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8/30/2019 3:54:00 PM \$40.00
Book - 10824 Pg - 2687-2692
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

ZIONS BANCORPORATION, N.A.
Attn: Legal Department
One South Main Street, Suite 1100
Salt Lake City, UT 84133

CT-112421-CAF

TIN 21-25-251-033

(Space Above For Recorder's Use)

**ASSIGNMENT OF DEED OF TRUST AND
RELATED DOCUMENTS**

This Assignment of Deed of Trust and Related Documents ("**Assignment**"), dated as of August 30, 2019, is executed by the UTAH HOUSING CORPORATION, an independent body politic and corporate constituting a public corporation organized and existing under the laws of the State of Utah ("**Issuer**"), and by ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association, in its capacity as Bond Trustee under the Trust Indenture ("**Assignee**").

RECITALS

A. Issuer is a co-beneficiary under that that certain Construction and Permanent Trust Deed With Assignment of Rents, Security Agreement and Fixture Filing dated as of even date herewith (the "**Trust Deed**"), executed by JF Union Partners, LLC, a Utah limited liability company, as grantor, in favor of Zions Bancorporation, National Association, as Trustee, and in favor of Issuer, as a co-beneficiary, and also in favor of Zions Bancorporation, N.A., dba Zions First National Bank, in its capacity as administrative agent for the Taxable Loan, as the other co-beneficiary, which Trust Deed is submitted for recording immediately prior to this Assignment the office of the Recorder of Official Records of Salt Lake County, Utah.

B. Capitalized terms used in this Assignment that are not otherwise defined herein shall have the meanings given to them in the Trust Deed.

C. The Trust Deed encumbers that certain real property legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

D. Issuer desires to assign to Assignee the entirety of its rights and benefits under the Trust Deed, the Bond Loan Agreement, the Bond Note, and the other Bond Loan documents as provided for hereinafter.

In consideration of the foregoing Recitals (which are hereby incorporated herein by this reference), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

1. Grant of Assignment. Issuer hereby grants, conveys, assigns and transfers unto Assignee, the entirety of Issuer's right, title and interest to and under (but not any of its obligations which are not assignable under the Trust Indenture) the Trust Deed and each of those certain documents, instruments, and agreements that are described on **Exhibit B** attached hereto and incorporated herein.

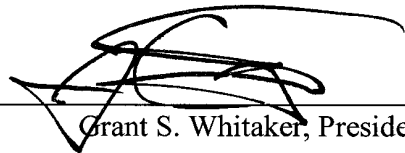
2. Bond. The foregoing grant is made to secure all obligations of Issuer under those certain Utah Housing Corporation Multifamily Housing Revenue Bonds (Moda Union Apartments Project) Series 2019 in the principal amount of \$23,900,000.00 issued by Bond Loan Beneficiary, dated as of August 30, 2019, and all renewals, modifications and extensions thereof.

3. Notices. All notices to Assignee under the Trust Deed shall be made to Zions Bancorporation, N.A., 1 South Main Street, Suite 1200, Salt Lake City, Utah 84133, Attn: Loan Processing.

[signature pages and exhibits follow]

“ISSUER”:

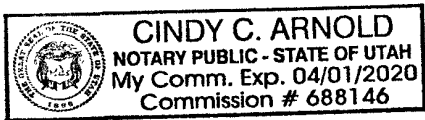
UTAH HOUSING CORPORATION

By:  _____
Grant S. Whitaker, President

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

On this 26th day of August, 2019, before me, the undersigned Notary Public, personally appeared Grant S. Whitaker, who acknowledged himself to be the President of Utah Housing Corporation and that he is an officer authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of UHC by himself as such officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.




NOTARY PUBLIC

The Bond Trustee hereby accepts the assignment made pursuant to this Assignment.

“ASSIGNEE”:

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By: *Sandra Kinney*
Name: Sandra Kinney
Title: Vice President

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of August, 2019 by Sandra Kinney, the Vice President of Zions Bancorporation, National Association.



Karen Bingham
Notary Public

Residing at: *Salt Lake*

My commission expires:

8/17/20

[Signature Page to Assignment of Deed of Trust and Related Documents]

EXHIBIT "A"

REAL PROPERTY

All that certain real property situated in the City of Midvale, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

Beginning at a point which is South 1517.71 feet and East 27.86 feet from the North quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; said North quarter corner being North 00°18'38" East along the basis of bearing, 2640.92 feet and South 89°41'48" East, 2617.36 feet from the West quarter corner of said Section 25; and running thence East 188.00 feet to the West line of Cottonwood Street; thence along said West line of Cottonwood Street the following two (2) courses: South 00°20'00" West 192.51 feet; thence South 00°48'59" West, 237.69 feet; thence South 46°27'59" West 39.04 feet; thence North 89°43'00" West 337.16 feet, more or less to the Easterly boundary of UDOT Parcel; thence North 262.89 feet along the Easterly deed line of the UDOT and G6 Hospitality Property LLC (Entry No. 11465272 in Book 10053 at Page 3535) and along an existing fence line to a point on the deed line of the LQ Properties LLC (Entry No. 9664413 in Book 9267 at Page 6701); thence along said LQ Properties deed line the following four (4) courses: East 194.96 feet; thence North 50.00 feet; thence West 13.00 feet; thence North 142.51 feet to the point of beginning.

PARCEL 1A:

An easement for a storm drainage line as described in that certain Easement Agreement, dated October 6, 1993 and recorded October 29, 1993 as Entry No. 5642379 in Book 6788 at Page 1714.

EXHIBIT "A"

EXHIBIT B

Additional Assigned Documents

Promissory Note ("**Note**"), dated as of even date herewith, executed by Borrower to the order of Issuer, in the original principal amount of \$23,900,000.00, and all renewals, modifications and extensions thereof;

Policy of title insurance to be issued by Cottonwood Title Insurance Agency, Inc., as agent for Old Republic Title Insurance Company, insuring the lien of the Trust Deed;

Completion Guaranty dated as of even date herewith, executed by JF Capital, LLC, a Utah limited liability company, F4 Holdings, LLC, a Utah limited liability company, and Owen J. Fisher, an individual (individually and collectively, as the case may warrant, "**Guarantor**") in favor of Issuer;

Guaranty dated as of as of even date hereof executed by JF Capital, LLC in favor of Issuer;

Guaranty dated as of as of even date hereof executed by F4 Holdings, LLC in favor of Issuer;

Guaranty dated as of as of even date hereof executed by Owen J. Fisher in favor of Issuer;

Assignment of Construction Contract and Consent as of even date herewith, executed by Borrower and Strategic Builders, LLC, in favor of Issuer;

Assignment of Architect Agreement and Consent as of even date herewith, executed by Borrower and Think Architecture, Inc., in favor of Issuer;

Assignment and Subordination of Management Agreement dated as of as of even date herewith, executed by Borrower and Alliance Southwest, LLC, in favor of Issuer; and

Each and every other document, instrument, note, security agreement made by Borrower under the Bond Loan.