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04/25/2013 12:33 PM \$17.00
Book - 10131 Pg - 2089-2092
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: EAP, DEPUTY - WI 4 P.

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

SSL Law Firm LLP
575 Market Street, Suite 2700
San Francisco, CA 94105
Attention: Michael Kiskinen

Loan Number: 706109125
TAX PARCEL NO. 21-26-401-006

ASSIGNMENT OF DEED OF TRUST AND SECURITY AGREEMENT

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC, a Delaware limited liability company, whose address is c/o Prudential Asset Resources, Inc., 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201 ("**Assignor**"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to **PRUDENTIAL U.S. COMMERCIAL REAL ESTATE LOAN TRUST**, a Delaware statutory trust, whose address is c/o Prudential Asset Resources, Inc., 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, Attention: Asset Management Department; Reference Loan No. 706109125 ("**Assignee**"), its successors, participants and assigns, all right, title and interest of Assignor in and to that certain DEED OF TRUST AND SECURITY AGREEMENT given by **TALAVERA AT THE JUNCTION, LLC**, a Utah limited liability company, having its principal office and place of business at 595 South Riverwoods Parkway, Suite 400, Logan, Utah 84321 ("**Borrower**") dated as of even date herewith and recorded on April 25, 2013 in the Real Estate Records of Salt Lake County, Utah, in Book 10131, Page 2065, as Instrument 11626279, securing the payment of a certain Promissory Note of even date therewith, in the original principal amount of TWENTY THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 U.S. DOLLARS (\$23,500,000.00) made by 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 Assignor 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; and

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 governed in all respects by the laws of the State of Utah and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]


{2266-0046/00315223;2}
Loan No. 706109125
Talavera at The Junction, LLC
Deed of Trust Assignment
14912211v.3 / 28227-000010

Ent 11626281 BK 10131 PG 2089

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the 25 day of April, 2013.

ASSIGNOR:

**PRUDENTIAL MORTGAGE CAPITAL
COMPANY, LLC**, a Delaware limited liability
company

By: 
Name: **MICHAEL B. JAMESON**
Title: **VICE PRESIDENT**

[Notary Acknowledgement follows on the next page.]

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On April 23, 2013 before me, CATHRYN WILLIAMS, Notary Public, personally appeared MICHAEL B. JAMESON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Cathryn Williams
SIGNATURE OF NOTARY



EXHIBIT A

LEGAL DESCRIPTION

The real property referred to in this document is situated in Salt Lake County, State of Utah and is described as follows:

PARCEL 1:

Lot 3A, **THE JUNCTION AT MIDVALE-WEST RESIDENTIAL PLAT LOT 3 AMENDED**, according to the official plat thereof, filed in Book "2010P" of Plats, at Page 171 of the Official Records of the County Recorder of Salt Lake County, State of Utah.

PARCEL 2:

A non-exclusive easement for vehicle and pedestrian ingress and egress, and for the placement, repair and maintenance of underground utilities, appurtenant to **PARCEL 1** described herein, as created by that certain Access And Utility Easement recorded February 25, 2011 as Entry No. 11141113, in Book 9907, at Page 8174 of the Official Records of the County Recorder of Salt Lake County, State of Utah, over the following described tract of land (as provided for in said instrument), to-wit: Beginning at a point being West 1716.12 feet and South 540.69 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 18°30'57" East 8.17 feet; thence South 74°15'32" West 243.19 feet; thence Southeasterly 67.83 feet along the arc of a 509.49 foot radius curve to the right (center bears South 77°19'21" West and the chord bears South 08°51'48" East 67.78 feet with a central angle of 07°37'41"); thence South 05°11'32" East 30.15 feet; thence Southerly 45.21 feet along the arc of a 228.50 foot radius curve to the right (center bears South 84°48'28" West and the chord bears South 00°28'34" West 45.14 feet with a central angle of 11°20'13"); thence South 06°08'41" West 76.93 feet; thence Southeasterly 72.76 feet along the arc of a 163.38 foot radius curve to the left (center bears South 83°30'58" East and the chord bears South 06°16'27" East 72.16 feet with a central angle of 25°30'59"); thence South 77°27'29" West 74.50 feet; thence Northeasterly 30.64 feet along the arc of a 20.00 foot radius curve to the left (center bears North 14°05'38" West and the chord bears North 32°01'17" East 27.73 feet with a central angle of 87°46'11"); thence Northwesterly 70.90 feet along the arc of a 217.38 foot radius curve to the right (center bears North 77°47'50" East and the chord bears North 02°51'34" West 70.58 feet with a central angle of 18°41'12"); thence North 06°08'41" East 76.93 feet; thence Northerly 34.53 feet along the arc of a 174.50 foot radius curve to the left (center bears North 83°51'19" West and the chord bears North 00°28'34" East 34.47 feet with a central angle of 11°20'13"); thence North 05°11'32" West 30.15 feet; thence Northwesterly 56.61 feet along the arc of a 455.49 foot radius curve to the left (center bears South 84°57'02" West and the chord bears North 08°36'37" West 56.58 feet with a central angle of 07°07'17"); thence Northwesterly 27.57 feet along the arc of a 17.50 foot radius curve to the left (center bears South 77°58'19" West and the chord bears North 57°09'42" West 24.81 feet with a central angle of 90°16'03"); thence South 74°15'32" West 1.05 feet; thence North 15°44'28" West 35.03 feet; thence North 74°15'32" East 282.63 feet; thence South 18°30'57" East 44.55 feet; thence North 74°15'32" East 29.53 feet to the point of beginning.

PARCEL 3:

The non-exclusive easements, appurtenant to **PARCEL 1** described herein, for the purposes described in that certain Declaration For South Bingham Junction recorded November 20, 2007 as Entry No. 10281127, in Book 9539, at Page 7037 of the Official Records of the Salt Lake County Recorder.