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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Bret Spriggs 801-531-3039

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ballard Spahr Andrews & Ingersoll, LLP
 201 South Main Street, Suite 600
 Salt Lake City, Ut 84111

[spriggsb@ballardspahr.com]

590973 FIXTURE FILING

BOOK 687 PAGE 0266

RECORDED 10/30/2007 AT 10:20 AM

AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

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
 STADIUM PLACE ASSOCIATES, LIMITED PARTNERSHIP

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 5014 Elk Hills Court Missoula MT 59803 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
 LP Wyoming 2006-000509768 ☐ 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

2d. SEE INSTRUCTIONS 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
 SA Affordable Housing, LLC, a Delaware limited liability company

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1 SunAmerica Center Los Angeles CA 90067 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibits "A, B & C" attached hereto and incorporated herein for a complete description of the collateral covered hereby.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☒ 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) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed with: WY-Sheridan County SHF#1421 Client#037434

F#201310

A#306322

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'S NAME	STADIUM PLACE ASSOCIATES, LIMITED PARTNERSHIP		
OR			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS:

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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
11d. <u>SEE INSTRUCTIONS</u>	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 "B" attached hereto.

16. Additional collateral description:

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

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

**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

STADIUM PLACE ASSOCIATES, LIMITED PARTNERSHIP, DEBTOR

SA AFFORDABLE HOUSING, LLC, SECURED PARTY

DESCRIPTION OF COLLATERAL

This Financing Statement covers the following types (or items) of property pursuant to the Multifamily Mortgage, Assignment of Rents and Security Agreement (Wyoming) from Debtor to the Secured Party, dated as of July 31, 2007:

1. All right, title, interest and estate of Debtor now owned or hereafter acquired, in and to:
 - (a) All buildings, improvements, works, equipment, structures, facilities and fixtures, including but not limited to, all plumbing, heating, ventilating, electrical and other mechanical systems; water heaters and water systems; air conditioning units; sewage systems; pipes, conduits, and wiring; all interior wall, floor, window and ceiling treatments and coverings (including but limited to any carpeting, tile, paneling, drapery or blinds); and any future additions to and improvements and betterments now or hereafter constructed upon, and all parts, accessories and accessions to and all renewals and replacements of, any of the foregoing, which are now or hereafter shall be constructed or affixed or constructively affixed to the Property or to any portion of the Property (the "Improvements").
 - (b) All easements, licenses, streets, ways, alleys, roads, passages, rights-of way, zoning rights, strips and gores of land, waters, watercourses, and water rights (whether now owned or hereafter acquired by Debtor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or to any portion of the Property.
2. All right, title, interest and estate of Debtor, now owned or hereafter acquired, in and to, and all proceeds from the following:
 - (a) All construction materials, equipment, inventory and other tangible personal property located in or upon the Property or the Improvements and used or useable in connection therewith, or to be used in the construction, reconstruction, remodeling, or repair of any of the Improvements now or hereafter located upon the Property, including, but not limited to, the fixtures, equipment, inventory and other tangible and intangible personal property listed on Exhibit C attached hereto.
 - (b) All architectural, development, construction and construction cost guarantee contracts entered into in connection with the improvement of the Property, all plans and specifications and building permits relating to the improvement of the Property.

(c) All parts, accessories, and accessions to each and all of the foregoing and all renewals and replacements thereof.

(d) All general intangibles relating to the Property.

3. All right, title, interest, and estate of Debtor in and to all and singular tenements, hereditaments, rights, privileges, and appurtenances belonging, relating, or in any way appertaining to any of the Property or Improvements, or any portion of the Property or Improvements, or which shall hereafter in any way belong, relate, or in any way appertain thereto, whether now owned or hereafter acquired, and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims, and demands of every nature whatsoever, at law or in equity, which Debtor may have or may hereafter acquire in and to the Property, the Improvements, or any portion of the Property or the Improvements.

4. All present and future right, title, interest and estate of Debtor in and to:

(a) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other improvements now or hereafter situated thereon or any estate or easement in the Property (including any awards for change of grade of streets).

(b) The proceeds of insurance paid on account of the Mortgaged Property (as herein defined) including proceeds paid on account of partial or total destruction of the Improvements or any portion thereof or loss of rents.

5. All right, title, interest and estate of Debtor, whether now owned or hereafter acquired, in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Property or any part thereof, now existing or subsequently entered into by Debtor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Debtor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Property, the Improvements or any portion thereof, exclusive of trade receivables and inventory (collectively, the "Rents").

Capitalized terms used but not otherwise defined in this Financing Statement have the meanings set forth below:

"Property" means the parcel(s) of real property in Sheridan County, Wyoming, described on Exhibit B attached to this Financing Statement.

"Mortgaged Property" means, collectively, the items, documents, interests and properties referred to in items 1 through 5 in the first paragraph of this Financing Statement.

"Real Estate" means, collectively, the Property and the Improvements.

**EXHIBIT B
TO
UCC-1 FINANCING STATEMENT
STADIUM PLACE ASSOCIATES, LIMITED PARTNERSHIP, DEBTOR
SA AFFORDABLE HOUSING, LLC, SECURED PARTY
PROPERTY DESCRIPTION**

Real property in the County of Sheridan, State of Wyoming, described as follows:

Lot 1 of Cloud Peak Ranch, Third Filing, as recorded August 10, 2006 in Drawer C, Plat #62,
Sheridan County, Wyoming.

**EXHIBIT C
TO
UCC-1 FINANCING STATEMENT**

STADIUM PLACE ASSOCIATES, LIMITED PARTNERSHIP, DEBTOR

SA AFFORDABLE HOUSING, LLC, SECURED PARTY

LIST OF TANGIBLE AND INTANGIBLE PERSONAL PROPERTY

All of the following types and items of property presently or hereafter found on the Property or within the Improvements, used primarily in connection with the Property and Improvements, and owned by Debtor:

Fixtures, including, without limitation, attached appliances.

Equipment, including, without limitation, machinery, furnishings, unattached appliances and related items.

Contracts, relating to the construction, development, ownership or maintenance of the Property or the Improvements, including, without limitation, all architectural, development and construction contracts, and all construction cost guarantee agreements relating to the Property or the Improvements.

Plans relating to the construction, development, ownership or maintenance of the Property or the Improvements, including, without limitation, all plans and specifications that relate to the construction of the Improvements.

Leases, Rents, Issues, including, without limitation, all leases and subleases, all lease agreements, all rents, subrents, issues, royalties and security deposits.

Some of the above goods are fixtures on the Property.