## ENT 126791: 2022 PG 1 of 6 Andrea Allen Utah County Recorder 2022 Dec 22 02:16 PM FEE 40.00 BY TM **UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS** RECORDED FOR Old Republic Title (South Jordan) ELECTRONICALLY RECORDED A. NAME & PHONE OF CONTACT AT FILER (optional) B. E-MAIL CONTACT AT FILER (optional) trent@legacy-cpas.com C. SEND ACKNOWLEDGMENT TO: (Name and Address) 2158 N Gilbert Road #111 Mesa, AZ 85203 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 OR 1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX Hendricks Kurt 1c. MAILING ADDRESS POSTAL CODE CITY COUNTRY STATE 786 South 350 East Lehi UT 84043 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 2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX Hendricks E 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 Pinnacle Trustee Services LLC, a Utah limited liability 3b. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 3c. MAILING ADDRESS STATE POSTAL CODE COUNTRY 2158 N Gilbert Road #111 Mesa AZ USA 4. COLLATERAL: This financing statement covers the following collateral: Attached hereto as Exhibit A and incorporated herein by reference.

67.131.002

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:	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/But	yer Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

UCC-1 FINANCING STATEMENT ADDENDUM

**Debtor:** Kurt Hendricks

Secured Party: Pinnacle Trustee Services LLC, a Utah limited liability company, as Trustee of Sparta Trust dated

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## Exhibit A Description of Collateral

This Financing Statement covers all of the Collateral, as defined below, now owned or hereafter acquired by Trustor.

As used in this Description of Collateral:

"Trustor" means Kurt Hendricks, the debtor named in this Financing Statement.

"Deed of Trust" means that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated December 21, 2022, executed by Trustor in favor of Secured Party and encumbering the Property and the Collateral.

"Loan Agreement" means that certain Loan Agreement, dated December 21, 2022, by and between Trustor and Secured Party.

"Real Property" means that certain real property, the land portion of which is described in **Exhibit 1** attached hereto and incorporated by this reference, which property is owned by Trustor in fee.

"Property" means all of the Real Property and all of the Encumbered Property.

"Encumbered Property" means, collectively, all of the following property, now owned or hereafter acquired:

Real Property. The Real Property;

Improvements. All present and future structures, buildings and improvements of any kind on the Real Property, and all machinery, equipment, appliances, furnishings, fixtures and other property used or usable in connection with the Real Property or the improvements now or hereafter on the Real Property or any business conducted on the Real Property, now or hereafter attached or affixed in any manner to, installed in, or adapted to the use of, the Real Property or any improvement thereon, including heating and air conditioning equipment and systems; facilities used to provide utility services, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services; window coverings, drapes and rods; and carpeting and floor coverings (all collectively the "Improvements");

**Appurtenances**. All present and future appurtenances of the Real Property and rights of the Trustor in and to any streets, alleys, roads, navigable waters, air space, public places, easements or rights of way relating to the Real Property or Improvements;

Leases and Rents. All rights of the Trustor under all present and future leases, licenses, franchises, concessions, subleases, rental agreements and other agreements for

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possession, use or occupancy pertaining to any of the Property (subject, however, to the absolute assignment thereof set forth in the separate Assignment of Lessor's Interest in Leases recorded herewith), and all of the rents, issues, royalties, profits, receipts, revenue and income (including security deposits) of any thereof or any of the Property (the "Rents") (subject, however, to the absolute assignment of the Rents set forth in Article 3 of the Deed of Trust);

Water; Associations. All present and future water, water rights and water stock relating to any of the Property, and all present and future documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property;

**Minerals**. All present and future rights to all minerals, oil, gas and other hydrocarbon substances in, on or under the surface of the Real Property (to the extent owned by Trustor); and

**Proceeds, Deposits**. All proceeds, including insurance proceeds, and claims arising on account of any damage to or taking of any of the Property, and all causes of action and recoveries by settlement or otherwise for any loss or diminution in value of any of the Property; all present and future deposits and payments made by Trustor with third parties in connection with the development of and construction upon the Real Property, and refunds thereof; and all present and future deposits and payments made with or other security given to utility companies by Trustor with respect to the Real Property or Improvements, and refunds thereof.

"Collateral" means, collectively, all of the following property, now owned or hereafter acquired:

Tangible Property. All goods and tangible personal property (including all appliances, furniture, furnishings, fittings, machinery, fixtures, tools, inventory, materials, supplies and equipment) which are now or hereafter installed on or attached or affixed to the Property, or which are used, necessary for use, or intended for use in connection with the Property (including the ownership, design, development, construction, improvement, equipping, furnishing, use, leasing, operation, management, occupancy, financing or sale of the Property), whether or not located or installed on or attached or affixed to the Property, including all goods and tangible personal property (including all appliances, furniture, furnishings, fittings, machinery, fixtures, tools, inventory, materials, supplies and equipment) for providing gas, light, heat, water, air conditioning, ventilation, shade, refrigeration, laundry, dry cleaning, food preparation, food service, dishwashing, garbage disposal, trash removal, fumigation, pest control, vacuuming, cleaning, window washing, telecommunications, computer, elevator, escalator, transportation, parking, safety, security, alarm, maintenance, landscaping, repair, decoration, recreation, entertainment or other utilities, services, facilities or guest, tenant, visitor or other accommodations of any kind at or for the Property;

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**Debtor:** Kurt Hendricks

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Intangible Property. All intangible personal property, and all documentary. electronic and other evidences and embodiments of any intangible personal property, relating to the Property or the Collateral (including the ownership, design, development, construction, improvement, equipping, furnishing, use, leasing, operation, management, occupancy, financing or sale of the Property or the Collateral), including: (a) all names under which or by which any of the Property or the Collateral may at any time be operated or known, all rights to carry on business under any such names or any variants of such names, and all goodwill in any way relating to the Property or the Collateral, (b) all permits, licenses, variances, land use entitlements, approvals. consents, authorizations, franchises and agreements, (c) all rights under any covenants, conditions and restrictions or other matters of record, (d) all contracts (including construction, materials, architectural, service, engineering, consulting, leasing, financing, sale, surety, operating, management, maintenance, repair and landscaping contracts), (e) all reserves, deferred payments, deposits, refunds, rebates, cost savings, letters of credit, rights to proceeds of letters of credit, and payments of any kind, (f) all disbursed proceeds of financing commitments, (g) all insurance policies (whether required by this Deed of Trust or otherwise) and insurance proceeds, (h) all claims, causes of action and recoveries by settlement or otherwise (including for any damage to. or loss, taking or diminution in the value of, any of the Property or the Collateral, or for any breach or rejection in bankruptcy of any other lease of any of the Property or Collateral by Trustor as lessee or lessor), (i) all interests of Trustor under any leases of any personal property of any kind, including any options to purchase, (j) all inventions, patents, trademarks, trade names, trade symbols, trade secrets, trade dress, service marks and copyrights, and all patent, trademark, trade name, trade symbol, trade secret, trade dress, service mark and copyright applications, registrations and licenses, and (k) all computer software and source codes;

Plans, Reports, Records, Documents. Without limiting the foregoing, all drawings, plans, specifications, tests, reports, studies, designs, data, appraisals, maps, surveys, engineering reports, promotional materials, business books and records, and other documents of any kind (in paper, electronic or other form) relating to the Property or the Collateral (including the ownership, design, development, construction, improvement, equipping, furnishing, use, leasing, operation, management, occupancy, financing or sale of the Property or the Collateral);

**Stock**. Without limiting the foregoing, all shares of stock or other evidence of ownership of any part of the Property or the Collateral that is owned by Trustor in common with others, including any water stock relating to the Property, and all documents and rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property or the Collateral;

Other. Without limiting the foregoing, all goods, accounts, documents, instruments, cash, money, deposit accounts, chattel paper, electronic chattel paper, securities, securities entitlements, investment property, letters of credit, letter-of-credit rights, rights to proceeds of letters of credit, payment intangibles, software and general intangibles, as those terms are or may be defined in the California Uniform Commercial Code from time to time in effect, in any way relating to or deriving from any of the Property, the Collateral or any business operated

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**Debtor:** Kurt Hendricks

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on any of the Property or using any of the Collateral (including the ownership, design, development, construction, improvement, equipping, furnishing, use, leasing, operation, management, occupancy, financing or sale of the Property, the Collateral or any such business);

**Property.** Any portion of the Encumbered Property as to which the grant of a security interest is subject to the California Uniform Commercial Code in effect from time to time; and

**Proceeds; Receipts and Revenues.** All proceeds, replacements, substitutions, products, accessions, and increases (whether in the form of goods, accounts, documents, instruments, cash, money, deposit accounts, chattel paper, electronic chattel paper, securities, securities entitlements, investment property, letters of credit, letter-of-credit rights, rights to proceeds of letters of credit, payment intangibles, software and general intangibles or otherwise) of all of the Collateral; and all receipts, revenues, rents, issues and profits (whether in the form of goods, accounts, documents, instruments, cash, money, deposit accounts, chattel paper, electronic chattel paper, securities, securities entitlements, investment property, letters of credit, letter-of-credit rights, rights to proceeds of letters of credit, payment intangibles, software and general intangibles or otherwise) of operation, use, hiring, leasing or licensing of any of the Collateral.

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## **EXHIBIT 1 Description of Real Property**

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786 S 350 E Lehi UT 8404 Legal Description: LOT 102, MADISON MEADOWS WEST SUB AREA 0.331 AC.