When recorded, please return to:

Zions First National Bank Real Estate Department One South Main Street, Suite 1450 Salt Lake City, Utah 84133 Attn: Ronald M. Frandsen, Esq., Portfolio Manager 11263057 10/18/2011 1:20:00 PM \$21.00 Book - 9958 Pg - 9621-9625 Gary W. Ott Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 5 P.

Tax Parcel I.D. Nos.: 15-32-276-029-0000, 15-32-276-030-0000, 15-32-276-033-0000, 15-32-276-034-0000, 15-32-277-028-0000, 15-32-277-029-0000, 15-32-277-035-0000, 15-32-277-048-0000, 15-32-276-049-0000, 15-32-276-049-0000,

ASSIGNMENT OF DEED OF TRUST AND ASSIGNMENT OF ASSIGNMENT OF RENTS AND LEASES

Reference is hereby made to that certain Promissory Note ("<u>Lender's Note</u>") identified on <u>Schedule A-1</u> attached hereto and by this reference incorporated herein, executed and delivered by **UTAH COMMUNITY REINVESTMENT CORPORATION**, a Utah nonprofit corporation, ("<u>Assignor</u>") to **ZIONS FIRST NATIONAL BANK**, having its main office at One South Main Street, Salt Lake City, Utah 84111 ("<u>Assignee</u>").

Know all Persons by these Presents, that Assignee does hereby assign, as security for the performance by Assignor of all of its obligations under the Lender's Note, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (including, without limitation, its right, title and interest as Lender under the Loan Agreement described below) the deed of trust and the assignment of rents and leases, identified on Schedule A-2 attached hereto and by this reference incorporated herein (as such documents may have been amended, modified, spread, consolidated and/or reduced, collectively hereinafter referred to as the "Documents"), together with the corresponding notes and indebtedness described in and secured by such Documents and any money due or to become due thereunder with interest (which loans and indebtedness are more particularly described in that certain Loan Agreement identified on attached Schedule A-3, by and between Assignor and the Borrower thereunder (the "Loan Agreement").

Assignor hereby certifies that it has not heretofore assigned any of its right, title or interest in, to or under the Documents.

The Documents encumber the real property described more particularly on <u>Exhibit A</u> attached hereto.

ACCOMMODATION RECORDING ONLY FIRST AMERICAN TITLE INSURANCE COMPANY MAKES NO REPRESENTATION AS TO CONDITION OF TITLE, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR VALIDITY, SUFFICIENCY OR AFFECT OF DOCUMENT. This Assignment of Deed of Trust and Assignment of Assignment of Rents and Leases is dated and effective as of September 30, 2004.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed as of the date and year first written above.

UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation

By:

Steven L. Graham, President

STATE OF UTAH) : ss. COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this <u>30</u> day of September, 2004, by Steven L. Graham, the President of UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation.

NOTARY PUBLIC AND SEAL

Notary Public
MYRNA F. WDLF
756 South 200 East, Suite A
Salt Lake City, Utah 84111
My Commission Expires
October 10, 2004
State of Utah

SCHEDULE A-1

Lender's Note: Promissory Note in the amount of \$3,216,000.00 dated September 20, 2004, executed and delivered by UTAH COMMUNITY REINVESTMENT CORPORATION to ZIONS FIRST NATIONAL BANK.

SCHEDULE A-2

- Deed of Trust, Security Agreement and Assignment of Rents and Leases, dated as of September 20, 2004, made by WILLOW PARK ASSOCIATES, LLC, a Utah limited liability company, as Trustor, to ASSOCIATED TITLE INSURANCE AGENCY, LLC whose address is 5434 South Freeway Park Drive, Riverdale, UT 84405, as Trustee, in favor of UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah non-profit corporation, whose address is 475 East 200 South, Suite 120, Salt Lake City, Utah 84111, as Beneficiary, to secure the original aggregate principal amount of \$3,216,000.00, recorded on the 1410 day of September, 2004 in the official real estate records of the Salt Lake County Recorder, State of Utah, as Entry No. 11250 in Book 1045 at Page 61500 et seq.
- Assignment of Rents and Leases, dated as of September 30, 2004, made by WILLOW PARK ASSOCIATES, LLC, a Utah limited liability company, as Trustor, to ASSOCIATED TITLE INSURANCE AGENCY, LLC, whose address is 5434 South Freeway Park Drive, Riverdale, UT 84405, as Trustee, in favor of UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah non-profit corporation, whose address is 475 East 200 South, Salt Lake City, Utah 84111, as Beneficiary, to secure the original aggregate principal amount of \$3,216,000.00, recorded on the 4th day of September, Corporation, whose address is 2004 in the official real estate records of the Salt Lake County Recorder, State of Utah, as Entry No. 997436 in Book 9048 at Page 5333 et seq.

SCHEDULE A-3

Loan Agreement: Loan Commitment and Agreement dated February 7, 2003, as subsequently amended as of May 13, 2003, by and between **UTAH COMMUNITY REINVESTMENT CORPORATION**, as Lender, and WILLOW PARK ASSOCIATES, LLC, a Utah limited liability company, in connection with a term loan in the amount of \$3,216,000.00.

EXHIBIT "A"

(Legal Description of the Property)

PROPERTY located in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL NUMBER 1:

A part of the Northeast Quarter of Section 32, Township 1 South, Range 1 West, of the Salt Lake Base and Meridian, described as follows:

Beginning at a point on the North Right of Way line of 3800 South Street located South 89°55'20" West 990.00 feet and North 25.00 feet from the East Quarter corner of said section, and running thence South 89°55'20" West 190.00 feet along said North Right of Way line; thence North 129.75 feet; thence South 89°55'20" West 140.00 feet; thence North 749.25 feet; thence North 89°57'00" East 330.00 feet to the West line of the Deseret Subdivision; thence South 878.84 feet along said West line to the point of beginning.

PARCEL NUMBER 2:

Easement rights only, as defined in and created by that certain Easement recorded May 21, 2003 as entry number 8658142 of official records, described as follows;

A non-exclusive easement for the construction, maintenance, operation, repair and replacement of a sanitary sewer outfall line and necessary components thereof, fifteen (15) feet in width, seven and one-half (7.5) feet on each side of the following described centerline:

A part of the Northeast Quarter of Section 32, Township 1 South, Range 1 West of the Salt Lake Base and Meridian,

Beginning at a point on the Grantor's South Property Line located South 89°55'20" West 990.00 feet and North 00°00'00" East 903.84 feet and South 89°57'00" West 303.00 feet from the East Quarter Corner of said section; running thence North 00°00'00" East 305.47 feet; thence North 64°15'19" East 116.55 feet to the South right-of-way line of 3650 South Street and the end of said easement.

PARCEL NUMBER 3:

Easement rights only, as defined in and created by that certain Emergency Access Easement recorded May 21, 2003 as entry number 8658143 of official records, described as follows;

A non-exclusive easement for emergency ingress and egress for pedestrian and vehicular traffic, fifteen (15) feet in width, seven and one-half (7.5) feet on each side of the following described centerline:

A part of the Northeast Quarter of Section 32, Township 1 South, Range 1 West of the Salt Lake Base and Meridian,

Beginning at a point on the Grantor's South Property Line located South 89°55'20" West 990.00 feet and North 00°00'00" East 903.84 feet and South 89°57'00" West 303.00 feet from the East Quarter Corner of said section; running thence North 00°00'00" East 305.47 feet; thence North 64°15'19" East 116.55 feet to the South right-of-way line of 3650 South Street and the end of said easement.