



W3227401

E# 3227401 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
31-Mar-22 1006 AM FEE \$40.00 DEP SLV
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

12-070-0004

UCC FINANCING STATEMENT

155476-LMP

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
Edwin C. Cox, Esquire Troutman Pepper Hamilton Sanders LLP Post Office Box 1122 Richmond, Virginia 23218

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)

OR	1a. ORGANIZATION'S NAME BIG HORN MHP, L.L.C.	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2820 South Alma School Road, Suite 18-292	Chandler	AZ	85286	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)

OR	2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2b. INDIVIDUAL'S SURNAME			
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)

OR	3a. ORGANIZATION'S NAME FANNIE MAE	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Wells Fargo Bank, National Association 1751 Pinnacle Drive, 8th Floor	McLean	VA	22102	USA

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

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensors	
8. OPTIONAL FILER REFERENCE DATA:	

Big Horn MHP (Local – Weber County, AZ)

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

BIG HORN MHP, L.L.C.

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

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

WELLS FARGO BANK, NATIONAL ASSOCIATION

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

1751 Pinnacle Drive, 8th Floor

CITY

McLean

STATE

VA

POSTAL CODE

22102

COUNTRY

USA

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.

17. MISCELLANEOUS:

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DEBTOR: **BIG HORN MHP, L.L.C.**
2820 SOUTH ALMA SCHOOL ROAD, SUITE 18-292
CHANDLER, ARIZONA 85286

SECURED PARTY: **WELLS FARGO BANK, NATIONAL ASSOCIATION**
1751 PINNACLE DRIVE, 8TH FLOOR
MCLEAN, VIRGINIA 22102

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

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibits A and B attached hereto (the “**Property**”), including any future replacements, facilities, and additions and other construction on the Property (the “**Improvements**”). Improvements include Manufactured Homes now or hereafter owned by Debtor (“**Debtor’s Homes**”), if so categorized by State or local law. As of this date, the Debtor’s Homes are those listed in Exhibit B attached hereto;

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the “**Goods**”);

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

4. **Personalty.**

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the "**Personalty**"). Personalty includes Debtor's Homes, if so categorized by State or local law;

5. **Other Rights.**

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 Property 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;

6. **Insurance Proceeds.**

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements;

7. **Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a "**Condemnation Action**"), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. **Contracts.**

All contracts, options, and other agreements for the sale of the Fixtures, the Personalty, or any part of the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. **Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the "**Rents**");

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the “**Leases**”) and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the “**Security Instrument**”) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party’s interests, all as reasonably determined from time to time by Secured Party (the “**Impositions**”);

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Names.

All names under or by which any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a “Collateral Account” by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

DESCRIPTION OF THE PROPERTY

A parcel of land, situate in the Northeast Quarter of Section 17, Township 6 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Ogden, Utah, more particularly described as follows:

Beginning at a point North 179.52 feet and East 522.25 feet and North 01°23'00" East 256.00 feet from the Center Quarter Corner of said Section 17, said point also being North 89°10'10" West 343.00 feet along the centerline of 4th Street to the centerline of Childs Avenue and North 00°50'15" East 332.84 feet along the centerline of Childs Avenue, and West 261.27 feet from the centerline street monument in the intersection of 4th Street and Grant Avenue, said point being the Northwest corner of the parcel of land conveyed to Kirk L. Jones in that certain Warranty deed recorded March 14, 2011 as Entry No. 2519175, and running thence East along the North line of said parcel 81.45 feet, to the westerly line of the parcel of land conveyed to Ralph J. Kunz and Jackie I. Kunz, husband and wife, as joint tenants, in that certain Warranty Deed recorded January 13, 1994 as Entry No. 1268838; thence North 01°23'00" East along said westerly line and the extension thereof 78.00 feet, to the Northwest corner of the parcel of land conveyed to Laurie Read Della Lucia, Trustee of the Laurie Read Della Lucia Revocable Living Trust dated April 19, 2006, as amended; thence East along the northerly line of said parcel 149.08 feet, more or less, to the West line of Childs Avenue; thence North 00°50'15" East 392.08 feet along the West line of Childs Avenue to the center of the Lynne Ditch; thence North 56°49'00" West 85.37 feet along the center of the Lynne Ditch; thence North 45°06'28" West 91.39 feet along the center of the Lynne Ditch; thence North 01°23'00" East 8.00 feet to the East bank of the Lynne Ditch; thence North 29°02'16" West 46.83 feet, more or less, to the southerly line of the parcel of land conveyed to Alan R. Jasch, Trustee of the Alan R. Jasch Revocable Living Trust dated the 22nd day of February, 2017; thence North 89°12'45" West along said southerly line 142.46 feet, more or less, to the East line of Lot 1, Leavitt Field Subdivision, the plat of which was recorded in the office of the Weber County Recorder on March 21, 2006 as Entry No. 2167388; thence South 01°23'00" West 88.04 feet along said East line and to the Southeast Corner of said Lot 1, Leavitt Field Subdivision; thence North 89°12'45" West 70.00 feet along the South line of said Lot 1, to and along the South line of Lot 2 of said Leavitt Field Subdivision, to the Northeast corner of Lot 4 of said Leavitt Field Subdivision; thence South 01°23'00" West 476.96 feet along the East line of said Lot 4, to and along the East line of Lot 8 of said Leavitt Field Subdivision, and to and along the East line of Lot 6 of said Leavitt Field Subdivision to the Southeast corner of said Lot 6; thence North 89°12'45" West along the South line of Lot 6 of said Leavitt Field Subdivision 26.98 feet, more or less, to the easterly line of the parcel of land conveyed to David M. Mittelstaedt, an unmarried man, in that certain Warranty Deed recorded December 9, 2009 as Entry No. 2448792; thence South 01°23'00" West along said easterly line and the extension thereof 233.25 feet, to the Northwest corner of the parcel of land conveyed to Jennifer Whitby, a single woman, in that certain Warranty Deed recorded April 16, 2020 as Entry No. 3048126; thence East along the northerly line of said parcel 81.86 feet, more or less, to the Northeast corner thereof; thence South 01°23'00" West along the easterly line of said parcel 97.48 feet, more or less, to the North line of 4th Street; thence South 89°09'47" East 12.00 feet along the North line of 4th Street, to the westerly line of the parcel of land conveyed to Leola F. Jensen and Alan Dale Johnson, as joint tenants, in that certain Quit Claim Deed recorded April 21, 2011 as Entry No. 2524164; thence North 01°23'00" East along said westerly line and the extension thereof 350.25 feet, more or less, to the Northwest corner of "Parcel 1" conveyed to Froilan Jorge

Garcia and Jorge Alfredo Garcia as joint tenants in that certain Warranty Deed recorded February 1, 2021 as Entry No. 3122636; thence East along the northerly line of said parcel 81.45 feet to the Northeast corner thereof; thence South 01°23'00" West along the easterly line of said parcel 88.00 feet to the point of beginning.

**EXHIBIT B
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Manufactured Housing Community)**

[DEBTOR'S HOMES]

Not Applicable

New or Used	New	Used
Year		
Manufacturer's Name		
Model Name		
Model Number		
Manufacturer's Serial Number		
Length and Width	Length	Width
Manufacturer's Certificate of Origin Date		
Lot Number		
Street Address		
City		
County		
State		
Zip Code		
Certificate of Title Issued	Yes	No
Certificate of Title Number		
State of Issuance		
Certificate of Title Attached	Copy	Original