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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
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BY: eCASH, DEPUTY - EF 5 P.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

150891-MCB

A. NAME & PHONE OF CONTACT AT FILER (optional) Joshua Mogin (424) 239-2514
B. E-MAIL CONTACT AT FILER (optional) jmogin@raineslaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Joshua Mogin  Raines Feldman LLP  1800 Avenue of the Stars, 12th Floor  Los Angeles, California 90067 </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 FORT UNION TOWNHOMES, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
215 N. Redwood Road, Suite 8	North Salt Lake	UT	84054	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 KEYSTONE REAL ESTATE INCOME TRUST, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
60 E. South Temple, Suite 2100	Salt Lake City	UT	84111	USA

4. COLLATERAL: This financing statement covers the following collateral:  
See Schedule I attached.

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, 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

OR	9a. ORGANIZATION'S NAME <b>FORT UNION TOWNHOMES, LLC</b>	
	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

OR	10a. ORGANIZATION'S NAME				
	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)

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

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 of Schedule 1, attached.

17. MISCELLANEOUS:

Salt Lake County, Utah

**FINANCING STATEMENT**  
**SCHEDULE I**

This financing statement covers the following types (or items) of property (the “*Collateral Property*”):

- 1) **Land.** All of Debtor’s right, title and interest in and to the Land.
- 2) **Additional Land.** All of Debtor’s right, title and interest in and to the Additional Land.
- 3) **Improvements.** All of Debtor’s right, title and interest in and to the Improvements.
- 4) **Easements.** All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Real Property or any part thereof and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.
- 5) **Equipment.** All right, title and interest in and to the Equipment and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any Security Agreements (as defined in the Uniform Commercial Code) superior, inferior or pari passu in lien to the lien of this Security Instrument. In connection with Equipment which is leased to Debtor or which is subject to a lien or security interest which is superior to the lien of this Security Instrument, this Security Instrument shall also cover all right, title and interest of each Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.
- 6) **Awards.** All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade or for any other injury to or decrease in the value of the Real Property.
- 7) **Leases.** All leases and subleases (including, without limitation, all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property) and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

8) **Insurance Proceeds.** All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property or any part thereof.

9) **Tax Awards.** All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same, which may be payable or available with respect to the Real Property.

10) **Right to Appear.** The right, in the name of and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Secured Party in the Real Property or any part thereof and all awards and/or judgments received by Debtor from any source whatsoever.

11) **Accounts.** All cash on hand, bank accounts, accounts receivable, security deposits, utility or other deposits, intangibles, contract rights, interests, estates or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Property or any part thereof.

12) **Indemnification.** All rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Property or any part thereof.

13) **Plans.** All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

14) **Proceeds.** All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Capitalized terms not defined herein are as defined in the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Debtor in favor of Secured Party.

## EXHIBIT A

### Legal Description

Beginning at point on the South line of Leyland 2 Lot Subdivision and the West Right-of-Way line of 300 East street; said point of beginning being 1' behind the existing sidewalk and located North 00°06'08" East (Basis of Bearing) 311.53 feet and North 89°39'00" West 28.95 feet from the monument in 7200 South (Fort Union Blvd); said point of beginning also located by record as West 94.15 feet and South 907.50 feet and South 89°39'00" East 63.58 feet from the North Quarter Corner of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the Westerly Boundary line of 300 West the following courses: South 00°06'08" West, a distance of 10.55 feet to a point of curve to the right having a radius of 590.92 feet, a central angle of 04°18'50'', and a chord bearing of South 02°15'33" West, 44.48 feet; thence southerly along the arc a distance of 44.49 feet to a point of compound curve to the right having a radius of 86.51 feet and a central angle of 12°05'41''; thence southerly along the arc, a distance of 18.26 feet; thence South 20°09'23" West, a distance of 19.19 feet; thence South 18°34'56" West, a distance of 22.16 feet to a point of curve to the left having a radius of 316.35 feet, a central angle of 06°38'29'', and a chord bearing of South 15°15'42" West, 36.65 feet; thence southerly along the arc a distance of 36.67 feet; thence South 11°56'24" West, a distance of 20.52 feet to the point of curve of a non tangent curve to the left, of which the radius point lies South 78°03'38" East, a radial distance of 224.34 feet and having a chord bearing of South 07°24'37" West, 35.43 feet; thence southerly along the arc, through a central angle of 09°03'30", a distance of 35.47 feet to a point of reverse curve to the right having a radius of 1,909.57 feet and a central angle of 01°20'57"; thence southerly along the arc, a distance of 44.97 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 84°38'03" West, a radial distance of 22.00 feet and having a chord bearing of South 47°40'59" West, 29.62 feet; thence southwestly along the arc, through a central angle of 84°38'04'', a distance of 32.50 feet; thence North 89°42'16" West, a distance of 1.67 feet; thence continue westerly along said line, a distance of 265.93 feet more or less to the Easterly line of Midvale City Parcel 36:C; thence North 77°29'16" West 23.63 feet along said Parcel 36:C northerly line; thence North, a distance of 111.00 feet more or less to the south line of Golden Acres No. 9 Subdivision; thence East along said line, a distance of 167.00 feet; thence North, a distance of 150.97 feet more or less to the South line of Biesinger Subdivision; thence South 89°39'00" East, a distance of 185.58 feet, more or less to the Point of Beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following described tract of land, as disclosed by that certain Deed of Dedication recorded July 27, 2020 as Entry No. 13339982 in Book 10986 at Page 1761 in the Salt Lake County Recorder's office, to-wit:

Beginning at point that is 10 feet behind the existing curb & gutter on the North side of 7200 South Street, said point being described as the new North right-of-way line of 7200 South and located N 89°45'29" W 90.31 feet (basis of bearing), and North 48.10 feet from the centerline monument in 7200 S. Street (Fort Union Blvd); said monument being located S 00°06'08" W 1209.03 feet from the North quarter corner of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the new herein described Northerly R/W line of 7200 S Street, N 89°45'29" W 285.59 feet, intersecting with the current 7200 South R/W line; thence along said line N 77°30'18" W 2.03 feet, more or less, to the Westerly property line of 263 E. Fort Union Blvd.; thence South 48.53 feet to the centerline of 7200 South Street; thence along street centerline S 89°45'29" E 287.58 feet; thence North 48.10 feet more or less, to the point of beginning.