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09/17/2021 11:51 AM \$40.00  
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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
LIEN SOLUTIONS  
6815 SAUKVIEW DR  
ST CLOUD, MN 56303-0811  
BY: STA. DEPUTY - MA 7 P.

For information only:  
Tax Parcel Number 16-06-129-035

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

**ALLSTATE LIFE INSURANCE COMPANY,**  
an Illinois insurance company

(Assignor)

in favor of

**ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK,**  
a New York insurance company

(Assignee)

Effective as of: August 13, 2021

Property Location: 101 Tower  
101 South, 200 East  
Salt Lake City, Utah

This Instrument Prepared By and Record and Return to:

RECORD & RETURN TO 2  
LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
82419327-UT35-Salt Lake

RECORDED & RETURNED TO  
LIEN SOLUTIONS  
P.O. BOX 29071  
GLENDALE, CA 91209-9071

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), executed on July 16, 2021, to be effective on August 13, 2021, made by **ALLSTATE LIFE INSURANCE COMPANY**, an Illinois insurance company, having an address at 3075 Sanders Road, Suite G4E, Northbrook, IL 60062-7127 ("Assignor"), in favor of **ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK**, a New York insurance company, having an address at 878 Veteran's Memorial Highway, Suite 400, Hauppauge, Suffolk, NY 11788-3089 ("Assignee").

### W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Mortgage Note (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended, the "First Assignor Note"), dated as of December 18, 2014, executed by Boyer 101, L.C., a Utah limited liability company, as maker, whose mailing address is 90 South 400 West, Suite 200, Salt Lake City, Utah 84101 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor, in the original principal amount of \$23,00,000.00.

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Mortgage Note (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended, the "Second Assignor Note", together with the First Assignor Note, the "Assignor Notes"), dated as of December 18, 2014, executed by Borrower, and made payable to the order of American Heritage Life Insurance Company, a Florida insurance company ("Original Second Lender"), in the original principal amount of \$5,000,000.00, which Second Assignor Note was assigned by Original Second Lender to Assignor, pursuant to that certain Endorsement to Mortgage Note, dated as of December 31, 2014.

WHEREAS, Assignee is the present legal and equitable owner and holder of that certain Mortgage Note (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended, the "Third Note"), dated as of December 18, 2014, executed by Borrower, and made payable to the order of Assignee, in the original principal amount of \$9,000,000.00.

WHEREAS, each of the Assignor Notes and the Third Note are secured, inter alia, by the Assignment of Leases and Rents (as hereinafter defined); and

WHEREAS, Assignor hereby assigns to Assignee, its successors and permitted assigns, all of Assignor's respective right, title and interest in and to the Assignment of Leases and Rents.

NOW, THEREFORE, for good and valuable consideration, Assignor hereby covenants the following:

- I. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, title and interest of Assignor in and to the instruments set forth on Exhibit B annexed hereto and made a part hereof relating to that certain real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises") (collectively, the "Assignment of Leases and Rents"), and

does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof.

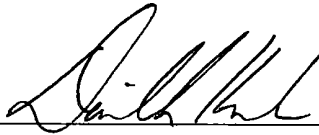
2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases and Rents required to be observed or performed by Assignor thereunder.
3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein. Assignor hereby warrants and represents to Assignee that:
  - a. Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases and Rents that remains outstanding to any person or entity other than Assignee; and
  - b. Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.
8. Invalidity. 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 circumstance 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.

[SIGNATURE ON FOLLOWING PAGE]

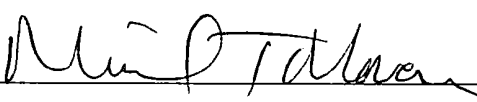
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**ALLSTATE LIFE INSURANCE COMPANY,**  
an Illinois insurance company

By: 

David Kocourek, Authorized Signatory

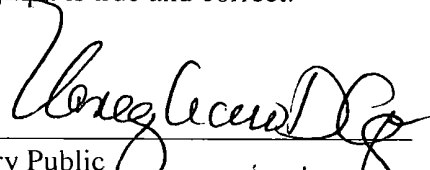
By: 

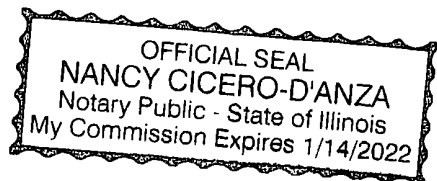
Michael Moran, Authorized Signatory

State of Illinois  
County of Cook

On July 16, 2021 before me, Nancy Cicero D'Anza, the undersigned Notary Public, personally appeared David Kocourek and Michael Moran who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois the foregoing paragraph is true and correct.

  
Notary Public  
Commission Expires: 1/14/2022

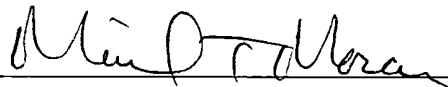


**ASSIGNEE:**

**ALLSTATE LIFE INSURANCE COMPANY  
OF NEW YORK**, a New York insurance company

By: 

David Kocourek, Authorized Signatory

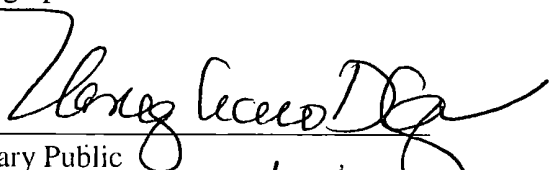
By: 

Michael Moran, Authorized Signatory

State of Illinois  
County of Cook

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Notary Public  
Commission Expires: 1/14/2022



**EXHIBIT A**

**LEGAL DESCRIPTION**

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

Beginning at the Northwest corner of Lot 5, Block 72, Plat "A", Salt Lake City Survey, and running thence North 89°57'25" East along the North line of said Block 72 a distance of 247.55 feet to the Northwest corner of the Hollywood Condominiums, as recorded with the office of the Salt Lake County Recorder; thence South 00°02'03" East along the Westerly line and line extended of said Condominiums 330.03 feet to a point on the Southerly line of Lot 6 of said Block 72; thence South 89°57'47" West along said southerly line and line extended 247.55 feet to the Southwest corner of said Lot 5; thence North 00°02'06" West along the Westerly line of said Lot 5 a distance of 330.01 feet to the point of beginning.

**EXHIBIT B**

**SCHEDULE OF ASSIGNMENTS OF LEASES AND RENTS**

1. Assignment of Leases and Rents, dated as of December 18, 2014, by Borrower for the benefit of Assignor, Original Second Lender and Assignee, and recorded as Document No. 11964451 in Book 10283, Page 814-824 in the Office of the Salt Lake County Recorder, Utah on December 18, 2014.
2. Assignment of Deed of Trust and Security Agreement by Original Second Lender to Assignor, dated as of December 31, 2014 and recorded as Document No. 11975436 in Book 10288, Page 4151-4153 in the Office of the Salt Lake County Recorder, Utah on January 13, 2015.