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 08/21/2003 09:44 AM 16.00
 Book - 8867 Pg - 119-122
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 FIRST AMERICAN TITLE
 BY: LDT, DEPUTY - WI 4 P.

When recorded, please return to:

Zions First National Bank
 Real Estate Department 700
 One South Main Street, Suite 1450A
 Salt Lake City, Utah 84111
 Attn: Ronald M. Frandsen, Esq., Portfolio Manager

Tax Parcel I.D. No.: 15-03-260-012-0000,
 15-03-260-013-0000, 15-03-260-014-0000,
 15-03-260-015-0000, 15-03-260-034-0000,
 15-03-260-035-0000, 15-03-260-037-0000

ASSIGNMENT OF DEED OF TRUST AND ASSIGMENT OF ASSIGNMENT
 OF RENTS AND LEASES

Reference is hereby made to that certain Promissory Note ("Lender's Note") identified on Schedule A-1 attached hereto and by this reference incorporated herein, executed and delivered by **UTAH COMMUNITY REINVESTMENT CORPORATION**, a Utah nonprofit corporation, ("Assignor") to **ZIONS FIRST NATIONAL BANK**, having its main office at One South Main Street, Salt Lake City, Utah 84111 ("Assignee").

Know all Persons by these Presents, that Assignee does hereby assign, as security for the performance by Assignor of all of its obligations under the Lender's Note, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (including, without limitation, its right, title and interest as Lender under the Loan Agreement described below) the deed of trust and the assignment of rents and leases, identified on Schedule A-2 attached hereto and by this reference incorporated herein (as such documents may have been amended, modified, spread, consolidated and/or reduced, collectively hereinafter referred to as the "Documents"), together with the corresponding notes and indebtedness described in and secured by such Documents and any money due or to become due thereunder with interest (which loans and indebtedness are more particularly described in that certain Loan Agreement identified on attached Schedule A-3, by and between Assignor and the Borrower thereunder (the "Loan Agreement").

Assignor hereby certifies that it has not heretofore assigned any of its right, title or interest in, to or under the Documents.

The Documents encumber the real property described more particularly on Exhibit A attached hereto.

This Assignment of Deed of Trust and Assignment of Assignment of Rents and Leases is dated and effective as of October 31, 2002.

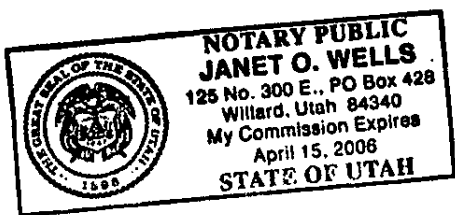
IN WITNESS WHEREOF, the Assignor has caused these presents to be signed as of the date and year first written above.

UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah non-profit corporation

By: [Signature]
Its: President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31st day of October, 2002, by Steven Graham the President of UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation.



[Signature]
NOTARY PUBLIC AND SEAL

SCHEDULE A-1

Lender's Note: Promissory Note in the amount of \$950,000 dated October 31, 2002, executed and delivered by **UTAH COMMUNITY REINVESTMENT CORPORATION** to **ZIONS FIRST NATIONAL BANK**.

SCHEDULE A-2

1. Deed of Trust, Security Agreement and Assignment of Rents and Leases, dated as of October __, 2002, made by **WESTGATE B.C. ASSOCIATES LLC**, a Utah limited liability company, as Trustor, to **ASSOCIATED TITLE INSURANCE AGENCY, LLC** whose address is 5434 South Freeway Park Drive, Riverdale, Utah 84405, as Trustee, in favor of **UTAH COMMUNITY REINVESTMENT CORPORATION**, a Utah non-profit corporation, whose address is 475 East 200 South, Suite 120, Salt Lake City, Utah 84111, as Beneficiary, to secure the original aggregate principal amount of \$950,000, recorded on ~~October~~ ^{November} ~~1~~ ^{XXXXX}, 2002 in the official real estate records of the Salt Lake County Recorder, State of Utah, as Entry No. 8409188 in Book 8678 at Page 6326 et seq.

2. Assignment of Rents and Leases, dated as of October 31, 2002, made by **WESTGATE B.C. ASSOCIATES LLC**, a Utah limited liability company, as Trustor, to **ASSOCIATED TITLE INSURANCE AGENCY, LLC**, whose address is 5434 South Freeway Park Drive, Riverdale, Utah 84405 as Trustee, in favor of **UTAH COMMUNITY REINVESTMENT CORPORATION**, a Utah non-profit corporation, whose address is 475 East 200 South, Salt Lake City, Utah 84111, as Beneficiary, to secure the original aggregate principal amount of \$950,000, recorded on ~~October~~ ^{November} ~~1~~ ^{XXXXXX}, 2002 in the official real estate records of the Salt Lake County Recorder, State of Utah, as Entry No. 8409189 in Book 8678 at Page 6350 et seq.

SCHEDULE A-3

Loan Agreement: Loan Commitment and Agreement dated October 11, 2002, as subsequently amended, by and between **UTAH COMMUNITY REINVESTMENT CORPORATION**, as Lender, and **WESTGATE B.C. ASSOCIATES LLC**, a Utah limited liability company, in connection with a term loan in the amount of \$950,000.

EXHIBIT A

(Legal Description of Subject Property)

PROPERTY located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at the Southeast Corner of Lot 1, Block 2, IRVING PARK ADDITION, Salt Lake City, Utah Survey being at the intersection of the North right-of-way line of 300 South Street and the West right-of-way- line of Foss Avenue, said point being located South 89°58'07" West 33.00 feet along monumented line and North 00°04'23" West 49.00 feet from the Salt Lake City Survey Monument at the intersection of 300 South Street and Foss Avenue; running thence South 89°58'07" West 129.59 feet (129.50 feet by record) along said North right-of-way line to the Southwest corner of Lot 5 of said Block 2; thence North 00°03'58" West 455.87 feet (454.75 feet by record) along the West line of said Lot 5 and then the centerline of a vacated alley to the South boundary, line of the Park Willows Condos, Parcel No. 1; thence North 89°58'19" East 129.53 feet (129.50 by record) along said South boundary line to the West right-of-way line of Foss Avenue; thence South 00°04'23" East 455.86 feet (454.75 feet by record) along said right-of-way line to the point of beginning.