



W3232746

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

E# 3232746 PG 1 OF 6

LEANN H KILTS, WEBER CTY. RECORDER
28-APR-22 1004 AM FEE \$40.00 TN
REC FOR: CT LIEN SOLUTIONS

| | |
|---|---------------------------------|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141 | |
| B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com | |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) 47179 - Housing Capital | |
| Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 | 85518576 UTUT FIXTURE |
| File with: Weber, UT | |

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 VISIONARY HOMES 2022, LLC | | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 50 Est 2500 North, Suite 101 | | CITY North Logan | STATE UT | POSTAL CODE 84341 |
| | | | | COUNTRY 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 U.S. BANK NATIONAL ASSOCIATION, D/B/A HOUSING CAPITAL COMPANY | | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 265 E. River Park Circle, Suite 460 | | CITY Fresno | STATE CA | POSTAL CODE 93720 |
| | | | | COUNTRY USA |

4. COLLATERAL: This financing statement covers the following collateral:
SEE EXHIBIT "A" AND SCHEDULE 1 ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

| | |
|---|--|
| 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/Licensor | |
| 8. OPTIONAL FILER REFERENCE DATA: 85518576 3000015673 2890B01 | |

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 VISIONARY HOMES 2022, LLC | |
| 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 | | | |
| 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:
 Real property in the County of Weber, State of Utah, described as follows:
 A PART OF THE NORTHWEST QUARTER OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 [See Exhibit for Real Estate]

Debtor: VISIONARY HOMES 2022, LLC

Exhibit for Real Estate

16. Description of real estate: Continued

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 NORTH 0°32'41" EAST 6.02 FEET; THENCE SOUTH 69°42'45" EAST 126.39 FEET; THENCE SOUTH 88°30'37" EAST 1160.16 FEET; THENCE SOUTH 74°34'48" EAST 202.71 FEET; THENCE SOUTH 10°15'37" WEST 235.26 FEET TO THE BOUNDARY LINE OF STILL CREEK SUBDIVISION PHASE 2; RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING (18) EIGHTEEN COURSES: (1) NORTH 79°37'28" WEST 273.62 FEET; (2) SOUTH 10°22'32" WEST 277.23 FEET; (3) NORTH 79°37'28" WEST 105.95 FEET; (4) SOUTH 89°12'37" WEST 69.37 FEET; (5) NORTH 73°21'11" WEST 106.33 FEET; (6) SOUTH 16°18'44" WEST 66.74 FEET; (7) SOUTH 23°57'00" WEST 204.67 FEET; (8) SOUTH 16°52'51" WEST 74.80 FEET; (9) NORTH 73°07'09" WEST 105.08 FEET; (10) NORTH 77°52'58" WEST 60.21 FEET; (11) NORTH 73°07'09" WEST 96.84 FEET; (12) SOUTH 16°52'51" WEST 104.86 FEET; (13) SOUTH 24°22'34" WEST 60.66 FEET; (14) SOUTH 16°52'51" WEST 528.47 FEET; (15) SOUTH 21°31'42" WEST 61.71 FEET; (16) SOUTH 16°52'51" WEST 127.23 FEET; (17) SOUTH 0°46'54" WEST 140.05 FEET; (18) NORTH 89°13'57" WEST 254.71 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID LINE NORTH 0°31'08" EAST 1678.04 FEET TO THE POINT OF BEGINNING.

(BEING THE PROPOSED PLAT OF STILLCREEK SUBDIVISION PHASE 3.)

apnS: 19-022-0078 AND 19-010-0087

SCHEDULE 1

DEBTOR: VISIONARY HOMES 2022, LLC, a Utah limited liability company
SECURED PARTY: U.S. BANK NATIONAL ASSOCIATION, d/b/a HOUSING CAPITAL COMPANY

CONTINUATION OF ITEM NO. 4 OF THE ATTACHED UCC-1 FINANCING STATEMENT.

1. All buildings, other improvements and fixtures now or hereafter located on the real property (the "Real Property") described in Exhibit A, hereto (the "Improvements");
2. All appurtenances, easements, rights of way appurtenant or related thereto;
3. All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on, the Real Property; together with all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and services marks arising from or related to the Real Property and any business conducted thereon by Debtor, together with all books, records and files, whether in tangible, electronic or other form, relating to any of the foregoing;
4. All sales contracts of any nature whatsoever now or hereafter executed covering any portion of the Real Property or Improvements, together with any modifications thereof, and also together with any and all deposits or other payments made in connection therewith (subject, however, to any applicable restrictions imposed by law);
5. All permits, certificates, licenses, approvals, contracts, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation and use of the Real Property or Improvements, including, without limitation, the Architect's Agreement, and Construction Contract, each as defined in the Loan Agreement, including warranties and guaranties, and all deposits made with or other security given to utility companies and governmental agencies with respect to the Real Property or Improvements;
6. All rights of Debtor under any construction contracts and subcontracts, architects' and engineers' contracts, plans, specifications and drawings for the Improvements;
7. All rights of Debtor as declarant under any declaration affecting any of the Real Property;
8. All of Debtor's right, title, and interest in and to any and all units, common elements, special declarant rights, development rights, and any other rights relating to the Real Property or the Improvements, whether now existing or subsequently arising, under any and all laws now existing or later enacted relating to condominiums;
9. All of Debtor's rights under any declarations of covenants, conditions, and restrictions recorded for the Real Property or Improvements, including declarant rights, development rights, and all rights of Debtor in connection with any homeowner's association, condominium association, architectural control committee, or similar association or committee, established in connection with the Subject Property, including Debtor's rights and powers to elect, appoint, and remove officers and directors of any such associations or committees;
10. All insurance policies (and unearned premiums thereon) pertaining to the Real Property, whether or not required to be carried by the terms of the "Loan Documents" (as defined in that certain Construction Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Debtor as Trustor and Secured Party as Beneficiary), and all proceeds thereof;

11. Any evidence of title to the Real Property provided by Debtor to Secured Party;
12. Any bank account(s) into which proceeds of the "Secured Obligations" (as defined in that certain Construction Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Debtor as Trustor in favor of Secured Party as Beneficiary) are deposited by Secured Party for the benefit of Debtor; and
13. All interest or estate which Debtor may hereafter acquire in the property described above, and all replacements, proceeds, additions and accretions thereto. The listing of specific rights or property shall not be interpreted as a limit of general terms.

EXHIBIT A
to
Schedule 1 of UCC-1 Financing Statement
(Legal Description)

A PART OF THE NORTHWEST QUARTER OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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