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12/30/2016 4:45:00 PM \$158.00
Book - 10517 Pg - 1140-1146
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 7 P.

When recorded, return to:

Cornelius R. O'Brien, Esquire
Troutman Sanders LLP
Post Office Box 1122
Richmond, Virginia 23218-1122
CT-87692-AF

Solameer Apartments

ASSIGNMENT OF SECURITY INSTRUMENT
(MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING)

BERKADIA COMMERCIAL MORTGAGE LLC, a Delaware limited liability company, whose address is 323 Norristown Road, Suite 300, Ambler, Pennsylvania 19002, Attn: Servicing - Executive Vice President ("**Lender**"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns and delivers to **FANNIE MAE**, a corporation organized under the laws of the United States of America, whose address is c/o Berkadia Commercial Mortgage LLC, 323 Norristown Road, Suite 300, Ambler, Pennsylvania 19002, Attn: Servicing - Executive Vice President, its successors, participants and assigns, all right, title and interest of Lender in and to the following:

A Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, among Solameer Partners, LLC, a Utah limited liability company, Robert Hawkes Real Estate, LLC, a Utah limited liability company and Sharlene Hawkes Real Estate, LLC, a Utah limited liability company, as tenants-in-common (individually and collectively, "**Borrower**"), Cottonwood Title Insurance Agency, Inc., as Trustee, and Lender, as Beneficiary, dated as of the 29th day of December, 2016, and recorded immediately prior hereto, in the Official Records of Salt Lake County, Utah, securing the payment of a Multifamily Note, dated as of the 29th day of December, 2016, in the original principal amount of \$21,432,000.00 made by the Borrower, payable to the order of Lender, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

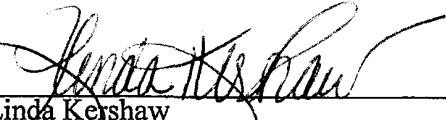
Together with any and all notes and obligations therein described, the debt secured thereby and all sums of money due and to become due thereon, with the interest provided for therein, and hereby irrevocably appoints assignee hereunder its attorney to collect and receive such debt, and to foreclose, 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 governed in all respects by the laws of the state in which the aforementioned instrument was recorded and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

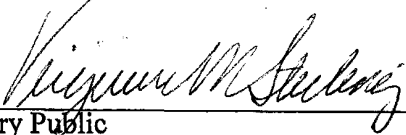
IN WITNESS WHEREOF, Lender has caused its name to be signed hereto by Linda Kershaw, its Authorized Representative, and does hereby appoint said Linda Kershaw its authorized officer to execute, acknowledge and deliver these presents on its behalf, all done as of this 29th day of December, 2016.

**BERKADIA COMMERCIAL MORTGAGE
LLC, a Delaware limited liability company**

By: 
Linda Kershaw
Authorized Representative

STATE OF Pennsylvania)
COUNTY OF Montgomery) ss:

On the 30th day of December, 2016, personally appeared before me Linda Kershaw, Authorized Representative of Berkadia Commercial Mortgage, LLC, a Delaware limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for and on behalf of said limited liability company.


Notary Public
Residing at Montgomery County, Pennsylvania

My Commission Expires: 9-22-2017

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Virginia M. Sterling, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Sept. 22, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**EXHIBIT A
TO THE ASSIGNMENT OF SECURITY INSTRUMENT**

Lots 1001 thru 1134 inclusive, Lot B, all Common Area (including Private Streets) and Limited Common Area, as established, referenced, and contained within HERRIMAN TOWNES PHASE 1, as the same is identified in the Plat recorded in Salt Lake County, Utah as Entry No. 11859698 in Book 2014P of Plats at Page 122 of the official records of the County Recorder of Salt Lake County, Utah and in the Solameer Recreational Amenities Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811681 in Book 10214 at Page 4752, and in the Declaration of Covenants, Conditions and Restrictions for Solameer Townhomes (a part of the planned Solameer Properties Development) recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811782 in Book 10214 at Page 5477, and in the Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements, and Bylaws for Solameer Apartments (a part of the planned Solameer Properties Development) recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811812 in Book 10214 at Page 5815; excluding, however, any portion of Lot A within the aforementioned Plat and Declarations.

Said property is also described by survey as follows:

Commencing at a point which lies North 00°20'50" East along the quarter section line, a distance of 53.00 feet and North 89°35'47" West, a distance of 13.21 feet and from the South quarter corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point lies on the Northerly right of way line of 13400 South Street; and traversing thence North 89°35'47" West, a distance of 537.91 feet along said Northerly right of way line; thence North 00°11'38" East, a distance of 228.86 feet; thence North 55°39'37" East, a distance of 102.86 feet; thence along an arc 26.90 feet to the right, having a radius of 62.50 feet, the chord of which is North 67°59'33" East, for a distance of 26.70 feet to a point of reverse curvature; thence along an arc 14.78 feet to the left, having a radius of 10.00 feet, the chord of which is North 37°58'37" East, for a distance of 13.47 feet to a point of compound curvature; thence along an arc 29.62 feet to the left, having a radius of 85.00 feet, the chord of which is North 14°21'18" West, for a distance of 29.48 feet; thence North 24°20'23" West, a distance of 2.20 feet; thence along an arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is North 52°27'55" West, for a distance of 9.43 feet to a point of reverse curvature; thence along an arc 7.64 feet to the right, having a radius of 35.00 feet, the chord of which is North 74°20'23" West, for a distance of 7.62 feet to a point of reverse curvature; thence along an arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is South 83°47'09" West, for a distance of 9.43 feet; thence North 34°20'23" West, a distance of 30.00 feet; thence along a non-tangent arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is North 27°32'05" East, for a distance of 9.43 feet to a point of reverse curvature; thence along an arc 11.35 feet to the right, having a radius of 35.00 feet, the chord of which is North 08°42'00" East, for a distance of 11.30 feet to a point of reverse curvature; thence along an arc 9.13 feet to the left, having a radius of 10.00 feet, the chord of which is North 08°10'29" West, for a distance of 8.82 feet; thence North 34°20'23" West, a distance of 76.01 feet; thence along an arc 11.19 feet to the left, having a radius of 382.50 feet, the chord of which is North 35°10'40" West, for a distance of 11.19 feet; thence along a non-tangent arc 15.89 feet to the left, having a radius of 25.00 feet, the chord of which is North 54°13'34" West for a distance of 15.63 feet; thence along an arc 196.95 feet to the left, having a radius of 795.00 feet, the chord of which is North 46°37'08" East, for a distance of 196.45 feet; thence North 39°31'18" East, a distance of 13.60 feet to a point which lies on the Southerly right of way line of Herriman Rose Boulevard; thence along said Southerly right of way line the following four (4) courses: (1) along a 15.00 foot radius curve to the right, a distance of 21.79 feet, the chord of which is North 81°07'49" East, for a distance of 19.92 feet to a point of reverse curvature, (2) along a 366.00 foot curve to the left, a distance

of 207.89 feet, the chord of which is South 73°32'01" East, for a distance of 205.11 feet, (3) South 89°48'22" East, a distance of 159.86 feet, (4) along a 20.00 foot radius curve to the right, a distance of 31.42 feet, the chord of which is South 44°48'22" East, for a distance of 28.28 feet to a point which lies on the Westerly right of way line of 5195 West Street; thence along said Westerly right of way line the remaining courses: (1) South 00°11'38" West, a distance of 532.52 feet, (2) along a 20.00 foot radius curve to the right, a distance of 31.49 feet, the chord of which is South 45°17'56" West, for a distance of 28.34 feet to the point of beginning.

Lot No.	Parcel No.		
1001	26-36-376-014		
1002	26-36-376-013		
1003	26-36-376-012		
1004	26-36-376-011		
1005	26-36-376-010		
1006	26-36-376-019		
1007	26-36-376-018		
1008	26-36-376-017		
1009	26-36-376-016		
1010	26-36-376-015		
1011	26-36-376-020		
1012	26-36-376-021		
1013	26-36-376-022		
1014	26-36-376-023		
1015	26-36-376-024		
1016	26-36-376-025		
1017	26-36-376-026		
1018	26-36-376-027		
1019	26-36-376-028		
1020	26-36-376-029		
1021	26-36-376-030		
1022	26-36-376-031		
1023	26-36-376-032		
1024	26-36-376-033		
1025	26-36-376-034		
1026	26-36-376-035		
1027	26-36-376-036		
1028	26-36-376-037		
1029	26-36-376-038		
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1106	26-36-376-124		
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1134	26-36-376-144		
B	26-36-376-052		
Common Area	26-36-376-145		