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DOUGLAS DEWITT
WEBER CO. RECORDER
DEPUTY *Blann Kees*

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938925

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ENTERED MICROFILMED

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

FILED AND RECORDED

THIS ASSIGNMENT, is made this 14th day of May, 1985,
by and between NORTHERN UTAH IMAGING CENTER, LIMITED PARTNERSHIP,
Partnership ("Assignor") and RICHARDS-WOODBURY MORTGAGE CORP.
("Assignee").

W I T N E S S E T H:

FOR VALUE RECEIVED, and in consideration of the premises and the debt herein described, the Assignor hereby grants, transfers, assigns and delivers to the Assignee all of the right, title and interest of the Assignor in and to those certain Lease Agreements described in Schedule "A" hereof, which leases relate to certain property situated in the County of Weber, State of Utah, said property being more particularly described in Schedule "B", both attached hereto and incorporated herein by this reference, together with any and all modifications, amendments, extensions and renewals thereof and also any and all guarantees of lessees' obligations thereunder, together with extensions and renewals thereof. The term Lease Agreement shall apply to each instrument so designated in said Schedule "A" hereof, and shall also include each and every oral rent agreement between lessor and lessee commonly known as a month-to-month tenancy, if any.

FOR THE PURPOSE OF SECURING:

ONE: The payment of all sums now or at any time hereafter owing to the Assignee by the Assignor, secured by a Trust Deed, conveying the described property and recorded in the official records of said county and state prior to or on or about the date of the execution of this Assignment, which may also be recorded in whole, or notice thereof in the form of a recorded memorandum setting forth certain provisions thereof.

TWO: The performance and discharge of each and every obligation, covenant and agreement contained in said Trust Deed or any note, bond or evidence of debt secured thereby.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, The Assignor AGREES WITH RESPECT TO EACH LEASE AGREEMENT:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Lease Agreement to be performed by the Lessor; to give prompt notice to the Assignee of any notice of default on the part of Assignor with

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respect to the Lease Agreement received from the lessee or guarantor, together with an accurate and complete copy of any such notice; at the sole cost and expense of the Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Lease Agreement by the lessee to be performed; not to modify or in any way alter the terms of the Lease Agreement; not to terminate the terms of the Lease Agreement and not to accept a surrender thereof unless required to do so by the terms of the Lease Agreement; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the lessee thereunder of or from the obligations, covenants, conditions, and agreements by the lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and the Assignor does by these presents expressly release, relinquish and surrender unto the Assignee, all of the Assignor's right, power and authority to modify or in any way alter the terms or provisions of the Lease Agreement, or to terminate the term or accept a surrender thereof, any attempt on the part of the Assignor to exercise any such right without the written authority and consent of the Assignee being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable.

2. At the Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease Agreement or the obligations, duties or liabilities of the lessor, lessee or guarantor thereunder, and to pay all costs and expenses of the Assignee, including attorneys fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should the Assignor fail to make any payment or to do any act as herein provided then the Assignee, but without obligation so to do and without notice to or demand on the Assignor, and without releasing the Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to

affect the security or the right or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the lessor in the Lease Agreement contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at the rate of 14.5% per annum, and same shall be secured hereby and by the said Trust Deed.

5. That the Assignor will not transfer or convey to the lessee the fee title to the demised premises unless the lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the terms, covenants and conditions of the said Note and Trust Deed.

6. The Assignor hereby covenants and warrants to the Assignee that (a) there is no prior assignment of the Lease Agreement or of the assignor's right, title and interest therein or the rentals to accrue thereunder; (b) the Assignor has not performed any act or executed any instrument which might prevent the Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee in such operation; (c) the Assignor has not accepted rent under the LEASE for any period subsequent to the current period for which rent has already become due and payable; (d) there is no default now existing under the Lease Agreement; and (e) the Assignor has not executed or granted any modification or amendment whatever of the Lease Agreement either orally or in writing and that the Lease Agreement is in full force and effect.

B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH Lease Agreement THAT:

1. So long as there shall exist no default by the Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Trust Deed or lease contained, the Assignor shall have the right to collect upon but not prior to accrual, all rent, issues and profits from said leased premises and to retain, use and enjoy the same.

EXHIBIT "B"

DESCRIPTION

✓ A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East outside wall of the main hospital building of St. Benedicts Hospital which is 1217.65 feet North 0°26'00" East along the East line of said Section 17 and 447.85 feet North 89°34' West from the Southeast corner of said Section 17; and running thence North 27°24'35" East 23.80 feet; thence North 72°24'35" East 137.71 feet to a point South 17°34' East from the Southeast corner of the St. Benedict Development Parcel (as amended); thence North 17°34' West 36.56 feet to the Southerly extremity of the curb line of existing parking lot; thence North 72°33'54" East 59.06 feet more or less to the Westerly extremity of the curb line of existing entrance roadway; thence around curve to the left along such curb line 16.20 feet more or less (Long Chord bears North 10°33'50" West 16.19 feet); thence North 17°34' West along such curb line as extended 246.12 feet more or less to the South boundary of 5350 South Street; thence North 89°34' West 64.17 feet more or less along said South boundary to a point North 17°34' West from the Northeast corner of the St. Benedict Development Parcel (as amended); thence South 17°34' East 217.70 feet more or less to the Southeast corner of the St. Benedict Development Parcel (as amended); thence South 72°24'35" West 154.58 feet more or less to a point North 17°35'25" West from the Northeast corner of Existing Radiation Therapy Building; thence South 17°35'25" East 117.57 feet more or less to the point of beginning.

Contains Approximately 0.742 Acres.

938926

DOUGLAS W. WEBER
OWNER
DEPUTY: *Starr, Kille*

43.00

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Starr, Kille

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