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WHEN RECORDED MAIL TO:

Troutman Pepper Hamilton Sanders LLP
401 9th Street, N.W., Suite 10000
Washington, D.C. 20004
(Attn: Blair Schiff, Esq.)

E# 3254306 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
09-Sep-22 1139 AM FEE \$40.00 DEP TN
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

File No.: 160317-MCF

UCC Financing Statement

(Weber County)

In Reference to Tax ID Number(s):

07-002-0020

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Blair Schiff, Esq.
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; width: 80%; margin: auto;"> Troutman Pepper Hamilton Sanders LLP 401 9th Street, NW, Suite 1000 Washington, DC 20004 </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 JF VISTA PARTNERS, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 1216 W. Legacy Crossing Blvd., Ste 300	CITY Centerville	STATE UT	POSTAL CODE 84014	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 Berkadia Commercial Mortgage LLC				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 323 Norristown Road, Suite 300	CITY Ambler	STATE PA	POSTAL CODE 19002	COUNTRY USA

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

Moda Vista, FHA Project No. 105-11135
 See Exhibits A and B attached hereto and made a part hereof.

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 <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
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7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor
 Consignee/Consignor
 Seller/Buyer
 Bailee/Bailor
 Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
 Moda Vista - File in the Official Records of Weber 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
JF VISTA PARTNERS, LLC

9b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSON NAME

INDIVIDUAL'S 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 PERSON NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

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
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1670 Broadway, 25th Floor Denver CO 80202-4801 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
**Moda Vista,
 FHA Project No. 105-11135**

17. MISCELLANEOUS

Project Name: Moda Vista
 HUD Project Number: 105-11135

EXHIBIT A LEGAL DESCRIPTION

A part of the Northwest quarter of Section 15, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Commencing at the Southwest corner of said Northwest corner of Section 15; thence 784.89 feet North 00°05'51" East along the section line; and 633.70 feet South 89°54'09" East to the point of beginning being an existing right of way monument and running thence three (3) courses along the East right of way line of Harrison Boulevard (SR-203) according to Highway Right of Way Plans S-162(3) Sheets 4 and 5, as follows: (1) North 64°04'09" West 74.20 feet; (2) North 31°27'00" West 484.00 feet to a point of curvature; and (3) Northwesterly along the arc of a 1,860.10 foot radius curve to the right a distance of 104.70 feet (Delta Angle equals 03°13'30" and Long Chord bears North 29°50'15" West 104.69 feet) to the intersection of said East right of way line and the North line of the Southwest quarter of said Northwest quarter; thence South 89°32'00" East 739.12 feet to the Southerly right of way line of Old Post Road, to a point of a non-tangent curve, of which the radius point lies North 48°16'26" East; thence two (2) courses along said Southerly right of way line as follows: (1) Southeasterly along the arc of a 1,507.66 foot radius curve to the left a distance of 414.62 feet (Delta Angle equals 15°45'25" and Long Chord bears South 49°36'17" East 413.32 feet); and (2) Southeasterly along the arc of a 854.67 foot radius curve to the right a distance of 23.09 feet (Long Chord bears South 56°42'34" East 23.09 feet) to an old existing fence line; thence South 00°28'15" West 254.17 feet along said old existing fence line; thence North 85°33'49" West 486.78 feet along an old existing fence line and said old fence line extended; thence South 81°13'26" West 216.96 feet to the point of beginning.

Also described as:

The basis of bearing for this description is South 0°05'45" West 2643.86 feet, measured between the Northwest corner, and West quarter corner of Section 15, Township 5 North, Range 1 West, Salt Lake Base and Meridian.

A part of the Northwest quarter of Section 15, Township 5 North, Range 1 West, Salt Lake Base and Meridian: commencing at the Southwest corner of said Northwest corner of Section 15; thence North 00°05'45" East 784.89 feet along the section line; and South 89°54'15" East 633.70 feet, to the point of beginning being an existing right of way monument and running thence three (3) courses along the east right of way line of Harrison Boulevard (SR-203) according to highway right of way plans S-162(3) sheets 4 and 5, as follows: (1) North 64°04'15" West 74.20 feet; (2) North 31°27'06" West 484.00 feet to a point of curvature; and (3) Northwesterly along the arc of a 1,860.10 foot radius curve to the right a distance of 104.70 feet (delta angle equals 03°13'30" and long chord bears North 29°50'21" West 104.69 feet) to the intersection of said east right of way line and the north line of the Southwest quarter of said Northwest quarter; thence South 89°32'06" East 739.12 feet to the southerly right of way line of Old Post Road, to a point of a non-tangent curve, of which the radius point lies North 48°16'26" East; thence two (2) courses along said southerly right of way line as follows: (1) Southeasterly along the arc of a 1,507.66 foot radius curve to the left a distance of 414.62 feet (delta angle equals 15°45'25" and long chord bears South 49°36'23" East 413.31 feet); and (2) Southeasterly along the arc of a 854.67 foot radius curve to the right a distance of 23.09 feet (delta angle equals 1°32'53" and long chord bears South 56°42'40" East 23.09 feet) to an old existing fence line; thence South 00°28'09" West 254.17 feet along said old existing fence line; thence North 85°33'55" West 486.78 feet along an old existing fence line and said old fence line extended; thence South 81°13'20" West 216.96 feet to the point of beginning.

EXHIBIT B
DESCRIPTION OF COLLATERAL

All of Debtor's present and future right, title and interest in and to all of the following, hereinafter the "Mortgaged Property":

1. The buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the estate in realty described in Exhibit A (the "Land"), including any future replacements and additions. (the "Improvements");
2. All property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, 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, computers, 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 disposals, 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; playground and exercise equipment and classroom furnishings and equipment (the "Fixtures");
3. All equipment, inventory, and general intangibles ("Personalty"). The definition of "Personalty" includes furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: Reserve for Replacement accounts, bank accounts, Residual Receipts accounts, and investments;
4. 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 Land 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;
5. All insurance policies covering the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the

Mortgaged Property, whether or not Debtor obtained such insurance policies pursuant to Lender's requirement;

6. All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

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

8. All proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration;

9. All Rents and Leases, as such term is defined in the security instrument encumbering the Land and executed by Debtor for the benefit of Lender, recorded simultaneously herewith (the "Mortgage");

10. All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan (as defined in the Mortgage) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

11. All Imposition Deposits; as such term is defined in the Mortgage;

12. All refunds or rebates of Impositions by any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, including the use, operation or improvement of the Mortgaged Property, or any insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

13. All forfeited tenant security deposits under any Lease;

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

15. All deposits and/or escrows held by or on behalf of Lender under Collateral Agreements; and

16. All awards, payments, settlements or other compensation resulting from litigation involving the project situated on the Land; and.

17. Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.