

UCC Page 1 of 4
Russell Shirts Washington County Recorder
09/09/2015 04:34:28 PM Fee \$17.00 By
FOUNDERS TITLE COMPANY - LAYTON

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
D. Spencer Yeates, 801-488-6760

B. E-MAIL CONTACT AT FILER (optional)
dyeates@ssfcu.org

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Carol Fairchild
Security Service Federal Credit Union
16211 La Cantera Parkway
San Antonio, Texas 78256**

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
T & N PROPERTIES, L.C.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

CITY 595 W 885 S	STATE UT	POSTAL CODE 84302	COUNTRY USA
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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
Security Service Federal Credit Union

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS

CITY 16211 La Cantera Parkway	STATE TX	POSTAL CODE 78256	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:
This Financing Statement covers the collateral described in the attached Exhibit "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:

Utah UCC Filing

EXHIBIT "A" TO UCC FINANCING STATEMENT

ITEM NO. 1. Name and Address of Debtor:

T & N PROPERTIES, L.C.
595 W 885 S
BRIGHAM CITY, UT 84302

ITEM NO. 4. This Financing Statement covers all right, title and interest of Debtor in and to the items of property, rights and privileges (whether now existing or hereafter acquired) described below (terms not defined herein being used as defined in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated August __, 2015, a counterpart of which is available for inspection at the offices of Secured Party):

All of Debtor's assets owned by Debtor that is now or hereafter located on or used in connection with the real property described in Schedule "A" (said real property described in Schedule "A" is hereinafter referred to as the "Mortgaged Property") or the Improvements, including, without limitation, "Accounts", "Cash Proceeds", "Chattel Paper", "Collateral", "Deposit Accounts", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-credit Rights", "Noncash Proceeds", and "Tangible Chattel Paper", as defined in the Uniform Commercial Code. Such assets include, without limitation:

(a) All personal property, (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, construction materials and software embedded in any of the foregoing) in which Debtor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Mortgaged Property or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Debtor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Mortgaged Property, Improvements, or such personal property, including without limitation all gaming equipment, video games, arcade games, pool tables, vending machines and ice machines;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the indebtedness remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Mortgaged Property, the Improvements or any other part of the Mortgaged Property, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Debtor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants or purchasers of any portion of the Mortgaged Property or Improvements, rights to receive capital contributions or subscriptions from Debtor's partners or shareholders, amounts payable on account of the sale of partnership interests in Debtor or the capital stock of Debtor, accounts and other accounts receivable, deposit accounts, chattel paper (whether tangible or electronic), notes, drafts, contract rights, instruments, general intangibles, and principal, interest, and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments evidencing securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Mortgaged Property, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and private

contracts, agreements, permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Mortgaged Property or Improvements, all names under or by which the Mortgaged Property or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks, copyrights, patent and copyright applications and registrations, patterns, designs, drawings, plans and specifications, other proprietary information and intellectual property, and royalties relating in any way to the Mortgaged Property or the Improvements, and all management agreements with respect to the management and operation of the Mortgaged Property, and all goodwill and software in any way relating to the Mortgaged Property or the Improvements.

(e) Debtor's rights under all insurance policies covering the Mortgaged Property, the Improvements, and the other parts of the Mortgaged Property and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Mortgaged Property;

(g) All water, water stock and water rights relating to the Mortgaged Property including, without limitation, (i) the right to use surface water or groundwater on, under, around or appurtenant to the Property, (ii) all decreed rights, (iii) water rights represented by any permit issued by the Utah Division of Water Rights; (iv) diligence rights or claims; (v) approved applications to appropriate; and (vi) unapproved applications to appropriate;

(h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Mortgaged Property, the Improvements, or any other part of the Mortgaged Property, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Mortgaged Property, the Improvements, or any other part of the Mortgaged Property, or for any loss or diminution in value of the Mortgaged Property, the Improvements, or any other part of the Mortgaged Property;

(i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Mortgaged Property and all studies, data, and drawings related thereto; and also all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Mortgaged Property;

(j) All of Debtor's rights as a declarant, developer or otherwise, including, without limitation, all voting and other rights under all covenants, conditions and restrictions affecting the Mortgaged Property or the Improvements;

(k) All Debtor's rights in proceeds of the loan evidenced by the Note;

(l) All of Debtor's rights under any agreements affecting the Mortgaged Property, whether now existing or hereafter arising; and

(m) All proceeds from sale or disposition of any of the aforesaid collateral.

EXHIBIT "B" TO UCC FINANCING STATEMENT

LEGAL DESCRIPTION OF PROPERTY

All of Lot 8, and an undivided one-tenth (1/10) interest in Lot 11 of the Chadburn Subdivision, A Subdivision located in Section 6, Township 40 South, Range 16 West, SLB&, as shown on the Official Plat thereof, recorded in the Office of the County Recorder of WASHINGTON County, State of Utah.

The following is shown for informational purposes only: Tax Parcel No. CB-8-NW