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7/29/2021 4:38:00 PM \$40.00
Book - 11214 Pg - 781-792
RASHELLE HOBBS
Recorder, Salt Lake County, UT
NOVARE NATIONAL SETTLEMENT SRV
BY: eCASH, DEPUTY - EF 12 P.

Freddie Mac Loan Number: 499505794
Property Name: The Wentworth at Parklane

When Recorded Return to:
Bryan Cave Leighton Paisner LLP
Three Embarcadero Center, 7th Floor
San Francisco, CA 94111-4070
Attn.: Harold A. Hagen, Esq.

Tax Parcel Numbers: 16-05-104-001, 16-05-104-002, 16-05-104-003, 16-05-104-004, 16-05-104-005, 16-05-104-006, 16-05-104-007

Space Above for Recorder's Use

MEMORANDUM OF LOAN ASSUMPTION AND MODIFICATION AGREEMENT
(Revised 2-14-2020)

THIS MEMORANDUM OF LOAN ASSUMPTION AND MODIFICATION AGREEMENT ("**Memorandum of Assumption**") is made as of July 29, 2021 by and among by and among UTVN PARKLANE, LLC, a Delaware limited liability company ("**Original Borrower**"), STELLAR PARK LANE, LLC, a Delaware limited liability company ("**New Borrower**"), CAPITAL FUNDING GROUP, INC., a Maryland corporation ("**CFGI**"), and AEW PARTNERS VII, L.P., a Delaware limited partnership ("**AEW**" and, together with CFGI, individually and collectively, as the context may require, "**Original Guarantor**"), EVRETT BENTON, ADAM BENTON and RAY HENDERSON, each an individual (individually and collectively, as the context may require, "**New Guarantor**" and collectively with Original Borrower, New Borrower and Original Guarantor, "**Borrower Parties**"), and U.S. BANK NATIONAL ASSOCIATION, as trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-KF62 ("**Lender**").

RECITALS

- A. Original Borrower obtained a mortgage loan from Wells Fargo Bank, N.A., a national banking association ("**Original Lender**") in the original principal amount of \$14,625,000.00 ("**Loan**").
- B. Lender is the current owner and holder of the Loan, which is evidenced by a Multifamily Note - Floating Rate, dated February 14, 2019, made by Original Borrower and payable to Original Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, "**Note**") and a Multifamily Loan and Security Agreement dated the same date as the Note by and between Original Borrower and Original Lender (as amended from time to time, including by this Assumption Agreement, "**Loan Agreement**").

Freddie Mac Multifamily Asset Management Form
Memorandum of Assumption Agreement

- C. The Loan is secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement (as amended, restated, replaced, supplemented or otherwise modified from time to time, "**Security Instrument**") of even date with the Note, which is recorded in the in the land records of the Property Jurisdiction at Book 10753, Page 2220, as Instrument No. 12934958, which encumbers the Land more particularly described on Exhibit A to this Memorandum of Assumption, together with all other real and personal property encumbered by the Security Instrument and the other Loan Documents ("**Mortgaged Property**").
- D. Each of the undersigned parties is a party to a Loan Assumption and Modification Agreement dated the same date as this Memorandum of Assumption ("**Assumption Agreement**") pursuant to which, among other things, Lender has agreed to consent to transfer of the Mortgaged Property to New Borrower and the assumption by New Borrower of the Note, the Loan Agreement, the Security Instrument and the other Loan Documents (as defined in the Assumption Agreement) and New Borrower has agreed to assume all of Original Borrower's rights, obligations and liabilities created or arising under the Loan Documents.
1. **Assignment and Assumption.** The undersigned parties agree that all obligations under the Note, the Loan Agreement, the Security Instrument and the other Loan Documents secured by the Mortgaged Property have been assumed by New Borrower upon the terms and conditions set forth in the Assumption Agreement. All provisions of the Assumption Agreement are by this reference incorporated into and made a part of this Memorandum of Assumption.
 2. **Counterpart Originals.** This Memorandum of Assumption may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original and all of which taken together will be deemed to be one and the same instrument.
 3. **Modification of Security Instrument.** New Borrower and Lender agree that the provisions of the Security Instrument are modified as set forth in Exhibit B attached hereto and incorporated herein by reference.
 4. **State Specific Requirements.** N/A

Attached Exhibits. The following Exhibits, if marked with an "X", are attached to this Assumption Agreement:

[X] Exhibit A Legal Description of the Land (required)

[X] Exhibit B Modifications to Security Instrument

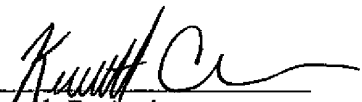
IN WITNESS WHEREOF, the parties have executed this Memorandum of Assumption as of the date written above.

ORIGINAL BORROWER:

UTNV PARKLANE, LLC,
a Delaware limited liability company

By: UTNV HOLDINGS, LLC,
a Delaware limited liability company,
its Manager


By: UTNV PORTFOLIO, LLC
a Delaware limited liability company,
its Manager

By: 
Name: Kenneth R. Assiran
Title: Authorized Signatory

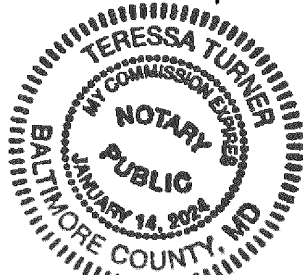
State of Maryland)
County of Baltimore) (or City of Baltimore)

On this the 26 day of July, 2021, before me, the undersigned notary public, personally appeared Kenneth R. Assiran, who acknowledged himself/herself to be the Authorized Signatory of UTNV Portfolio, LLC, a Delaware limited liability company, the Manager of UTNV Holdings, LLC, a Delaware limited liability company, the Manager of UTNV Parklane, LLC, a Delaware limited liability company, and that he/she as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as Authorized Signatory.

In witness whereof I hereunto set my hand and official seal.

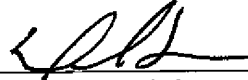
 (Signature of Notary)
Teressa Turner (Typewritten or Printed Name of Notary)
Notary Public
My Commission Expires: 1/14/2024

(SEAL)



ORIGINAL GUARANTOR:


CAPITAL FUNDING GROUP, INC.,
a Maryland corporation

By: 
Name: Daniel S. Baird
Title: COO

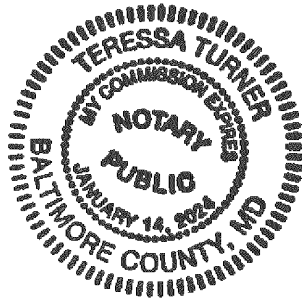
State of Maryland)
County of Baltimore) (or City of Baltimore)

On this the 26 day of July, 2021, before me, the undersigned notary public, personally appeared Daniel S. Baird, who acknowledged himself/herself to be the COO of Capital Funding Group, Inc., a Maryland corporation, and that he/she as such COO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as COO.

In witness whereof I hereunto set my hand and official seal.

 (Signature of Notary)
Teressa Turner (Typewritten or Printed Name of Notary)
Notary Public
My Commission Expires: 1/14/2024

(SEAL)



ORIGINAL GUARANTOR:

AEW PARTNERS VII, L.P.,
a Delaware limited partnership

By: AEW VII, L.P.,
a Delaware limited partnership,
its General Partner

By: AEW PARTNERS VII, INC.
a Delaware corporation,
its General Partner

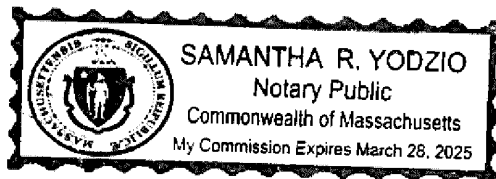
By: [Signature]
Name: Anthony C. Crooks
Title: Vice President

Commonwealth of Massachusetts)
County of Suffolk)

On this 27 day of July, 2021, before me, the undersigned Notary Public, personally appeared Anthony C. Crooks, proved to me through satisfactory evidence of identification, which were personally known (description of satisfactory evidence relied on), to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose as Vice President of AEW Partners VII, Inc., a Delaware corporation, the General Partner of AEW VII, L.P., a Delaware limited partnership, the General Partner of AEW Partners VII, L.P., a Delaware limited partnership.

[Signature]
(Official Signature of Notary)
Samantha Yodzio
(Printed or Typed Name of Notary),
My commission expires: 3/28/2025.

(OFFICIAL SEAL)



NEW BORROWER:

STELLAR PARK LANE, LLC,
a Delaware limited liability company

By: Stellar VII LLC, a Utah limited liability
company, its Manager

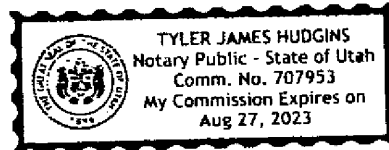
By: [Signature]
Name: Adam Benton
Its: Managing Member

State of Utah)
) SS.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this July 23, 2021, by
ADAM BENTON as Managing Member of Stellar VII LLC, a Utah limited liability
company, the Manager of Stellar Park Lane, LLC, a Delaware limited liability company.

(SEAL)

[Signature]
(Signature of Person Taking Acknowledgment)
Title: NOTARY PUBLIC
My commission expires: AUG 27, 2023
Residing at: SALT LAKE COUNTY, UTAH



NEW GUARANTOR:

E. Benton

EVRETT BENTON, an individual

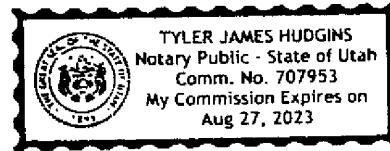
State of Utah)
) SS.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this July 23, 2021, by Evrett Benton.

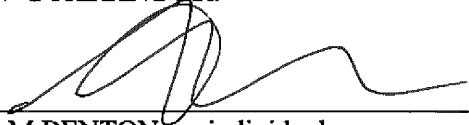
(SEAL)

[Handwritten Signature]

(Signature of Person Taking Acknowledgment)
Title: NOTARY PUBLIC
My commission expires: AUG 27, 2023
Residing at: SALT LAKE COUNTY, UTAH



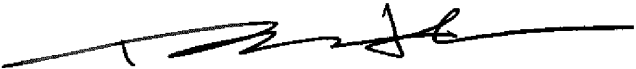
NEW GUARANTOR:

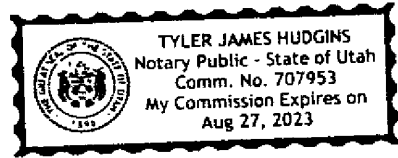

ADAM BENTON, an individual

State of Utah)
) SS.
County of SALT LAKE)


The foregoing instrument was acknowledged before me this July 23 2021, by Adam Benton.

(SEAL)


(Signature of Person Taking Acknowledgment)
Title: NOTARY PUBLIC
My commission expires: AUG 27, 2023
Residing at: SALT LAKE COUNTY, UTAH




NEW GUARANTOR:

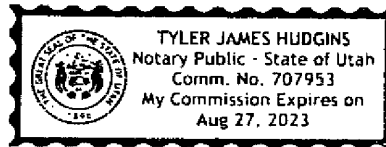

RAY HENDERSON, an individual

State of Utah)
) SS.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this July 22, 2021, by Ray Henderson.

(SEAL)

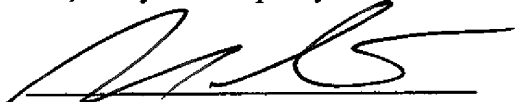

(Signature of Person Taking Acknowledgment)
Title: NOTARY PUBLIC
My commission expires: Aug 27, 2023
Residing at: SALT LAKE COUNTY, UTAH



LENDER:

U.S. BANK NATIONAL ASSOCIATION, as trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-KF62

By: Wells Fargo Bank, N.A., a national banking association, solely in its capacity as Servicer

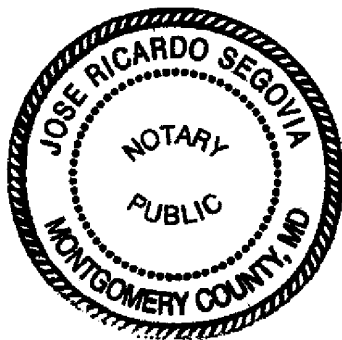
By: 
Name: Neil Scott
Title: Vice President

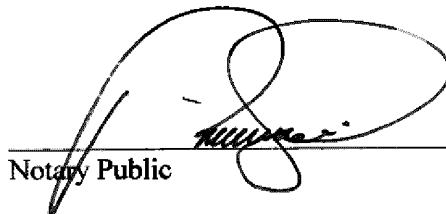
STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY)

On July 26, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Neil Scott, a Vice President of Wells Fargo Bank, N.A., a national banking association, solely in its capacity as Servicer for U.S. BANK NATIONAL ASSOCIATION, as trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-KF62, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)




Notary Public

**EXHIBIT A
TO MEMORANDUM OF ASSUMPTION**

LEGAL DESCRIPTION OF LAND

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

Part of Lots 7 and 8, Block 53, Plat "B", SALT LAKE CITY SURVEY, described as follows: Beginning at the Northeast corner of said Lot 8 and running thence South 0°01'13" East along the East line of said Lot 8, 193.875, thence South 89°58'22" West 165.00 feet, thence South 0°01'13" East 136.125 feet, thence South 89°58'22" West 82.50 feet to the West line of the East half of said Lot 7, thence North 0°01'13" West along said West line 330.00 feet to the North line of said Lot 7, thence North 89°58'22" East along the North line of said Lots 7 and 8, 247.50 feet to the point of beginning.

Tax ID Number: 16-05-104-001, 16-05-104-002, 16-05-104-003, 16-05-104-004, 16-05-104-005, 16-05-104-006, and 16-05-104-007

**EXHIBIT B
TO MEMORANDUM OF ASSUMPTION**

MODIFICATIONS TO SECURITY INSTRUMENT

Modifications to Security Instrument. The Security Instrument is amended as follows:

1. All references to Borrower or “grantor” will be deemed to refer to New Borrower.
2. The business address of Borrower set forth in the Preamble paragraph on Page 1 of the Security Instrument is amended to read as follows:

c/o Stellar Senior Living LLC
800 East Fort Union Boulevard
Midvale, Utah 84047
3. The organizational identification number of Borrower set forth in the Preamble paragraph on Page 1 of the Security Instrument is amended to read as follows: 4947172