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WHEN RECORDED, MAIL TO:
Valley Bank & Trust Co.
c/o VMC
1325 So. Main Street
Salt Lake City, Utah 84115
ATTN: Paul Thurston

PLATED & VERIFIED
INDEXED & MICROFILMED

EP 1091675 BK1569 PG1846
DOUG CROFTS, WEBER COUNTY RECORDER
1989 OCT 17 12:21 PM FEE 12.00 DEP MH
REC FOR ASSOCIATED TITLE

ASSIGNMENT OF LEASES AND RENTS

07-053-FT 0052, FT 0053, FT 0054

THIS ASSIGNMENT AGREEMENT is dated as of this 28th day of September, 1989, and is in favor of VALLEY BANK AND TRUST COMPANY ("Valley") and made by Boyer-Ogden Medical Associates, a Utah limited partnership ("Borrower"), whose address is 675 East 500 South, Salt Lake City, Utah 84102.

RECITALS:

1. Borrower has requested Valley to provide a loan in the principal amount of TWO MILLION SEVENTY THOUSAND DOLLARS (\$2,070,000) as evidenced by a Promissory Note ("Note") of even date herewith.
2. The loan is secured by a Deed of Trust with Assignment of Rents ("Deed of Trust") covering that certain parcel of real property ("Real Estate") situated in Weber County, Utah and which Real Estate is more particularly described on Exhibit "A."
3. Borrower has also executed other loan documents and loan agreements of even date with the Note and Deed of Trust and all the other loan documents and loan agreements are herein referred to as the the "Loan Agreement" or the "Loan Documents."
4. As part of the consideration for the credit and credit accommodations set forth in the Note, Deed of Trust and the Loan Documents, Borrower is willing to assign and grant security interests in leases, rents, issues and profits with respect to the Real Estate, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and in reliance thereon, and on Valley making and accepting the loan, and in consideration of the premises, covenants, agreements, warranties and representations set forth herein, Borrower hereby assigns, covenants, agrees, warrants and represents to Valley as follows:

- a. Borrower hereby transfers, assigns, grants and sets over to Valley a security interest in all right, title and interest of Borrower in and to all of its right, title and interest in and to all leases on and leasehold interests in the Real Estate, or any part thereof, wherein Borrower is a party, including the leases, if any, on the Real Estate and together with all other leases and leasehold interests as are hereafter obtained by Borrower on said Real Estate. The assignment and security interest shall include all rents, royalties, issues and profits (hereafter "Rents") provided under the terms of any such leases and Borrower's interest in all security for the performance of such leases, together with all monies provided to be paid under the terms of any option to purchase the Real Estate, whether contained in any such lease or as provided in any other

agreement and any amendments, modifications, renewals or extensions of such lease, option or other agreement.

b. Assignor shall have the right to collect the Rents due under the leases until an event of default shall occur under the Note, the Deed of Trust, this Assignment, the Loan Agreement or the Loan Documents, except that Assignor shall not collect rental more than once per month in advance. After an event of default, Assignee may, at its option enforce any of the conditions, covenants or agreements contained in such leases, collect any Rents thereunder and/or contained in any option to purchase the Real Estate contained in a lease, and to give good and valid receipts therefor, and Assignee shall have full power to do anything that the Assignor could have done as if this Assignment had not been made, the lessees, the successors, assigns, or legal representatives of said lessees, being by this instrument expressly authorized to pay to Assignee any and all of the Rents now due or to become due under the terms of such leases and/or any such option. Assignee shall not be responsible for diligence in collecting any Rents, but shall be accountable only for Rents actually received. Assignor agrees that after any default, Rents as Assignee may receive under this Assignment may (i) be applied upon or, at the option of said Assignee, retained as security for payment on the Note, the Deed of Trust, the Loan Agreement and/or the Loan Documents, regardless of whether any payments are due and payable to Assignee and including, but not limited to costs of collection, expenses of operation, advances and attorney's fees; and/or (ii) be applied from time to time, in payment of taxes, assessments and/or other liens affecting the Real Estate (whether or not delinquent, if payable); and/or (iii) be released to the Trustor in such order, at such time or times, in such amount or amounts, and to the extent as Assignee, in its sole discretion, may determine. The receipt, application, retention, or release by said Assignee of any Rents under this Assignment after default under said Note, Deed of Trust, Loan Agreement or the Loan Documents shall be applied upon any deficiency recoverable by Assignee in the same manner and for the same purposes as the proceeds of the sale of the Real Estate made under any trustee's or foreclosure proceedings or pledged sale. Such rights may be exercised by Assignee without regard to other security and without releasing Assignor from any obligation. Assignor hereby irrevocably appoints and constitutes Assignee as its true and lawful attorney-in-fact with full power of substitution for and on behalf of Assignor to request, demand, enforce payment, collect and receive the rentals payable under the leases, to change, modify, release, waive, terminate, alter or amend the leases or any of the terms and provisions thereof, including the rentals thereunder, to endorse any checks, drafts or orders evidencing the payment of rentals under the leases, and to do and perform any acts which Assignor might do for and on its own behalf so long as Valley acts reasonably.

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c. Assignor represents and warrants that it has made no prior assignment of any of its rights, title or interests in, to and under the leases, that all leases now executed are in full force and effect with no modifications or amendments thereto and with no default thereunder that it has not accepted and will not accept any advance rental payments under the leases, and that it has not done and will not do anything which impairs the validity or security of this Assignment. The Assignor does hereby further covenant to and with said Assignee not to pledge or deliver or assign any of the Rents provided for in said leases and/or said options during the existence of the indebtedness and obligations hereinafter referred to, and any renewals or extensions thereof.

d. This Assignment shall not operate to release or relieve Assignor, as Lessor, from the full performance of any of its obligations and covenants under the leases. Assignor shall notify Assignee in writing in the event of any default by Assignor under the leases. Assignor shall enforce, at its cost and expense, the full performance of all of the conditions, obligations and covenants under the leases to be observed and performed by the lessee and shall appear and defend any action growing out of or in any manner connected with the leases. Assignor shall not change, modify, release, waive, terminate, alter or amend the leases or any of the terms and provisions thereof, including the rentals thereunder, nor assign or encumber its rights, title and interest in and to the leases without first securing the written consent of Assignee which consent will not be unreasonably withheld.

e. Assignee may, at its option, but without the assumption of any of Assignor's obligations as lessor, perform any obligations of Assignor under the leases without releasing Assignor from any obligation herein or under the terms of the leases. In the exercise of such power, Assignee shall be entitled to reimbursement for all costs and expenses, including attorney's fees, and the same shall be payable upon demand or added to the Note and secured hereby. Except to the extent of Assignee's own acts, Assignor hereby indemnifies and saves harmless Assignee from any and all cost, expense or liability under the leases or by reason of this Assignment and against claims or demands whatsoever which may be asserted against it by reason of any alleged obligations of Assignee to perform or discharge any of the terms of the leases, it being understood and agreed that said Assignee does not, by the execution of this Assignment or by its acceptance thereof, assume any liability or become liable in any manner whatsoever for the performance of any of the terms and conditions of said leases and/or said options, unless and until the Assignee shall definitely assume any such obligations in writing.

f. This Assignment is given as security for the payment when due of the principal of and interest on the