



W2650068

THIS DOCUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007
AMO File No. 6902.017
Loan/Property Name: Willow Creek Estates
Weber County, Utah
APN: 12-121-0001/12-096-0019 ✓ M

E# 2650068 PG 1 OF 7
ERNEST D ROWLEY, WEBER COUNTY RECORDER
12-Aug-13 12:51 PM FEE \$24.00 DEP SC
REC FOR: ANDERSON, MCCOY & ORTA
ELECTRONICALLY RECORDED

**ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND
SECURITY AGREEMENT**

GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation
having an address of
60 Wall Street, 10th Floor, New York, NY 10005
Assignor

to

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST
FOR THE HOLDERS OF COMM 2013-CCRE8 MORTGAGE TRUST
COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES
having an address of
190 S. LaSalle Street, 7th Floor, Chicago, IL 60603
Assignee

**ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND
SECURITY AGREEMENT**

As of this 13th day of June, 2013, GERMAN AMERICAN CAPITAL CORPORATION, a Maryland Corporation, whose address is 60 Wall Street, 10th Floor, New York, New York 10005 ("*Assignor*"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to the person or entity described on Exhibit B attached hereto ("*Assignee*"), having an address set forth on Exhibit B attached hereto, its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement made by Willow Creek Estates MH Community, LLC, a Delaware limited liability company (the "*Borrower*") dated as of April 5, 2013 and recorded on April 29, 2013 in the Recorder's Office of Weber County, Utah as Document # 2032418 (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of a Promissory Note of even date therewith, in the original principal amount of \$54,056,370, made by the Borrower, payable to the order of Assignor, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE ADDENDUM ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on the date and year first above written.

ASSIGNOR:

GERMAN AMERICAN CAPITAL CORPORATION, a Maryland Corporation

By: [Signature] John Beacham
Name: Director
Title:

By: [Signature]
Name: Jim Griffith
Title: Managing Director

ACKNOWLEDGMENT

STATE OF NY)
COUNTY OF New York) ss.:

On March 29, 2013 before me, Hanna Olson, a Notary Public for said state, personally appeared John Beacham and Jim Griffith personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]
Notary Public

State of _____

My commission expires:

HANNA J. OLSON
Notary Public, State of New York
No. 01OL6183429
Qualified in Queens County
Commission Expires March 17, 2016

**EXHIBIT A
LEGAL DESCRIPTION**

[See attached]

Willow Creek**PARCEL 1:**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE BOUNDARY OF CENTURY VILLAGE SUBDIVISION UNIT ONE SAID POINT BEING SOUTH 308.47 FEET AND WEST 1531.18 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT 9TH STREET AND WALL AVENUE, SAID POINT ALSO BEING SOUTH 734.98 FEET, EAST 3380.39 FEET AND NORTH 364.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE AS FOLLOWS: SOUTH 49°11'42" WEST 515.20 FEET ALONG AN EXISTING FENCE LINE TO A FENCE CORNER; THENCE NORTH 43°40'18" WEST 696.38 FEET; THENCE SOUTH 50°21'29" WEST 65.54 FEET TO A FENCE CORNER; THENCE SOUTH 00°41'11" WEST 349.08 FEET ALONG AN EXISTING FENCE LINE TO A FENCE CORNER; THENCE NORTH 63°58'32" WEST 367.17 FEET ALONG AN EXISTING FENCE LINE TO THE EAST LINE OF CENTURY DRIVE; THENCE NORTH 00°29'30" EAST 605.32 FEET ALONG SAID CENTURY DRIVE; THENCE SOUTH 52°43'51" EAST 10.00 FEET ALONG SAID CENTURY DRIVE; THENCE NORTH 00°29'30" EAST 274.70 FEET ALONG SAID CENTURY DRIVE TO A POINT ON THE BOUNDARY OF NORTH POINTE VILLAGE SUBDIVISION PHASE 1, THENCE ALONG SAID NORTH PONTE VILLAGE SUBDIVISION PHASE 1 THE FOLLOWING (3) THREE COURSES: NORTH 25°09'20" EAST 133.27 FEET; THENCE SOUTH 68°19'41" EAST 530.75 FEET; THENCE SOUTH 63°58'53" EAST 173.90 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF MEADOW BROOK CONDOMINIUM PHASE 3A; THENCE ALONG SAID MEADOW BROOK CONDOMINIUM PHASE 3A THE FOLLOWING (2) TWO COURSES: SOUTH 00°59'41" WEST 187.81 FEET; THENCE SOUTH 35°06'02" EAST 168.02 TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF MEADOW BROOK CONDOMINIUM PHASE 1; THENCE ALONG SAID MEADOW BROOK CONDOMINIUM PHASE 1 THE FOLLOWING (6) SIX COURSES: SOUTH 35°10'11" EAST 59.96 FEET; THENCE SOUTH 63°07'10" EAST 99.66 FEET; THENCE NORTH 66°31'06" EAST 51.00 FEET; THENCE SOUTH 61°42'54" EAST 38.00 FEET; THENCE SOUTH 17°19'54" EAST 161.00 FEET; THENCE SOUTH 76°25'54" EAST 144.00 TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF CENTURY VILLAGE SUBDIVISION UNIT ONE; THENCE ALONG SAID CENTURY VILLAGE SUBDIVISION UNIT ONE THE FOLLOWING (2) TWO COURSES: SOUTH 48°11'35" EAST 64.60 FEET; THENCE SOUTH 03°07'42" EAST 12.02 FEET TO THE POINT OF BEGINNING.

The record legal description as described above is affected by that certain "Boundary Line Agreement" Recorded March 12, 1999 as Entry No. 1620207 in Book 1998 at Page 597 of Official Records.

THE ABOVE DESCRIBED PARCEL 1 IS NOW DESCRIBED AS FOLLOWS:

Beginning at a point on the boundary of Century Village Subdivision Unit One said point being South 308.47 feet and West 1531.18 feet from the Ogden City Survey Monument at 9th Street and Wall Avenue, said point also being South 734.98 feet, East 3380.39 feet and North 364.71 feet from the South Quarter Corner of Section 18, Township 6 North, Range 1 West, Salt Lake Base and Meridian; and running thence South 49°11'42" West 515.21 feet along an existing fence line to a fence corner; thence North 43°40'18" West 696.38 feet; thence South 50°21'29" West 65.54 feet to a fence corner; thence South 00°41'11" West 349.08 feet along an existing fence line to a fence corner; thence North 63°58'32" West 367.17 feet along an existing fence line to the easterly right of way line of Century Drive; thence along said right of way line the following (3) three courses and distances: (1) North 00°29'30" East 605.32 feet; thence (2) South 52°43'51" East 10.00 feet; thence (3) North 00°29'30" East 274.17 feet to a point on the southerly boundary line of North Pointe Village Subdivision Phase 1, said boundary line being the same line referenced in that certain Boundary Line Agreement recorded as Entry No. 1620207 in Book 1998 at Page 597 of the official records in the office of the Weber County Recorder; thence along the boundary line of said North Pointe Village Subdivision Phase 1 the following (3) three courses and distances: (1) North 25°09'20" East 133.57 feet; thence (2) South 68°20'48" East 530.42 feet; thence (3)

South 64°00'00" East 173.90 feet to the Southeast Corner of said Subdivision said point also being a point on the boundary of Meadow Brook Condominium Phase 3A; thence along said Meadow Brook Condominium Phase 3A the following (2) two courses and distances: (1) South 00°58'34" West 187.81 feet; thence (2) South 35°07'11" East 168.02 to the Southeast Corner of said Meadow Brook Condominium Phase 3A, said corner also being a corner on the boundary line of Meadow Brook Condominium Phase 1; thence along the boundary line of said Meadow Brook Condominium Phase 1 the following (6) six courses and distances: (1) South 35°07'11" East 60.00 feet; thence (2) South 63°07'16" East 99.66 feet; thence (3) North 66°31'06" East 51.00 feet; thence (4) South 61°43'00" East 38.00 feet; thence (5) South 17°20'00" East 161.00 feet; thence (6) South 76°26'00" East 144.00 feet to the Southeast Corner of said Meadow Brook Condominium Phase 1, said corner also being a corner on the boundary line of Century Village Subdivision Unit One; thence along said Century Village Subdivision Unit One the following (2) two courses and distances: (1) South 48°11'41" East 64.60 feet; thence (2) South 03°07'48" East 12.05 feet to the point of beginning.

PARCEL 2:

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1, WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT SOUTH 673.18 FEET AND WEST 2898.50 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT 9TH STREET AND WALL AVENUE, SAID POINT ALSO BEING SOUTH 734.98 FEET AND EAST 2013.06 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE AS FOLLOWS: NORTH 89°05'14" WEST 21.21 FEET; THENCE NORTH 00°29'30" EAST 766.65 FEET TO A FENCE LINE; THENCE NORTH 88°49'10" WEST 161.75 FEET ALONG AN EXISTING FENCE LINE TO THE EAST LINE OF THE RAILROAD RIGHT OF WAY; THENCE NORTH 00°38'56" EAST 164.80 FEET ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE TO A FENCE LINE; THENCE SOUTH 89°37'39" EAST 200.20 FEET ALONG AN EXISTING FENCE LINE AND AN EXTENSION OF SAID FENCE LINE; THENCE NORTH 06°06'03" EAST 289.65 FEET; THENCE SOUTH 69°42'43" EAST 8.65 FEET TO A POINT ON A CURVE ON THE WEST LINE OF CENTURY DRIVE SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF NORTH POINTE VILLAGE SUBDIVISION PHASE 1; THENCE ALONG SAID NORTH POINTE VILLAGE SUBDIVISION PHASE 1 THE FOLLOWING (3) THREE COURSES: SOUTH 54.79 FEET TO THE RIGHT ALONG CENTURY DRIVE AND SAID CURVE (R=525.00', T=27.42', CH=54.77', CHB=S 03°28'54" WEST); THENCE SOUTH 00°29'30" WEST 225.28 FEET ALONG CENTURY DRIVE; THENCE NORTH 89°15'04" EAST 8.00 FEET ALONG CENTURY DRIVE; THENCE SOUTH 00°29'30" WEST 612.70 FEET ALONG CENTURY DRIVE; THENCE NORTH 63°58'32" WEST 17.81 FEET; THENCE SOUTH 70°29'08" WEST 30.94 FEET, THENCE SOUTH 02°59'38" WEST 324.20 FEET TO THE POINT OF BEGINNING.

APN(s):12-121-0001;12-096-0019

EXHIBIT "B"

ASSIGNEE:

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF
COMM 2013-CCRE8 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES**

having an address of 190 S. LaSalle Street, 7th Floor, Chicago, IL 60603