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09/12/2007 12:19 PM \$87.00
Book - 9514 Pg - 3249-3251
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UCC DIRECT SERVICES
PO BOX 29071
GLENDALE CA 91209
BY: ZJM, DEPUTY - MA 3 P.

RECORDATION REQUESTED BY:

Sterling Bank
P.O. Box 40333
Houston, Texas 77240-0333

WHEN RECORDED MAIL TO:

Selena O. c/o UDS
P.O. Box 29071 12070140
Glendale, CA 91209-9071

3-13

For Recorder's Use Only

082 8265133

ASSIGNMENT OF NOTE AND DEED OF TRUST

THAT the undersigned, Silver State Bank a Nevada state banking association (the "Assignor"), whose mailing address is 1081 Whitney Ranch Drive, Henderson, NV 89014 for valuable consideration in hand to Assignor paid by STERLING BANK (the "Assignee"), whose mailing address is P.O. Box 40333, Houston, Texas 77240-0333, the receipt and sufficiency of all of which are hereby acknowledged, does hereby SELL, TRANSFER, ASSIGN, CONVEY, ENDORSE and DELIVER unto the Assignee, its successors and assigns, that certain Promissory Note in the original principal sum of One Hundred Ninety Two Thousand Dollars and No/100(\$192,000.00) dated August 8, 2007, executed by Rawlings Chiropractic, P.C. (the "Borrowers", whether one or more), and payable to the order of Assignor, said Promissory Note secured by a Deed of Trust, dated August 8, 2007, by and between the Borrowers and the Assignor, duly recorded in the Official Public Records of Real Property of Salt Lake County, state of Utah, under document #10188306, Book 9501 Pg 8987-8995, all upon and against the following described property, to-wit :

See attached Exhibit "A"


The Real Property or its address is commonly known as
891 East 9400 South, Sandy Salt Lake County, Utah 89094

The Assignor hereby sells, assigns, transfers, conveys, endorses and delivers, along with said Promissory Note, said Deed of Trust and all other liens which the Assignor has or holds to secure the payment of said Promissory Note, and any superior title held by the Assignor to, and all of the Assignor's right, title and interest in and to said land, TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, forever. The Assignor warrants and represents that the Assignor is the legal and equitable owner and holder of said Promissory Note, and all liens, security interests and collateral assignments securing the same, subject to no pledge, security interest or encumbrance whatsoever, the Assignor has full power and authority to transfer and assign said Promissory Note, said liens and all other interests covered hereby, that the Assignor has not executed any agreement subordinating or impairing the priority status of any lien or security interest securing said Promissory Note, and that there are no written agreements either amending said Promissory Note, said Deed of Trust or any other security instrument securing said Promissory Note or diminishing or impairing the liability of any maker to timely pay the unpaid principal of said Promissory Note, together with accrued

and unpaid interest thereon, in accordance with the face, tenor, effect and reading of said Promissory Note or any endorser or guarantor thereof or any surety therefor to fully perform his or its obligation in strict accordance with the tenor and reading of the writing creating or evidencing the obligation of such endorser, guarantor or surety.

EXECUTED on 23rd of August, 2007

SILVER STATE BANK

By: 

Name: Marilyn Fantroy

Title: Assistant Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Nevada §

§

COUNTY OF Clark §

§

This instrument was acknowledged before me on August 23rd, 2007 by:

Marilyn Fantroy, Assistant Vice President of,

Silver State Bank a Nevada state banking association.

WITNESS my hand and official seal.


Signature: 
Notary Public



EXHIBIT "A"

Units 511-H, 511-I, 511-J, 511-K, 511-L, 511-M, 511-N, 511-O, 511-P, 511-Q, 511-R, 511-S, 511-T, 511-U, 511-V, 512-H, 512-I, 512-J, 512-K, 512-L, 512-M, 512-N, 512-O, 512-P, 512-Q, 512-R, 512-S, 512-T, 512-U, 512-V, 513-H, 513-I, 513-J, 513-K, 513-L, 513-M, 513-N, 513-O, 513-P, 513-Q, 513-R, 513-S, 513-T, 513-U, 513-V, 514-H, 514-I, 514-J, 514-K, 514-L, 514-M, 514-N, 514-O, 514-P, 514-Q, 514-R, 514-S, 514-T, 514-U, 514-V, 515-H, 515-I, 515-J, 515-K, 515-L, 515-M, 515-N, 515-O, 515-P, 515-Q, 515-R, 515-S, 515-T, 515-U, 515-V, 516-H, 516-I, 516-J, 516-K, 516-L, 516-M, 516-N, 516-O, 516-P, 516-Q, 516-R, 516-S, 516-T, 516-U, 516-V, contained within ASPEN PLAZA COMMERCIAL CONDOMINIUMS, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. 10059465 (as said Map may have heretofore been amended or supplemented) and in the Declaration of Condominium, for Aspen Plaza Commercial Condominiums recorded in Salt Lake County, Utah as Entry No. 10059466, in Book 9054, at Page 9121 (as said Declaration may have heretofore been amended or supplemented), of the Official Records.

Together with: (a) the undivided interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit; (b) the exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit; and (c) the non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Act.