of 2.20 feet; thence along an arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is North 52°27'55" West, for a distance of 9.43 feet to a point of reverse curvature; thence along an arc 7.64 feet to the right, having a radius of 35.00 feet, the chord of which is North 74°20'23" West, for a distance of 7.62 feet to a point of reverse curvature; thence along an arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is South 83°47'09" West, for a distance of 9.43 feet; thence North 34°20'23" West, a distance of 30.00 feet; thence along a non-tangent arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is North 27°32'05" East, for a distance of 9.43 feet to a point of reverse curvature; thence along an arc 11.35 feet to the right, having a radius of 35.00 feet, the chord of which is North 08°42'00" East, for a distance of 11.30 feet to a point of reverse curvature; thence along an arc 9.13 feet to the left, having a radius of 10.00 feet, the chord of which is North 08°10'29" West, for a distance of 8.82 feet; thence North 34°20'23" West, a distance of 76.01 feet; thence along an arc 11.19 feet to the left, having a radius of 382.50 feet, the chord of which is North 35°10'40" West, for a distance of 11.19 feet; thence along a non-tangent arc 15.89 feet to the left, having a radius of 25.00 feet, the chord of which is North 54°13'34" West for a distance of 15.63 feet; thence along an arc 196.95 feet to the left, having a radius of 795.00 feet, the chord of which is North 46°37'08" East, for a distance of 196.45 feet; thence North 39°31'18" East, a distance of 13.60 feet to a point which lies on the Southerly right of way line of Herriman Rose

Boulevard; thence along said Southerly right of way line the following four (4) courses: (1) along a 15.00 foot radius curve to the right, a distance of 21.79 feet, the chord of which is North 81°07'49" East, for a distance of 19.92 feet to a point of reverse curvature, (2) along a 366.00 foot curve to the left, a distance of 207.89 feet, the chord of which is South 73°32'01" East, for a distance of 205.11 feet, (3) South 89°48'22" East, a distance of 159.86 feet, (4) along a 20.00 foot radius curve to the right, a distance of 31.42 feet, the chord of which is South 44°48'22" East, for a distance of 28.28 feet to a point which lies on the Westerly right of way line of 5195 West Street; thence along said Westerly right of way line the remaining courses: (1) South 00°11'38" West, a distance of 532.52 feet, (2) along a 20.00 foot radius curve to the right, a distance of 31.49 feet, the chord of which is South 45°17'56" West, for a distance of 28.34 feet to the point of beginning.

Lot No.	Parcel No.		
1001	26-36-376-014		
1002	26-36-376-013		
1003	26-36-376-012		
1004	26-36-376-011		
1005	26-36-376-010		
1006	26-36-376-019		
1007	26-36-376-018		
1008	26-36-376-017		
1009	26-36-376-016		
1010	26-36-376-015		
1011	26-36-376-020		
1012	26-36-376-021		
1013	26-36-376-022		
1014	26-36-376-023		
1015	26-36-376-024		
1016	26-36-376-025		
1017	26-36-376-026		
1018	26-36-376-027		
1019	26-36-376-028		
1020	26-36-376-029		
1021	26-36-376-030		
1022	26-36-376-031		
1023	26-36-376-032		
1024	26-36-376-033		
1025	26-36-376-034		
1026	26-36-376-035		
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1028	26-36-376-037		
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1030	26-36-376-039		
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1033	26-36-376-042		
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1096	26-36-376-106		
1097	26-36-376-107		
1098	26-36-376-108		
1099	26-36-376-109		
1100	26-36-376-118		
1101	26-36-376-119		
1102	26-36-376-120		
1103	26-36-376-121		

1104	26-36-376-122		
1105	26-36-376-123		
1106	26-36-376-124		
1107	26-36-376-125		
1108	26-36-376-126		
1109	26-36-376-127		
1110	26-36-376-128		
1111	26-36-376-129		
1112	26-36-376-130		
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1118	26-36-376-136		
1119	26-36-376-110		
1120	26-36-376-111		
1121	26-36-376-112		
1122	26-36-376-113		
1123	26-36-376-114		
1124	26-36-376-115		
1125	26-36-376-116		
1126	26-36-376-117		
1127	26-36-376-137		
1128	26-36-376-138		
1129	26-36-376-139		
1130	26-36-376-140		
1131	26-36-376-141		
1132	26-36-376-142		
1133	26-36-376-143		
1134	26-36-376-144		
B	26-36-376-052		
Common Area	26-36-376-145		