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E# 3171010 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
27-Jul-21 0854 AM FEE \$40.00 DEP PC\  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

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

BERKADIA COMMERCIAL MORTGAGE LLC, as Assignor

to

BRC MULTIFAMILY BRIDGE LOAN FUND LP, as Assignee

141954 - MCF

Dated: As of July 22, 2021  
Location: 5030 Harrison Boulevard  
Ogden, Utah 84403  
County: Weber  
Parcel Identification  
Number: 07-002-0020

THIS DOCUMENT PREPARED BY AND  
UPON RECORDATION RETURN TO:

Siobhan M. O'Donnell  
Ballard Spahr LLP  
2029 Century Park East, Suite 1400  
Los Angeles, California 90067

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

KNOW THAT BERKADIA COMMERCIAL MORTGAGE LLC, a Delaware limited liability company, having an address at 521 Fifth Avenue, 20<sup>th</sup> Floor, New York, New York 10175 (together with its successors and assigns, "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns and transfers to BRC MULTIFAMILY BRIDGE LOAN FUND LP, a Delaware limited partnership, together with its successors and assigns, having an address at c/o Berkadia Commercial Mortgage LLC, 323 Norristown Road, Suite 300, Ambler, PA 19002 (together with its successors and assigns, "Assignee"), all right, title and interest of Assignor in, to and under or arising out of those documents described (including the applicable recording information, if available) in Exhibit A attached hereto and made a part hereof (collectively, as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, the "Recorded Loan Documents") which Recorded Loan Documents affect certain real property more particularly described on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

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

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF UTAH.

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.

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.

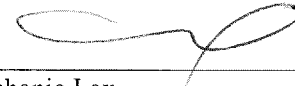
This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, Assignor has duly executed this Assignment, effective as of the 22 day of July, 2021.

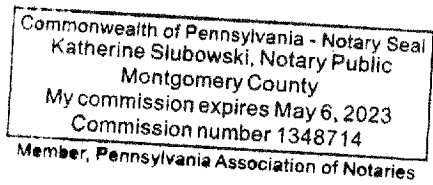
**BERKADIA COMMERCIAL MORTGAGE LLC**, a Delaware limited liability company

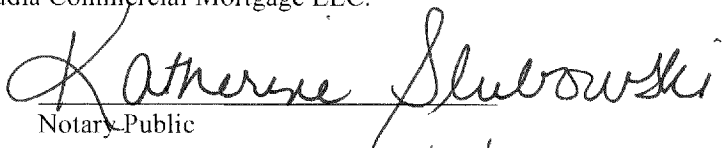
By:  (seal)  
Name: Stephanie Lax  
Title: Authorized Representative

STATE OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this 15th day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephanie Lax, personally known to me or proved to me through satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, as Authorized Representative of Berkadia Commercial Mortgage LLC.



  
Notary Public  
My Commission expires: 5/6/2023

**EXHIBIT A**

1. Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing between JF Vista Partners, LLC, a Utah limited liability company and Berkadia Commercial Mortgage LLC dated as of July 16, 2021 and recorded July 16, 2021 in the official records of Weber County, Utah as Document Number 3168764.

**EXHIBIT B****LEGAL DESCRIPTION**

The following described tract of land in Weber County, State of Utah:

A part of the Northwest quarter of Section 15, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Commencing at the Southwest corner of said Northwest corner of Section 15; thence 784.89 feet North  $00^{\circ}05'51''$  East along the section line; and 633.70 feet South  $89^{\circ}54'09''$  East to the point of beginning being an existing right of way monument and running thence three (3) courses along the East right of way line of Harrison Boulevard (SR-203) according to Highway Right of Way Plans S-162(3) Sheets 4 and 5, as follows: (1) North  $64^{\circ}04'09''$  West 74.20 feet; (2) North  $31^{\circ}27'00''$  West 484.00 feet to a point of curvature; and (3) Northwesterly along the arc of a 1,860.10 foot radius curve to the right a distance of 104.70 feet (Delta Angle equals  $03^{\circ}13'30''$  and Long Chord bears North  $29^{\circ}50'15''$  West 104.69 feet) to the intersection of said East right of way line and the North line of the Southwest quarter of said Northwest quarter; thence South  $89^{\circ}32'00''$  East 739.12 feet to the Southerly right of way line of Old Post Road, to a point of a non-tangent curve, of which the radius point lies North  $48^{\circ}16'26''$  East; thence two (2) courses along said Southerly right of way line as follows: (1) Southeasterly along the arc of a 1,507.66 foot radius curve to the left a distance of 414.62 feet (Delta Angle equals  $15^{\circ}45'25''$  and Long Chord bears South  $49^{\circ}36'17''$  East 413.32 feet); and (2) Southeasterly along the arc of a 854.67 foot radius curve to the right a distance of 23.09 feet (Long Chord bears South  $56^{\circ}42'34''$  East 23.09 feet) to an old existing fence line; thence South  $00^{\circ}28'15''$  West 254.17 feet along said old existing fence line; thence North  $85^{\circ}33'49''$  West 486.78 feet along an old existing fence line and said old fence line extended; thence South  $81^{\circ}13'26''$  West 216.96 feet to the point of beginning.

Informational Note: Tax ID No: 07-002-0020