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 Gary W. Ott
 Recorder, Salt Lake County, UT
 NATIONAL TITLE AGENCY LLC
 BY: eCASH, DEPUTY - EF 5 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)
<div style="border: 1px solid black; padding: 5px;"> Leslie F. Dominy Greystone Funding Corporation 419 Belle Air Lane Warrenton, VA 20186 </div>

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 Dominguez Park Apartments, L.P.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
223 West 700 South, Suite C	Salt Lake City	UT	84101-2718	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 Greystone Funding Corporation				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
419 Belle Air Lane	Warrenton	VA	20186	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 Exhibit B attached hereto and made a part hereof.

15-35-400-042-0000, 15-35-400-044-0000

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:
 Dominguez Park Apartments I & II, FHA# 105-11063 - local filing 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 Dominguez Park Apartments, L.P.	
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
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME Secretary of Housing and Urban Development of Washington, D.C., ISAQA ATIMA			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS 1670 Broadway, 24th Floor	CITY Denver	STATE CO	POSTAL CODE 80202-4801	COUNTRY USA
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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 applicable)

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:

EXHIBIT A

DESCRIPTION OF THE LAND

The following described land situate and being in the county of Salt Lake, state of Utah, more particularly described as follows:

PARCEL 1:

Beginning at a point on the West line of 700 West Street being South 89°55'00" West 206.07 feet and North 00°02'30" West 1168.454 feet and South 89°57'30" West 33.00 feet from the Southeast Corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57'30" West 415.90 feet; thence South 0°02'30" East 338.687 feet to the center of an existing irrigation ditch; thence North 86°50'30" West 353.11 feet along said center of ditch; thence North 318.98 feet; thence North 89°57'30" East 303.23 feet; thence North 0°02'30" West 32.00 feet; thence North 89°57'30" East 405.00 feet; thence North 82°21'49" East 30.27 feet; thence North 89°57'30" East 30.00 feet to the West line of 700 West Street; thence South 0°02'30" East 36.00 feet along said West line to the point of beginning.

PARCEL 2:

Beginning at a point in the center of an irrigation ditch and on the West right of way line of Sixth West Street (700 West), said point being South 89°55' West 206.07 feet and North 00°02'30" West 804.67 feet and North 86°50'30" West 33.05 feet from the Southeast Corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 86°50'30" West 416.55 feet along the center of said irrigation ditch; thence North 00°02'30" West 338.687 feet; thence North 89°57'30" East 415.90 feet; thence South 00°02'30" East 361.94 feet to the point of beginning.

EXHIBIT B

TO FINANCING STATEMENTS

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of a financing statement delivered by the Debtor in connection with the financing of the real estate and improvements described in Exhibit A.

This Exhibit B refers to the following collateral, which may be now or hereafter:

(1) located on the real estate described in Exhibit A of, or (2) used in connection with, the acquisition or refinancing, construction, rehabilitation, repair, ownership, management, or operation of the real estate described in Exhibit A:

- (1) [Intentionally omitted].
- (2) The Improvements, which is defined as the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and addition.
- (3) the Fixtures, which is defined as all property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, 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, computers, 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 disposals, 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; playground and exercise equipment and classroom furnishings and equipment.
- (4) The Personalty, which is defined as all equipment, inventory, and general intangibles, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: Reserve for Replacement accounts, bank accounts, Residual Receipts accounts, and investments.
- (5) 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 Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may in the future be vacated.
- (6) All insurance policies covering the Mortgage, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement. The term Mortgaged Property is defined to include all the property, real and personal, that is described in Exhibit A or in this Exhibit B.
- (7) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged

Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.

- (8) All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (9) All proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration.
- (10) All Rents, which is defined as means all rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Mortgaged Property), and other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, Residual Receipts, and escrow accounts, however and whenever funded and wherever held; and all Leases, which is defined as means 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 Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the Loan are not included in this definition.)
- (11) All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents.
- (12) All Imposition Deposits, which is defined as all funds deposited with Secured Party for any and all of the following: mortgage insurance premiums, service charges, escrows and deposits, including any Reserve for Replacements, ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, Taxes, municipal/government utility charges and special assessments next due on the premises covered hereby (all as estimated by Secured Party) less all sums already paid therefore divided by the number of months to the date when such ground rents, premiums, water rates, Taxes, municipal/utility charges and special assessments will become delinquent, such sums to be held by Secured Party in trust.
- (13) All refunds or rebates of impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated).
- (14) All forfeited tenant security deposits under any Lease. The term Lease is defined as 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 Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals. Ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the Loan are not included in this definition.
- (15) All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.
- (16) All deposits and/or escrows held by or on behalf of Secured Party under Collateral Agreements.
- (17) All awards, payments, settlements or other compensation resulting from litigation involving the Project.

All capitalized terms not defined in this Exhibit B have the meanings given them in the Security Instrument from the Debtor to (or for the benefit of) the Secured Party.