11301751 12/22/2011 1:33:00 PM \$19.00 Book - 9976 Pg - 6354-6356 Gary W. Ott Recorder, Salt Lake County, UT MERIDIAN TITLE BY: eCASH, DEPUTY - EF 3 P.

After recording, please return to:
Pacific Trust Bank
610 Bay Boulevard
Chula Vista, CA 91910
Attn: Credit Services Department

## ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILINGS

THIS ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILINGS (this "Assignment") is made by KINECTA FEDERAL CREDIT UNION ("Assignor"), whose address is 1440 Rosecrans Avenue, Manhattan Beach, CA 90266, in favor of Pacific Trust Bank, ("Assignee"), whose address is 610 Bay Boulevard, Chula Vista, California 91910.

THIS ASSIGNMENT WITNESSES THAT, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys to Assignee and its successors and assigns, without recourse and without representation or warranty (except as expressly set forth in that certain Loan Sale Agreement dated December 9, 2011 between Assignor and Assignee), the following:

- that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated 6/9/2011, by Elmwood Investments, LLC, Utah Limited Liability Company (the "Grantors") recorded on 6/14/2011 as Instrument Number 11198070 in the land records of Salt Lake, UT (the "First Lien Deed of Trust"), which First Lien Deed of Trust secures, among other things, that certain Promissory Note dated 6/9/2011 in the original principal amount of \$980,000.00 (the "Note");
- 2. such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to each of the Deeds of Trust and/or the Note, including, without limitation, the title insurance policies and hazard insurance policies that might presently be in effect.

FURTHERMORE, the Assignor hereby acknowledges and agrees that the Assignee shall be the "Beneficiary" under the Deed of Trust and that the Deed of Trust secures obligations of the Grantor and/or Herbert O. Trayner and Rebecca A. Trayner owing to the Assignee and not any obligations owing to the Assignor.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered on this 13th day of December 2011.

	Assignor  By:     Kari S. Hallowell   Title: Vice President
WITNESS	
ACKNO	OWLEDGMENT
Dated:	- 11112 - N. 1-150
State of California County of <u>Orange</u>	}
instrument and acknowledged to me tha	a Notary Public, personally appeared who proved to me on the basis of s) whose name(s) is/are subscribed to the within at he/she/they executed the same in his/her/their is/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under the laws of the State of California that the
WITNESS my hand and official seal.	SUSAN I. CHANG COMM. #1813977 Notary Public - California Orange County My Comm. Expires Sep. 19, 2012
Signature	

## Exhibit "A"

## PARCEL 1:

LOTS 21, 22, 23, 24 AND THE WEST 5 FEET OF LOT 25, ROSE PARK RED WOOD NO. 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE.

## PARCEL 1A:

A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING AS DISCLOSED BY QUITCLAIM DEED AS ENTRY NO. 9332876 IN BOOK 9110 AT PAGE 2366 OF OFFICIAL RECORDS.

THE WEST 18.0 FEET OF LOT 25, THE EAST 8.0 FEET OF LOT 24, SAID ROSE PARK REDWOOD NO. 5 AND THE FOLLOWING DESCRIBED PORTION OF LOT 22, SAID ROSE PARK REDWOOD NO. 5, BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF INDEPENDENCE BOULEVARD, SAID POINT BEING 15 FEET EAST OF THE NORTH WEST CORNER OF LOT 22 OF SAID ROSE PARK REDWOOD NO. 5, AND RUNNING THENCE EAST 12.5 FEET; THENCE SOUTH 107.0 FEET TO THE SOUTH LINE OF SAID LOT 22; THENCE WEST 25.0 FEET; THENCE NORTH 107.0 FEET TO THE SOUTH LINE OF SAID INDEPENDENCE BOULEVARD; THENCE EAST 12.5 FEET TO THE POINT OF BEGINNING.

Tax ID: 08-22-357-033