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 Gary W. Ott
 Recorder, Salt Lake County, UT
 COTTONWOOD TITLE
 BY: eCASH, DEPUTY - EF 9 P.

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)

Thomas P. Wild, Esq.
 Wild Law Group, LLC
 475 Wall Street
 Princeton, New Jersey 08540
 CT-91784-AV
 TAX ID 21-01-301-017 & 21-02-420-002

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
BRIDGESIDE LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
6440 South Wasatch Boulevard, Suite 100 Salt Lake City UT 84123 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)

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
FANNIE MAE

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2177 Youngman Avenue, Suite 300 St. Paul MN 55116 USA

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

All assets of Debtor, now existing or hereafter acquired including, but not limited to, the assets listed on the attached Schedule A

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

8. OPTIONAL FILER REFERENCE DATA:
County Filing

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 BRIDGESIDE 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				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S 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)

11a. ORGANIZATION'S NAME JONES LANG LASALLE MULTIFAMILY, LLC				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS 2177 Youngman Avenue, Suite 300	CITY St. Paul	STATE MN	POSTAL CODE 55116	COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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: Having an address at: 4536 South Bridgeside Way Taylorsville, UT 84123 Being as more particularly described on the attached Exhibit A.

17. MISCELLANEOUS:
County Filing

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: BRIDGESIDE LLC
6440 SOUTH WASTACH BOULEVARD, SUITE 100
SALT LAKE CITY, UT 84121

SECURED PARTY: JONES LANG LSALLE MULTIFAMILY, LLC
2177 YOUNGMAN AVENUE
ST. PAUL, MN 55116
ATTENTION: LOAN SERVICING

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. **Personalty.**

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 “**Personalty**”);

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 Personalty, 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 Personalty, 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 Personalty, 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 Personalty, 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.

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EXHIBIT A
TO
UCC SCHEDULE A

[DESCRIPTION OF THE PROPERTY]

All that tract or parcel of land situate, lying and being in the County of Salt Lake, State of Utah, and being more particularly described as follows:

PARCEL 1:

Beginning at a point on an existing boundary line agreement (Book 7252 Page 1934), said point being North 00°02'30" West, along the section line 1470.914 feet and South 89°57'30" West, 216.85 feet from the Southeast corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence along said boundary line agreement and the Easterly fence line of the Monte Vista Mobile Home Community for the next five (5) calls: North 00°00'41" West 397.51 feet; thence North 19°54'17" West 49.60 feet; thence North 12°03'33" West 79.31 feet; thence North 05°57'16" East 120.61 feet; thence North 21°01'10" East 119.85 feet; thence North 01°43'36" West 14.65 feet; thence the following fifteen (15) calls: North 61°03'05" East 51.91 feet; thence North 26°56'33" East 69.45 feet; thence North 39°01'13" East 71.37 feet; thence South 87°56'37" East 24.82 feet; thence South 62°48'35" East 80.44 feet; thence South 59°00'51" East 56.67 feet; thence South 41°29'09" East 53.30 feet; thence South 28°28'46" East 37.16 feet; thence South 24°34'25" East 51.61 feet; thence South 20°04'54" East 60.36 feet; thence South 23°48'36" East 74.84 feet; thence South 24°19'45" East 70.14 feet; thence North 71°29'04" East 36.89 feet; thence North 81°40'41" East 46.30 feet; thence North 19°20'20" West 7.39 feet to a point on an existing bridge; thence North 64°56'13" East along said bridge 24.85 feet to a point on the North side of the Brighton North Point Canal; thence along said North side of canal for the following eight (8) calls: North 24°29'06" West 65.92 feet; thence North 35°20'42" West 42.27 feet; thence North 23°13'24" West 23.28 feet; thence North 15°22'21" West 72.59 feet; thence North 18°25'13" West 19.45 feet; thence North 11°46'36" West 45.47 feet; thence North 31°52'22" West 57.79 feet; thence North 55°14'26" West 17.69 feet; thence North 62°48'13" East 89.98 feet; thence North 05°36'39" West 202.90 feet to a point on the Southerly right of way line for 4500 South Street; thence South 86°16'10" East along said right of way 92.00 feet; thence South 84°10'17" East 31.78 feet; thence South 61°43'50" West 36.60 feet; thence North 88°16'10" West 22.00 feet; thence South 01°43'50" West 120.34 feet to a 265.00 foot radius curve which bears South 88°16'06" East; thence Southeasterly along said radius 66.43 feet; thence South 12°37'54" East 37.35 feet; thence North 77°22'06" East 20.00 feet; thence South 12°37'54" East 104.05 feet; thence North 77°22'06" East 49.48 feet; thence South 13°40'27" East 96.94 feet; thence South 66°39'46" East 5.55 feet; thence South 13°42'12" East 68.03 feet; thence South 18°16'28" West 50.02 feet; thence South 11°59'09" West 87.25 feet; thence South 02°49'51" West 84.76 feet; thence South 17°26'29" West 37.54 feet; thence South 29°10'47" East 100.33 feet; thence South 07°18'10" East 28.54 feet; thence South 12°29'45" West 43.42 feet; thence South 34°43'11" West 55.49 feet; thence South 06°56'01" East 69.13 feet; thence South 19°49'15" East 68.64 feet to a point on the Northwest fence corner of a pump station #2; thence along said fence line for the following two (2) calls: South 84°54'16" West along said fence line 3.47 feet; thence South 03°52'32" West 78.69 feet to a point on the

Northerly fence of Sunstone Subdivision; thence North 89°52'06" West along said fence line 338.42 feet to a point on the Northwest corner of Sunstone Subdivision; thence along the Westerly boundary line of said subdivision for the following two (2) calls: South 00°04'00" West 343.75 feet; thence South 48°04'00" West 264.91 feet to a point on the Northerly right of way line of Sunstone Road; thence North 42°03'48" West along said right of way 56.85 feet; thence North 48°04'00" East 239.53 feet; thence North 00°04'00" East 318.28 feet to a point on the said Northerly fence line of the Sunstone Subdivision; thence along said fence line for the following three (3) calls: North 89°39'39" West 50.54 feet to a point on the said boundary line agreement; thence North 89°39'39" West along said boundary line agreement 49.18 feet; thence North 75°31'33" West 173.21 feet to the point of beginning.

ALSO: Beginning at a point on an existing boundary line agreement (Book 7252 Page 1934), said point being North 00°02'03" West along the section line 2239.08 feet and South 89°57'30" West 194.777 feet from the Southeast corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence along said boundary line agreement and the Easterly fence line of the Monte Vista Mobile Home Community for the next two (2) calls: North 01°43'36" West 304.19 feet; thence North 25°28'31" West 30.03 feet to a point on the Southerly right of way of 4500 South Street; thence North 75°10'30" East along said right of way 55.47 feet to a point on the Southerly line of the Taylorsville-Bennion Improvement District properties; thence along said properties for the following four (4) calls: South 58°32'00" East 203.70 feet; thence South 59°42'23" East 69.52 feet; thence South 59°43'45" East 90.13 feet; thence South 38°42'50" East 60.95 feet to a point on the North side of the Brighton North Point Canal; thence along said North side of canal for the following eight (8) calls: South 55°14'26" East 17.69 feet; thence South 31°52'22" East 57.79 feet; thence South 11°46'36" East 45.47 feet; thence South 18°25'13" East 19.45 feet; thence South 15°22'21" East 72.59 feet; thence South 23°13'24" East 23.28 feet; thence South 35°20'42" East 42.27 feet; thence South 24°29'06" East 65.92 feet to a point on an existing bridge; thence South 64°56'13" West along said existing bridge 24.85 feet; thence the next fifteen (15) calls: South 19°20'20" East 7.39 feet; thence South 81°40'41" West 46.30 feet; thence South 71°29'04" West 36.89 feet; thence North 24°19'45" West 70.14 feet; thence North 23°48'36" West 74.84 feet; thence North 20°04'54" West 60.36 feet; thence North 24°34'25" West 51.61 feet; thence North 28°28'46" West 37.16 feet; thence North 41°29'09" West 53.30 feet; thence North 59°00'51" West 56.67 feet; thence North 62°48'35" West 80.44 feet; thence North 87°56'37" West 24.82 feet; thence South 39°01'13" West 71.37 feet; thence South 26°56'33" West 69.45 feet; thence South 61°03'05" West 51.91 feet to the point of beginning.

PARCEL 1A:

A non-exclusive easement identified in Mutual Easement Grant recorded September 13, 1996 as Entry No. 6454496 in Book 7488 at Page 1044, records of Salt Lake County, Utah.