

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

13025092
7/8/2019 3:08:00 PM \$40.00
Book - 10800 Pg - 9239-9242
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> DOUGHERTY MORTGAGE LLC 90 S. Seventh Street, Suite 4300 Minneapolis, MN 55402 Attention: Servicing Department <input type="checkbox"/> TIN 15-34-427-037 110842-CAU

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				
Harmony Square Living, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6740 S. 1300 E., Suite 200	Salt Lake City	UT	84121	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				
DOUGHERTY MORTGAGE LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
90 S. Seventh Street, Sute 4300	Minneapolis	MN	55402	USA

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

All personal property, described in Exhibit "B" attached hereto and incorporated herein by this reference, located on real property described in Exhibit "A"

Harmony Square Apartments
FHA No. 105-35286

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:
Salt Lake County Recorder

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 Harmony Square Living, 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
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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 & Urban Development, as its interests may appear			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS 1670 Broadway, 25th Floor	CITY Denver	STATE CO	POSTAL CODE 80202	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 incorporated herein.

17. MISCELLANEOUS:

EXHIBIT A

LEGAL DESCRIPTION

All of Lot 1, HARMONY SQUARE SUBDIVISION, according to the official plat thereof recorded April 23, 2019 as Entry No. 12973032 in Book 2019P of Plats at Page 140 in the records of the office of the Salt Lake County Recorder.

Being more particularly described by survey as follows:

Beginning at the Southwest corner of Lot 2, Block 16, Ten Acre Plat "A", Big Field Survey, said point being the Easterly right-of-way of West Temple Street, said point also being North 89°44'50" East 33.00 feet and North 00°01'33" West 32.98 feet from the Street monument at 3900 South Street and West Temple Street; and running thence North 00°01'33" West 589.60 feet along the Easterly right-of-way of West Temple Street; thence North 89°19'55" East 299.19 feet; thence North 89°45'58" East 427.11 feet to a point on the Westerly right-of-way of Main Street; thence South 00°01'37" East 114.66 feet along said right-of-way; thence South 89°44'58" West 265.53 feet; thence South 00°01'15" East 181.63 feet; thence South 89°44'49" West 43.20 feet; thence South 00°01'30" East 5.17 feet; thence South 89°45'21" West 102.20 feet; thence South 00°18'36" East 5.00 feet; thence South 89°45'21" West 25.00 feet; thence South 00°18'36" East 38.25 feet; thence North 89°52'28" West 32.03 feet; thence South 00°03'00" East 110.03 feet; thence South 89°57'00" West 95.11 feet; thence South 00°15'11" East 137.47 feet to the Northerly right-of-way of 3900 South Street; thence South 89°44'50" West 164.00 feet along said right-of-way to the point of beginning.

NOTE: Parcel Identification Number: 15-36-427-037 (for informational purposes only)

EXHIBIT "B"

DESCRIPTION OF COLLATERAL

All of the following described property and interests in property:

1. the Fixtures;
2. the Personalty;
3. 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 have been or may in the future be vacated;
4. all insurance policies covering the Mortgaged Property, 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 Borrower obtained such insurance policies pursuant to Lender's requirement;
5. 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;
6. 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 Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
7. 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;
8. all Rents and Leases;
9. 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 Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
10. all Imposition Deposits;
11. 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);
12. all forfeited tenant security deposits under any Lease;
13. 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;
14. all deposits and/or escrows held by or on behalf of Lender under Collateral Agreements; and
15. all awards, payments, settlements or other compensation resulting from litigation involving the Project.