

PREPARED BY AND
RECORDING REQUESTED BY

Jaclyn Enyart
Principal Commercial Capital
801 Grand Avenue
Des Moines, Iowa 50392
Loan No. 758301

896921-7 DxE
03-036 - 0115, 0116,
0117, 0118

CROSS REFERENCE:

Original Filing:
Filed in Davis County, UT as Instrument No.
E3153027 B 7238 P 885-905 filed on
4/10/2019

E 3182963 B 7335 P 1592-1596
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/28/2019 02:09 PM
FEE \$40.00 Pgs: 5
DEP RTT REC'D FOR C S C

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

THIS ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this "**Assignment**"), dated as of the 22nd day of August, 2019, by MUFG UNION BANK, N.A., A NATIONAL BANKING ASSOCIATION, D/B/A MUFG PRINCIPAL COMMERCIAL CAPITAL ("**Assignor**"), having an address at c/o Principal Real Estate Investors, LLC, 801 Grand Avenue, Des Moines, Iowa 50392-0490, in favor of Wells Fargo Bank, National Association, as Trustee, for the benefit of the Holders of CD 2019-CD8 Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2019-CD8 ("**Assignee**"), having an address at 9062 Old Annapolis Road, Columbia, Maryland 21045.

WITNESSETH:

WHEREAS, Assignor is the holder of that certain Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated as of April 10, 2019, executed by COMMUNITY CENTERS OF AMERICA-AUBURN, LLC and MA MOSS BP, LLC, each a Delaware limited liability company, as tenants in common (collectively, "**Borrower**") in favor of Assignor and recorded on April 10, 2019, as Instrument No. E 3153027 B 7238 P 885-905, in the official records of Davis County, Utah (as same may be amended, modified, renewed, added to and changed from time to time, the "**Security Agreement**") secured by real property (the "**Property**") described and set forth in **Exhibit A** annexed hereto and made a part hereof;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Security Agreement.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor the receipt and legal sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. **Assignment.** Assignor hereby grants, bargains, sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Security Agreement, including, without limitation, all of Assignor's right, title and interest in and to and any moneys that may become due thereunder, TO HAVE AND TO HOLD UNTO ASSIGNEE, its successors and assigns, forever, without any recourse, representation or warranty of any kind, express or implied, except as may be otherwise agreed to by the Assignor and Assignee in writing.

2. The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

3. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OR COMMONWEALTH IN WHICH THE PROPERTY IS LOCATED.

4. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

5. This Assignment may be executed in one or more counterparts (and by different parties in separate counterparts), each of which shall be an original but all of which together shall constitute one and the same instrument.

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

7. Assignor hereby agrees to execute and deliver such other assignments, instruments, agreements or other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of; the assignment made hereunder.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR:

MUFG UNION BANK, N.A., a national banking association, d/b/a MUFG Principal Commercial Capital


Witnessed by: 
Name: Katie Chan

By: 
Name: Philip R. Miller
Title: Managing Director

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On the 5th day of April, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Philip R. Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

(SEAL)


Notary Public in and for the State
of New York

PRISCILLA R COLEMAN DYKES
Notary Public - State of New York
No. 01CO8197368
Qualified in New York County
My Commission Expires December 1, 2020



EXHIBIT A

LEGAL DESCRIPTION

Loan No. 758301

Real property in the City of Bountiful, County of Davis, State of Utah, described as follows:

PARCEL 1:

BEGINNING AT A POINT NORTH 89°44'04" EAST 166.96 FEET AND SOUTH 0°15'56" EAST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL, AND RUNNING THENCE NORTH 89°44'04" EAST 231.75 FEET; THENCE SOUTH 0°15'56" EAST 67.25 FEET; THENCE NORTH 89°44'04" EAST 9.01 FEET; THENCE SOUTH 0°15'56" EAST 80.55 FEET; THENCE NORTH 89°44'04" EAST 141.01 FEET; THENCE NORTH 0°15'56" WEST 5.00 FEET; THENCE NORTH 89°44'04" EAST 110.13 FEET; THENCE SOUTH 0°09'34" WEST 267.98 FEET; THENCE SOUTH 69°34'33" WEST 88.28 FEET; THENCE NORTH 80°58'26" WEST 162.70 FEET; THENCE NORTH 67°12'26" WEST 88.10 FEET; THENCE SOUTH 59°37'34" WEST 87.00 FEET; THENCE SOUTH 86°28'33" WEST 86.97 FEET; THENCE NORTH 0°09'34" EAST 161.09 FEET; THENCE SOUTH 89°44'01" WEST 173.54 FEET; THENCE NORTH 0°09'34" EAST 93.43 FEET; THENCE NORTH 89°44'04" EAST 168.33 FEET; THENCE NORTH 0°15'56" WEST 174.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT NORTH 89°44'04" EAST 398.71 FEET AND SOUTH 0°15'56" EAST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL AND RUNNING THENCE NORTH 89°44'04" EAST 261.21 FEET; THENCE SOUTH 0°09'34" WEST 142.80 FEET; THENCE SOUTH 89°44'04" WEST 110.13 FEET; THENCE SOUTH 0°15'56" EAST 5.0 FEET; THENCE SOUTH 89°44'04" WEST 141.01 FEET; THENCE NORTH 0°15'56" WEST 80.55 FEET; THENCE SOUTH 89°44'04" WEST 9.01 FEET; THENCE NORTH 0°15'56" WEST 67.25 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT SOUTH 0°09'34" WEST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY; RUNNING THENCE NORTH 89°44'04" EAST 167.04 FEET; THENCE SOUTH 0°15'56" EAST 174.50 FEET; THENCE SOUTH 89°44'04" WEST 168.33 FEET; THENCE NORTH 0°09'34" EAST 174.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

PARCEL 4:

BEGINNING AT A POINT SOUTH 0°09'34" WEST 278.93 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL, AND RUNNING THENCE NORTH 89°44'01" EAST 173.54 FEET; THENCE SOUTH 0°09'34" WEST 161.09 FEET; THENCE SOUTH 86°28'33" WEST 43.63 FEET; THENCE NORTH 72°14'26" WEST 42.40 FEET; THENCE NORTH 88°41'25" WEST 89.60 FEET; THENCE NORTH 0°09'34" EAST 147.99 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.1: 03-036-0115
Tax Parcel No.2: 03-036-0116
Tax Parcel No.3: 03-036-0117
Tax Parcel No.4: 03-036-0118

**Return to:
Corporation Service Company
Post Office Box 2969
Springfield, IL 62708**

EXHIBIT A