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06/10/2011 11:48 AM \$41.00  
Book - 9930 Pg - 887-891  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NATIONAL TITLE AGENCY LLC  
5295 S COMMERCE DR #250  
MURRAY UT 84107  
BY: ELF, DEPUTY - WI 5 P.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

5-23

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Genworth Life Insurance Company  
c/o Bank of America, RESF-Servicing  
900 W. Trade Street, Suite 650  
NCI-026-06-01  
Charlotte, North Carolina 28255  
Attn: Hattie Mobley-Carr

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME  
**BLAIR STREET APARTMENTS L.L.C.**

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **c/o Golden Village Apts. Clubhouse** CITY STATE POSTAL CODE COUNTRY  
**8804 South State Street** **Sandy** **UT** **84070** **USA**

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
 NONE **LLC** **Utah** **7550496-0160**  NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME  
**GENWORTH LIFE INSURANCE COMPANY**

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **c/o Bank of America, RESF-Servicing** CITY STATE POSTAL CODE COUNTRY  
**900 W. Trade Street, Suite 650, NCI-026-06-01** **Charlotte** **NC** **28255** **USA**

**4. This FINANCING STATEMENT covers the following collateral:**

**SEE EXHIBIT "A" ATTACHED HERETO.**

NOTE - 5378775-ADD.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**TO BE RECORDED IN SALT LAKE COUNTY, UTAH (LOAN NO. 901000267)**

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION NAME <b>BLAIR STREET APARTMENTS, L.L.C.</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any	
				<input type="checkbox"/> NONE	

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME – insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:  
**SEE EXHIBIT "A" ATTACHED HERETO.**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction – effective 30 years  
 Filed in connection with a Public-Finance Transaction – effective 30 years

**DEBTOR: BLAIR STREET APARTMENTS, L.L.C.**  
**SECURED PARTY: GENWORTH LIFE INSURANCE COMPANY**

Loan No. 901000267

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**EXHIBIT "A"**  
**TO**  
**UCC1 FINANCING STATEMENT**

A. All fixtures, equipment and articles of property now or hereafter attached to, or used or adapted for use in the ownership, development, operation or maintenance of, the buildings, improvements and below-described real estate ("Property") (whether such items are leased, owned or subject to any title retaining or security instrument, or otherwise used or possessed), including without limitation all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all baths and sinks, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting, underpadding, floor covering, paneling and draperies, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; all of which items shall be deemed part of the Property and not severable wholly or in part without material injury to the freehold; provided, however, that personal property and trade fixtures owned or supplied by tenants of the Property with the right of removal at the termination of their tenancies shall not be included within the scope of this paragraph.

B. All of the rents, revenues, issues, royalties, profits and income of the Property now or hereafter payable, and all present and future leases and other agreements, derived from the ownership, use, management, operation, leasing or the occupancy or use of all or any part of the Property, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature, and all guaranties of tenants' or occupants' performances under such leases and agreements.

C. All general intangibles relating to the development or use of the Property, including without limitation all permits, licenses and franchises, all names under or by which the Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and good will in any way relating to the Property.

D. All water stock relating to the Property, all shares of stock or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property.

E. All water and water rights pertaining to the Property, and shares or stock evidencing the same, and all deposits made with or other security given to utility companies by Debtor with respect to the Property.

F. All policies of insurance and all claims, demands or proceeds and monies relating to such insurance or condemnation awards, recoveries or settlements which Debtor now has or may hereafter acquire with respect to the Property, including all advance payments of insurance premiums made by Debtor with respect thereto and all unearned premiums returnable upon cancellation.

**DEBTOR: BLAIR STREET APARTMENTS, L.L.C.**  
**SECURED PARTY: GENWORTH LIFE INSURANCE COMPANY**

**Loan No. 901000267**

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G. All (i) accounts, chattel paper, letter of credit rights, deposit accounts, money, investment property, documents, certificates of title and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of any kind relating to or otherwise arising in connection with or derived from the Property, (ii) refunds, rebates, reserves, deferred payments, deposits, cost savings and payments of any kind due from or payable by (1) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (individually, a "Governmental Agency"), or (2) any insurance or utility company, in either case relating to any or all of the Property, (iii) refunds, rebates and payments of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon the Debtor with respect to or upon any or all of the Property.

H. All supporting obligations for, additions, accessions, improvements, substitutions and replacements for, products and proceeds of, all of the foregoing.

**[LEGAL DESCRIPTION IS ON NEXT PAGE]**

**DEBTOR: BLAIR STREET APARTMENTS, L.L.C.**  
**SECURED PARTY: GENWORTH LIFE INSURANCE COMPANY**

Loan No. 901000267

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The real property situated in the County of Salt Lake, State of Utah, and is legally described as follows:

Unit Nos. 2846-1 through 2846-12, inclusive, and 2850-1 through 2850-12, inclusive, contained within the Embassy Condominiums, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, on December 28, 1994 as Entry No. 5993562, in Book 94-12P of Plats, at Page 384, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Embassy Condominiums, recorded in Salt Lake County, Utah, on December 28, 1994, as Entry No. 5993563, in Book 7077, at Page 2966 through 3036.

Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

*Tax ID # 15: 16-30-206-002-0000  
through  
16-30-206-025-0000*