



12958633  
 3/29/2019 11:54:00 AM \$27.00  
 Book - 10765 Pg - 1390-1397  
 RASHELLE HOBBS  
 Recorder, Salt Lake County, UT  
 BACKMAN TITLE SERVICES  
 BY: eCASH, DEPUTY - EF 8 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)

ReadyCap Commercial, LLC  
 Post Closing / Melissa Perez  
 1320 Greenway Drive, Suite 560  
 Irving, Texas 75038

**Print**

**Reset**

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  
**NWI ASPEN VILLAGE, LP**

OR

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

--	--	--	--

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

101 S. El Camino Real, Suite 202	San Clemente	CA	92672	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  
**READYCAP COMMERCIAL, LLC**

OR

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

--	--	--	--

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1320 Greenway Drive, Suite 560	Irving	TX	75038	USA
--------------------------------	--------	----	-------	-----

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

**See Schedule A and Exhibit A attached hereto and made a part hereof.**

Tax Parcel ID: 15-33-103-025  
 15-33-104-022

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 (UT)

# 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 <b>NWI ASPEN VILLAGE, LP</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

Print

Reset

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				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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.**  
**Also known as:**  
**Street Address: 3043 W 3500 S**  
**County: Salt Lake County**  
**City: West Valley**  
**State: Utah**

17. MISCELLANEOUS:  
**Salt Lake County (UT)**

### **Schedule A: Description of Collateral**

This financing statement covers all of Debtor's right, title and interest in and to the following relating to the land described on Exhibit A attached hereto (the "Land"), together with all substitutions for and all replacements, reversions and remainders of such property and all appurtenances and additions thereto, whether now owned or hereafter acquired by Debtor (collectively, the "Property"):

(i) the Accounts, (ii) the Account Collateral, (iii) the Appurtenant Rights, (iv) the Contracts, (v) the Equipment, (vi) the Improvements, (vii) the Instruments, (viii) the Inventory, (ix) the General Intangibles, (x) the Leases, (xi) the Permits (to the fullest extent assignable), (xii) the Rents, (xiii) the Proceeds, (xiv) the Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper), Commercial Tort Claims, Deposit Accounts, Documents, Goods, Investment Property, Letter of Credit Rights, Payment Intangibles and Supporting Obligations (as all such terms in this clause (xiv) are defined in the UCC), and (xiv) any and all other rights of Debtor in and to the items set forth in clauses (i) through (xiv) above, all whether now owned or hereafter acquired, and all other property which is or hereafter may become subject to a Lien in favor of Secured Party pursuant to any Loan Document.

For purposes of this financing Statement, all capitalized terms shall have the meaning ascribed thereto in the Loan Agreement or the Note, as applicable, unless defined below:

"Account Collateral" means the Reserve Accounts (as defined in the Loan Agreement), together with all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held in the Reserve Accounts, all interest, dividends, cash, instruments, investment property and other property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing.

"Accounts" means all of Debtor's "accounts," as such term is defined in the UCC.

"Appurtenant Rights" means all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, air rights, development rights and powers, and, to the extent now or hereafter owned by Debtor, all minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter appurtenant to, or used in connection with, or located on, under or above the Land or any part or parcel thereof, and all "as extracted collateral" (as defined in the UCC), and all ground leases, subleases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof.

"Contracts" means, collectively, (a) all contracts between Debtor and third parties in connection with the management, construction, repair, renovation, use, operation or maintenance of the Property, in each case as the same may thereafter from time to time be amended or modified; and (b) all warranties, guarantees, and other rights of Debtor or Manager, direct and indirect, against manufacturers, dealers, suppliers, and others in connection with the above contracts and agreements or the work done or to be done and the materials supplied or to be

supplied to or for the Property.

“Equipment” means all of Debtor’s “equipment,” as such term is defined in the UCC, and, to the extent not included in such definition, all fixtures, appliances, machinery, “software” (as defined in the UCC), furniture, furnishings, decorations, tools and supplies, now owned or hereafter acquired by Debtor, including without limitation, all beds, linens, radios, televisions, carpeting, telephones, cash registers, computers, electronic data-processing or other office equipment, lamps, glassware, restaurant and kitchen equipment, and building equipment, including, without limitation, all heating, lighting, incinerating, waste removal and power equipment, engines, pipes, tanks, motors, conduits, switchboards, security and alarm systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigeration, washing machines, dryers, stoves, refrigerators, ventilating, and communications apparatus, air cooling and air conditioning apparatus, escalators, elevators, ducts, and compressors, materials and supplies, and all other machinery, apparatus, equipment, fixtures and fittings now owned or hereafter acquired by Debtor wherever located, any portion thereof or any appurtenances thereto, together with all additions, replacements, parts, fittings, accessions, attachments, accessories, modifications and alterations of any of the foregoing.

“General Intangibles” means all of Debtor’s “general intangibles,” as such term is defined in the UCC, and, to the extent not included in such definition, all intangible personal property of Debtor (other than Accounts, Rents, Instruments, Inventory, money and Permits), including, without limitation, choses in action, settlements, judgments, contract rights, rights to performance (including, without limitation, rights under warranties) refunds of real estate taxes and assessments and other rights to payment of money, copyrights, trademarks, trade names, service marks, trade secrets, and patents, the goodwill associated with any of the foregoing, and all applications for any of the foregoing, in each case whether now existing or hereafter in existence.

“Improvements” means all buildings, structures and improvements of every nature whatsoever situated on the Land on the Closing Date or thereafter, including, without limitation, to the extent of Debtor’s right, title or interest therein or thereto, all gas and electric fixtures, radiators, heaters, washing machines, dryers, refrigerators, ovens, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, antennas, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the Land or said buildings, structures or improvements.

“Instruments” means all of Debtor’s “instruments,” as such term is defined in the UCC, and, to the extent not included in such definition, all instruments, chattel paper, documents or other writings obtained by Debtor from or in connection with the ownership or operation of the Property evidencing a right to the payment of money, including, without limitation, all notes, drafts, acceptances, documents of title, and policies and certificates of insurance, including but not limited to, liability, hazard, rental and credit insurance, guarantees and securities, now or hereafter received by Debtor or in which Debtor has or acquires an interest pertaining to the foregoing.

“Inventory” means all of Debtor’s “inventory,” as such term is defined in the UCC.

“Loan Agreement” means the Loan Agreement between Debtor and Secured Party secured by, among other things, the Security Instrument (as modified from time to time).

“Note” the Promissory Note executed by Debtor to the order of Secured Party secured by, among other things, the Security Instrument (as modified from time to time).

“Permits” means all licenses, registrations, permits, allocations, filings, authorizations, approvals and certificates used in connection with the ownership, operation, construction, renovation, use or occupancy of the Property, including, without limitation, building permits, business licenses, state health department licenses, food service licenses, liquor licenses, licenses to conduct business and all such other permits, licenses and rights, obtained from any Governmental Authority or private Person concerning the ownership, construction, operation, renovation, use or occupancy of the Property.

“Proceeds” means all of Debtor’s “proceeds” as such term is defined in the UCC and, to the extent not included in such definition, all proceeds, whether cash or non-cash, movable or immovable, tangible or intangible (including Insurance Proceeds, Condemnation Proceeds, and proceeds of proceeds), from the Security Interest Property, including, without limitation, those from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Security Interest Property and all income, gain, credit, distributions and similar items from or with respect to the Security Interest Property.

“Rents” means, with respect to the Property, all rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise), receipts, issues, income, royalties, profits, revenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise), lease termination fees or payments, rejection damages, buy-out fees and any other fees made or to be made in lieu of rent, any award made hereafter to Debtor in any court proceeding involving any tenant, lessee, licensee or concessionaire under any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time due under the Leases.

“Security Instrument” means the Mortgage or Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor, as the mortgagor or grantor, for the benefit of Secured Party, as mortgagee or beneficiary (as modified from time to time).

“Security Interest Property” means the portion of the Property which is or may be subject to the provisions of the UCC which are applicable to secured transactions, and in any property as to which a security interest can be created or perfected, now existing or hereafter coming into existence, and all substitutions replacements, renewals and additions to and all products and Proceeds of the foregoing.

“UCC” means the Uniform Commercial Code in effect in the jurisdiction in which the Property or any of the Security Interest Property is located, as applicable.

Information relative to the security interest created hereby may be obtained by application to Secured Party.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Security Instrument with respect to any property described therein which is real property or which the parties have agreed to treat as real property. The intention of the Debtor and Secured Party is that everything used in connection with the production of income from the Property or adapted for use therein is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as, real property and part of the real property encumbered by such Security Instrument, irrespective of whether or not the same is physically attached to the improvements thereon. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Security Instrument or the priority of the Secured Party's lien created thereby, and this financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Security Instrument must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the governmental office where this financing statement is filed.

## Exhibit A

### Description of the Property

#### PARCEL 1:

Beginning at a point on the South line of 3500 South Street, said point being East along the Section line 634.50 feet and South 33.00 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 76.00 feet; thence West 13.50 feet; thence South 19.00 feet; thence West 27.00 feet; thence South 429.65 feet; thence South 89°17'20" East 70.11 feet; thence South 28°10'30" East 36.53 feet; thence South 2°46'16" West 69.36 feet to the North line of Lot 14, Lehman Subdivision; thence East 166 feet; thence North 627.00 feet; thence West 209.50 feet to the point of beginning.

Less and excepting any portion of subject land lying within the bounds of 3500 South Street which lies North of the Southerly line conveyed in Warranty Deed recorded January 5, 2010, as Entry No. 10873495, in Book 9794, at Page 6658, being described as follows:

A parcel of land in fee, being part of an entire tract of property situate in the Northwest Quarter of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract in the Southerly right of way line of the existing highway State Route 171 which corner is 634.50 feet East and 53.00 feet South from the Northwest corner of said Section 33 said corner is also approximately 35.68 feet perpendicularly distant Southerly from the control line of said project opposite engineer station 705+27.02; and running thence East 209.50 feet along said Southerly right of way line to the Northeast corner of said entire tract; thence South 9.96 feet along the Easterly boundary line of said entire tract to a point 45.63 feet perpendicularly distant Southerly from said control line; thence West 209.50 feet along a line parallel with and 62.96 feet perpendicularly distant Southerly from the Northerly section line of said section to a point in the Westerly boundary line of said entire tract which point is 45.64 feet perpendicularly distant Southerly from said control line; thence North 9.96 feet along said Westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel ID No.: 15-33-103-025

#### PARCEL 2:

All of Lot 13, Lehman Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

Less and excepting that portion conveyed to West Valley City in Warranty Deed recorded May 26, 2017, as Entry No. 12543310, in Book 10561, at Page 4363, being described as follows:

A parcel of land located in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Beginning at the Southeast corner of Lot 13 of Lehman Subdivision, according to the official plat thereof as recorded in Book S at Page 59 in the office of the Salt Lake County Recorder; and running thence South  $89^{\circ}53'20''$  West 80.00 feet to the Southwest corner of said Lot 13; thence North  $00^{\circ}00'20''$  East 10.00 feet along the Westerly boundary of said lot; thence North  $89^{\circ}53'20''$  East 80.00 feet to the Easterly boundary of said lot; thence South  $00^{\circ}00'20''$  West 10.00 feet to the point of beginning.

Parcel ID No.: 15-33-104-022