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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
POWELL GOLDSTEIN
1201 W PEACHTREE ST NW
ATLANTA GA 30309
BY: ZJM, DEPUTY - MA 5 P.

This Instrument Was Prepared By
And After Recording Return To:
Jessica L. Hill, Esq.
Powell Goldstein, LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309

[SPACE ABOVE RESERVED FOR RECORDER'S USE]

Cross Reference: (i) Document No. 7344545;
(ii) Document No. 7344546; and
(iii) Document No. 7480338

ASSIGNMENT OF INTEREST IN LOAN DOCUMENTS
(Salt Lake County, Utah)

THIS ASSIGNMENT OF INTEREST IN LOAN DOCUMENTS ("**Assignment**") is made as of May 5, 2005, by LIFE INSURANCE COMPANY OF GEORGIA, a Georgia corporation ("**Assignor**"), in favor of RELIASTAR LIFE INSURANCE COMPANY, a Minnesota corporation ("**Assignee**").

WITNESSETH:

A. Assignor is the legal and equitable owner and holder of a ninety-five percent (95%) participation interest ("**Participation**") in a mortgage loan ("**Loan**") originated by Union Central Life Insurance Company, an Ohio corporation ("**Originating Lender**"), in the original principal amount of \$2,000,000.00 made to Goodman Oquirrh, LLC, a Washington limited liability company ("**Borrower**") as evidenced, in part, by a Promissory Note in that amount dated May 5, 1999 ("**Note**").

B. Originating Lender sold the Participation to Assignor, effective July 22, 1999, and issued to Assignor a Single Loan Participation Certificate for the Participation ("**Certificate**").

[ING No. 990123]

C. The Assignor is the legal and equitable owner and holder of an undivided ninety-five percent (95%) interest in the Loan and the indebtedness thereunder, the Note, the collateral security and all documents relating to the Loan ("*Loan Documents*"), including, without limitation, the environmental indemnity agreement, any guaranties, and the following:

(i) Deed of Trust, Financing Statement and Security Agreement, dated May 5, 1999, executed by Borrower in favor of Originating Lender, filed for record May 5, 1999 in the County Recorder's Office ("*Recorder's Office*") in and for Salt Lake County ("*County*"), Utah, as Document No. 7344545, encumbering certain improved real property ("*Mortgaged Property*") situated in the County, as more particularly described on Exhibit 1 attached hereto and made a part hereof ("*Mortgage*"); and

(ii) Assignment of Leases and Rents dated May 5, 1999, executed by Borrower in favor of Assignor, filed for record May 5, 1999, in the Recorder's Office in and for the County, as Document No. 7344546 ("*Assignment of Leases*").

D. Originating Lender sold, assigned, granted, transferred, set over and conveyed to Assignor an undivided ninety-five percent (95%) interest in the Loan Documents pursuant to that certain Assignment of Loan Documents dated July 22, 1999, filed for record October 1, 1999 in the Recorder's Office in and for the County, as Document No. 7480338 ("*Prior Assignment*").

E. Assignor and Assignee desire that the Participation and undivided ninety-five percent (95%) interest of Assignor in the Loan, the Note and the Loan Documents, including, without limitation, the Mortgage and the Assignment of Leases be assigned to Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, grant, transfer, set over and convey to Assignee, its successors and assigns, without recourse, the Participation, the Certificate and its entire undivided ninety-five percent (95%) interest in the Loan, the Note, the Mortgage, the Assignment of Leases and all other Loan Documents.

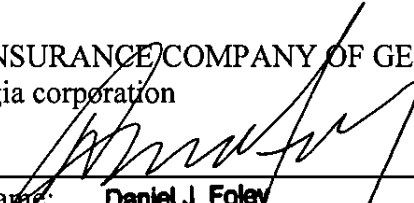
2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. This Assignment shall be governed by and construed in accordance with the laws of the State in which the real property portion of the Mortgaged Property is located.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Interest in Loan Documents to be effective as of the day and year first above mentioned.

ASSIGNOR:

LIFE INSURANCE COMPANY OF GEORGIA,
a Georgia corporation

By: 
Print Name: Daniel J. Foley
Its: Vice President, Investments

Attest: 
Print Name: Daniel F. Hinkel
Its: Assistant Secretary

KEM

[ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE]

STATE OF GEORGIA, County of Fulton) ss:

On this date, May 5, 2005 personally appeared before me Daniel J. Foley and Daniel F. Hinkel who being by me sworn did say, that they are the VP Investments and Asst. Secretary, respectively, of LIFE INSURANCE COMPANY OF GEORGIA, a Georgia corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said VP Investments and Asst. Secretary acknowledged to me that said corporation executed the same.

Deborah Reinhardt
NOTARY PUBLIC

My Commission Expires: May 16, 2006

[AFFIX NOTARIAL SEAL]



[ING No. 990123]

EXHIBIT 1

Legal Description

(Goodman Oquirrah)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Salt Lake County, Utah, and being more particularly described as follows:

PARCEL 1 (Fee Simple Estate):

COMMENCING at the Southeast corner of Lot 8, Block 36, Plat "B" Salt Lake City Survey, West 25 rods; thence North 5 rods; thence East 5 rods; thence North 5 rods; thence East 20 rods; thence South 10 rods to the beginning, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH a right of way for a storm sewer over and through the following described property:

COMMENCING at a point 5 rods West of the Southeast corner of Lot 3, Block 36, Plat "B" Salt Lake City Survey and running thence West 15 rods to 3rd East Street; thence North 9 1/2 feet; thence East 15 rods to a point on the Grantor's East boundary 9 1/2 feet North of the place of beginning, thence South 9 1/2 feet to the place of BEGINNING.

The above described property also known by the street address of: 350 South 400 East, Salt Lake City, Utah 84111

PARCEL 2 (Easement Estate):

An Easement for parking, access, utilities and other purposes as established by that certain Easement and Use Restrictions Agreement dated May 8, 1998 and recorded May 8, 1998 as Entry No. 6957459 of Official Records, and encumbering the following parcel:

BEGINNING at a point 155.5 feet South from the Northwest corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey, and running thence East 165 feet; thence North 73.00 feet; thence East 82.5 feet; thence South 82.5 feet; thence West 247.5 feet; thence North 9.5 feet to the point of beginning.

The above described property also known by the street address of: 305 South 400 East, Salt Lake City, Utah 84111

Tax Serial # 2205301002