

RECORD AND RETURN TO:

Goodwin Procter LLP
620 Eighth Avenue
New York, NY 10018

Attention: Diana Brummer, Esq.

#157756-BHF TX 10 22-29-130-025

13991579 B: 11359 P: 8560 Total Pages: 4
07/27/2022 04:57 PM By: asteffensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

ASSIGNMENT OF INTEREST UNDER DEED OF TRUST, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

FOR VALUE RECEIVED, **CMTG FUNDING I LLC**, a Delaware limited liability company ("**Assignor**"), assigns, conveys, grants, sets over and transfers to **CMTG MS FINANCE LLC**, a Delaware limited liability company ("**Assignee**"), all of Assignor's right, title and interest, if any, in and to that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, made by **NORTH UNION DE PARTNERS, LLC**, a Delaware limited liability company ("**Borrower**"), to **COTTONWOOD TITLE INSURANCE AGENCY, INC.**, as trustee, for the benefit of Assignor, dated as of July 27, 2022, to be recorded in the Office of Salt Lake County Clerk (the "**Records**") (the "**Security Instrument**"), which Security Instrument encumbers premises described therein located in Salt Lake County, State of Utah, as more particularly described in Exhibit A attached hereto and made a part hereof (as and to the extent provided in the Security Instrument).

TOGETHER WITH all of Assignor's right, title and interest, if any, in and to all notes and contracts described or referred to in the Security Instrument, all guarantees of the Security Instrument, all assumptions of the Security Instrument, the money due and to become due thereon, with interest provided for therein, and all contract rights accrued or to accrue under the Security Instrument.

Assignee assumes all liabilities and obligations of Assignor arising under the Security Instrument on and after the date hereof.

This Assignment of Interest Under Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "**Assignment**") will be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is made without recourse to or any representation or warranty, express or implied, by Assignor.

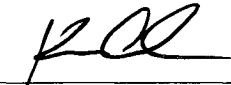
This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

Assignee is not acting as a nominee of Borrower and the Security Instrument continue to secure a bona fide obligation of Borrower.

Dated as of the 27th day of July, 2022.

[SIGNATURE PAGE FOLLOWS]

CMTG FUNDING I LLC,
a Delaware limited liability company

By: 
Name: Kevin Cullinan
Title: Authorized Representative

ACKNOWLEDGMENT

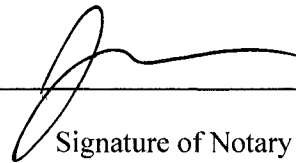
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On July 21, 2022, before me, Jennifer Pine (here insert name of the officer), Notary Public, personally appeared Kevin Cullinan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

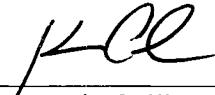
WITNESS my hand and official seal.

JENNIFER R PINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI6253871
Qualified in New York County
My Commission Expires 01-09-2024


Signature of Notary Public

[Seal]

CMTG MS FINANCE LLC,
a Delaware limited liability company

By: 
Name: Kevin Cullinan
Title: Authorized Representative

ACKNOWLEDGMENT


STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

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WITNESS my hand and official seal.

JENNIFER R PINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI6253871
Qualified in New York County
My Commission Expires 01-09-2024


Signature of Notary Public

[Seal]

EXHIBIT A

Legal Description

A parcel of land situate within the Northwest quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, located in Midvale City, County of Salt Lake, State of Utah and being more particularly described as follows:

Beginning at a point on the East line of 900 East Street, per that certain Warranty Deed conveyed to the Utah Department of Transportation (UDOT), Recorded June 12, 1972, as Entry No. 2462515, on file with the Salt Lake County Recorder's Office, said point being South 66°14'47" East, along the South Union Avenue centerline, a distance of 64.71 feet, and North 23°45'13" East, perpendicular to said centerline, a distance of 33.00 feet, from the monument at the intersection of South Union Avenue and 900 East Street, (Basis of Bearing being South 69°34'15" East, between monuments found at 900 East and 1000 East Street) said point of beginning also being East, a distance of 1771.37 feet and South, a distance of 1436.43 feet, from the Northwest corner of said Section 29; and running thence North 00°10'59" East, along the East right-of-way line of said 900 East Street, a distance of 226.80 feet, to the South line of parcel described in Entry No. 7735662; thence South 88°19'41" East, along said South line, a distance of 87.69 feet, to the Southeast corner thereof; thence South 01°00'00" West, along the West line and the extension thereof of that certain tract of land described in Entry No. 5477935, a distance of 87.21 feet; thence South 81°31'53" East, a distance of 53.47 feet; thence North 18°00'46" East, a distance of 6.83 feet, to the Southeast corner of said tract; thence North 10°53'16" East, along the East line of said tract and line retraced per Record of Survey S2004-12-1151, a distance of 215.28 feet, to a point in the Southerly line of North Union Avenue, said point being 33.00 feet perpendicularly distant to the centerline of said North Union Avenue; thence South 71°59'14" East, along the said Southerly line, a distance of 392.38 feet, to a point in the Northwesterly line of the East Jordan Canal (66.00 feet wide), per Judgement of Condemnation, recorded April 27, 1923, in Book 11-T, at Page 183; thence Southwesterly along the arc of a 444.80 foot radius non-tangent curve to the right, through a central angle of 20°14'23", a distance of 157.13 feet, subtended by a long chord bearing South 32°24'51" West, a distance of 156.31 feet, to a point of tangency; thence South 42°32'03" West, continuing along said Northwesterly line of East Jordan Canal, a distance of 279.41 feet, to a point on the Northerly line of South Union Avenue, said point being 40.00 feet perpendicularly distant to the centerline thereof; thence along the said Northerly line of South Union Avenue, the following four (4) courses: (1) North 70°03'40" West, a distance of 65.71 feet; (2) North 66°14'48" West, a distance of 90.89 feet; (3) South 06°30'39" West, a distance of 7.33 feet; (4) North 66°14'47" West, a distance of 149.89 feet, to the point of beginning.

Tax Id No.: 22-29-130-025