

WHEN RECORDED, MAIL TO:

CALLISTER NEBEKER & McCULLOUGH
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, Utah 84133
Attn: T. Richard Davis

Ent 263945 Blk 0657 Pg 0389-0392
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2003 OCT 7 4:26pm Fee 16.00 MWC
FOR FIRST AMERICAN TITLE COMPANY

**ASSIGNMENT OF TRUST DEED
AND PROMISSORY NOTE**

THIS ASSIGNMENT OF TRUST DEED AND PROMISSORY NOTE (the "Assignment") is made and entered into this 10th of September, 2003, from **BANK OF UTAH** ("Assignor"), to **ROBERT L. BARTA** ("Assignee").

WHEREAS, on or about July 17, 2001, Assignor made a loan to Dave Puttuck Painting, LC; David K. Puttuck aka Dave Puttuck; and Janet Lee Puttuck (hereinafter collectively "Puttuck"), which loan was evidenced, among other instruments, by the following (the "Loan"):

(a) Promissory Note dated July 17, 2001 (the "Note"), in the original principal amount of \$127,225.00, executed by Puttuck in favor of Assignor; and

(b) Deed of Trust dated July 17, 2001 (the "Trust Deed"), in which David K. Puttuck and Janet Lee Puttuck appear as "Trustor", Assignor appears as "Trustee", and Assignor appears as "Beneficiary", which Trust Deed was recorded in the official records of Wasatch County, State of Utah, on or about July 23, 2001, as Entry No. 235204, in Book 513, at Pages 208-213, and encumbers certain real property situated in Wasatch County, State of Utah and more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property").

WHEREAS, it is the desire and intent of Assignor to effect an assignment of the Trust Deed and Note and all rights and interest of Assignor therein to Assignee.

NOW, THEREFORE, the parties hereto agree as follows:

1. For good and valuable consideration paid by Assignee to Assignor, the existence and sufficiency of which are hereby evidenced, Assignor hereby assigns, transfers, conveys and sets over to Assignee, its successors and assigns, subject to the terms and conditions set forth herein, and Assignee, itself, its successors and assigns, hereby accepts the transfer to it of all of Assignor's right, title and interest as Beneficiary in and to the Trust Deed and the Note. This Assignment is made and received without any recourse to Assignor, whatsoever.

U.S. TITLE

SB# 5V4800

2. Assignor represents, warrants, and covenants that Assignor has the right and authority to assign the Trust Deed and the Note, and all of Assignor's right, title and interest therein, or related thereto, and that Assignor has not heretofore assigned, conveyed or transferred to any other entity or person any of the rights or interests, or any part thereof, which are herein assigned to Assignee.

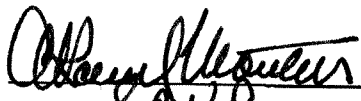
3. Assignor hereby represents that as of September 9, 2003, the Note is currently in default with a pending Trustee's Sale set for September 12, 2003.

4. Assignee hereby accepts the assignment of the Note and Trust Deed in its default condition, without recourse to Assignor and without any reliance upon any representations or warranties of Assignor except as such are set forth in this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective the day and year first above written.

ASSIGNOR:

BANK OF UTAH

By: 
Title: S.A.V.P.

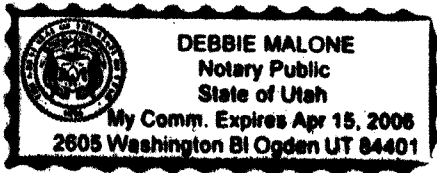
ASSIGNEE:


ROBERT L. BARTA

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STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 10 day of September, 2003, by A RAND mathews S.V.P. of Bank of Utah.

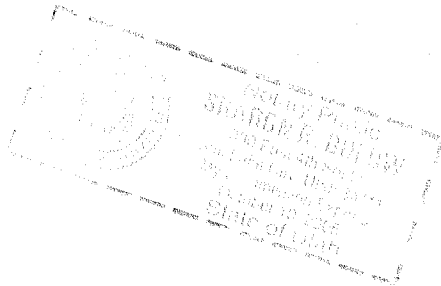


Debbie Malone
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF S.L.)

The foregoing instrument was acknowledged before me this 12th day of September, 2003, by Robert L. Barta

Sharon R. Dubon
NOTARY PUBLIC



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EXHIBIT A

That certain real property situated in Wasatch County, State of Utah more particularly described as follows:

All of Lot 1629, Plat 16, TIMBER LAKES SUBDIVISION,
according to the official plat thereof as recorded in the office of the
Wasatch County Recorder.

Reserving all oil, gas and other minerals together with the rights of
ingress and egress.

Parcel No. OTL-1627.

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