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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MCCOY & ORTA, P.C.
100 N. BROADWAY, SUITE 2600 OKLAHOMA CITY, OK 73102

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

BRMK LENDING SPE I, LLC, a Delaware limited liability company
(Assignor)

to

BRMK LENDING SPE JP, LLC, a Delaware limited liability company
(Assignee)

Dated: As of February 23, 2024

Property Address(es): 1010 West Learned Avenue and 1025 West North Temple
Salt Lake City, Utah 84116

County of Salt Lake
State of Utah

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

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

BRMK LENDING SPE I, LLC, a Delaware limited liability company, whose address is 1251 Avenue of the Americas, 50th Floor, New York, NY 10020 (“Assignor”), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to **BRMK LENDING SPE JP, LLC**, a Delaware limited liability company, whose address is 1251 Avenue of the Americas, 50th Floor, New York, NY 10020, their successors, participants and assigns (“Assignee”), all right, title and interest of Assignor, in and to that certain Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents made by **LUSSO APARTMENTS, LLC**, a Utah limited liability company to **MOUNTAIN VIEW TITLE AND ESCROW, INC.**, as Trustee, for the benefit of **BRMK LENDING, LLC**, a Delaware limited liability company (“Original Lender”), dated as of September 25, 2020 and recorded on September 30, 2020, as Entry Number 13412799, in Book 11030, Page 6820 in the Recorder's Office of Salt Lake County, Utah (“Recorder's Office”), (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended) (the “Deed of Trust”), securing payment of note(s) of even date therewith, in the principal amount of \$25,380,952.00; as increased to \$26,132,250.00 pursuant to that certain First Amendment to Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents dated December 2, 2020 and recorded on December 3, 2020, as Entry Number 13482800, in Book 11073, Page 966, in the Recorder's Office; as further increased to \$31,432,993.00 pursuant to that certain Second Amendment to Deed of Trust dated March 4, 2022 and recorded on March 4, 2022, as Entry Number 13904445, in Book 11313, Page 3279, in the Recorder's Office; as further increased to \$39,643,609.00 pursuant to that certain Third Amendment to Deed of Trust dated January 13, 2023 and recorded on January 19, 2023, as Entry Number 14064277, in Book 11396, Page 8024, in the Recorder's Office; as assigned to Assignor pursuant to that certain Assignment of Deed of Trust dated June 6, 2023 and recorded on August 3, 2023, as Entry Number 14136587, in Book 11436, Page 1552, in the Recorder's Office and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and Assignor hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

TO HAVE AND TO HOLD the Deed of Trust unto Assignee and to the successors and assigns of Assignee forever.

[SIGNATURE ON THE FOLLOWING PAGE]

Reference No.: 181.086
Matter Name: Lusso Apartments
Pool: READY CAPITAL_BRMK JPM REPO
Security Instrument Assignment (Tier I)

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on the day and year first above written.

ASSIGNOR:
BRMK LENDING SPE I, LLC, a Delaware limited liability company

By: *Alanna C*
Name: Alanna Carlucci
Title: Authorized Person

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 12nd day of February, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Alanna Carlucci as Authorized Person of BRMK LENDING SPE I, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of 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.

WITNESS my hand and official seal.

Signature: *Indhira P. Castillo*
Notary Public

My Commission Expires 12/14/2024

INDHIRA P CASTILLO
Notary Public, State of New York
Reg. No. 01CA6412071
Qualified in New York County
Commission Expires 12-14-2024

Reference No.: 181.086
Matter Name: Lusso Apartments
Pool: READY CAPITAL_BRMK JPM REPO
Security Instrument Assignment (Tier I)

EXHIBIT "A"

Legal Description

PARCEL 1:

A TRACT OF LAND BEING SITUATE IN BLOCK 56, PLAT C, SALT LAKE CITY SURVEY, HAVING A BASIS OF BEARINGS BEING NORTH 00°01'32" WEST BETWEEN THE MONUMENTS FOUND MARKING THE INTERSECTIONS OF LEARNED AVENUE AND SOUTH TEMPLE STREET ALONG 1000 WEST STREET, BEING COMPRISED OF LOTS 10 THROUGH 19, AND A PORTION OF THE ALLEYS CONTIGUOUS WITH ABOVE REFERENCED LOTS 10 THROUGH 19, AS SHOWN ON BOTHWELL AND MCCONAUGHY SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 19, BOTHWELL AND MCCONAUGHY SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT ALSO BEING NORTH 00°01'32" WEST ALONG THE CENTERLINE OF 1000 WEST STREET A DISTANCE OF 399.09 FEET TO THE STREET MONUMENT AT THE INTERSECTION OF 1000 WEST STREET AND LEARNED AVENUE AND NORTH 89°59'47" WEST ALONG THE CENTERLINE OF LEARNED AVENUE A DISTANCE OF 212.59 FEET AND NORTH 00°00'49" WEST 33.00 FEET FROM THE MONUMENT AT THE INTERSECTION OF 1000 WEST STREET AND SOUTH TEMPLE STREET, AND RUNNING THENCE NORTH 89°59'47" WEST 179.62 FEET; THENCE SOUTH 00°00'49" EAST 66.00 FEET; THENCE NORTH 89°59'47" WEST 2.00 FEET; THENCE NORTH 00°00'49" WEST 354.44 FEET; THENCE SOUTH 89°59'02" EAST 181.62 FEET; THENCE SOUTH 00°00'49" EAST 288.40 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A TRACT OF LAND BEING SITUATE IN BLOCK 56, PLAT C, SALT LAKE CITY SURVEY, HAVING A BASIS OF BEARINGS BEING NORTH 00°01'32" WEST BETWEEN THE MONUMENTS FOUND MARKING THE INTERSECTIONS OF LEARNED AVENUE AND SOUTH TEMPLE STREET ALONG 1000 WEST STREET, BEING COMPRISED OF LOT 1 AND A PORTION OF LOT 2, AS SHOWN ON BOTHWELL AND MCCONAUGHY SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BOTHWELL AND MCCONAUGHY SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT ALSO BEING NORTH 00°01'32" WEST ALONG THE CENTERLINE OF 1000 WEST STREET A DISTANCE OF 399.09 FEET TO THE STREET MONUMENT AT THE INTERSECTION OF 1000 WEST STREET AND LEARNED AVENUE AND NORTH 00°00'49" WEST ALONG THE CENTERLINE OF 1000 WEST A DISTANCE OF 33.00 FEET AND NORTH 89°59'47" WEST 64.00 FEET FROM THE MONUMENT AT THE INTERSECTION OF 1000 WEST STREET AND SOUTH TEMPLE STREET, AND RUNNING THENCE NORTH 89°59'47" WEST 136.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°00'49" WEST 198.13 FEET TO THE NORTHWEST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE SOUTH 89°59'47" EAST 136.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 00°00'49" EAST 198.13 FEET TO THE POINT OF BEGINNING.

NEW SERIAL NUMBER: PARCEL 1: 08-35-377-019 AND PARCEL 2: 08-35-377-017

Property Address: 1010 West Learned Avenue, Salt Lake City, UT 84116 &
1025 West North Temple, Salt Lake City, UT 84116

Reference No.: 181.086
Matter Name: Lusso Apartments
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Security Instrument Assignment (Tier I)