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7480338

UNION CENTRAL LIFE INSURANCE COMPANY,
(Assignor)

to

LIFE INSURANCE COMPANY OF GEORGIA
(Assignee)

7480338
10/01/1999 04:02 PM 18.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ING INVESTMENT MANAGEMENT
5780 POWERS FERRY RD NW
STE. 300
ATLANTA GA 30327-4349
BY: RDJ, DEPUTY - WI 4 P.

ASSIGNMENT OF LOAN DOCUMENTS

Dated: July 22, 1999

Location: GOODMAN OQUIRRH LLC, A WASHINGTON
LIMITED LIABILITY COMPANY
SALT LAKE CITY, UTAH

THIS INSTRUMENT WAS DRAFTED BY, AND
UPON RECORDING SHOULD BE RETURNED TO:

LIFE INSURANCE COMPANY OF GEORGIA
(PARTICIPATING COMPANY)

c/o ING Investment Management LLC
5780 Powers Ferry Road, NW. , Suite 300
Atlanta, Georgia 30327-4349

Attention: Daniel F. Hinkel

Loan No.:

Title No.:

BK 8313 PG 4952

THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of July 22, 1999, by UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio corporation ("Assignor"), In favor of LIFE INSURANCE COMPANY OF GEORGIA ("Assignee").

WITNESSETH:

A. Assignor is the legal and equitable owner and holder of that certain Promissory Note dated May 5, 1999, made by GOODMAN OQUIRRH LLC, A WASHINGTON LIMITED LIABILITY COMPANY ("Borrower"), in the original principal amount of \$2,000,000.00 (the "Note");

B. Assignor is also the legal and equitable owner and holder of certain instruments securing the Note, including, without limitation, the following:

(i) The Deed of Trust, Financing Statement and Security Agreement, (the "Deed of Trust") dated May 5, 1999, executed by Borrower in favor of Assignor, filed for record May 5, 1999 in the Office of the County Recorder (the "Recorder's Office") in and for Salt Lake County (the "County"), as Document No. 7344545, encumbering certain improved real property (the "Mortgaged Property") situated in the County, as more particularly described on Exhibit 1 attached hereto and made a part hereof; and

(ii) the Assignment of Leases and Rents (the "Assignment of Leases") dated May 5, 1999, executed by Borrower in favor of Assignor, filed for record May 5, 1999, in the Recorder's Office as Document No. 7344546.

C. Assignor and Assignee desire that an undivided Ninety-five percent (95%) interest in the Mortgage, the Assignment of Leases, the Note, the Environmental Indemnity Agreement executed by Borrower in favor of Assignor (the "Indemnity"), and all other documents executed in connection with the Loan (including, without limitation any guaranties of the Loan, if any) (all such documents being collectively referred to herein as the "Loan Documents") be assigned to Assignee.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, grant, transfer, set over and convey to Assignee, its successors and assigns, without recourse, an undivided Ninety-five percent (95%) interest in the Mortgage, the Assignment of Leases, the Note, the Indemnity, and all other Loan Documents.

2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. This Assignment shall be governed by and construed in accordance with the laws of

the State in which the real property portion of the Mortgaged Property is located.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Loan Documents to be effective as of the day and year first above mentioned.

ASSIGNOR:

UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio corporation

By: James J. Breen

Name: James J. Breen

Title: Vice President

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

On this 15th day of July, 1999, before me, a Notary Public in and for said state, personally appeared James J. Breen, Vice President of UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio corporation, personally known by me to be the person who executed the within instrument, in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Karen Strunk
Notary Public

My Commission Expires:
4-22-04

BKOK 8313P64954



EXHIBIT "1"
TO
SINGLE LOAN PARTICIPATION CERTIFICATE

Legal Description

UCL LOAN #990123

PARCEL 1 (Fee Simple Estate):

COMMENCING at the Southeast corner of Lot 8, Block 36, Plat "B" Salt Lake City Survey, West 25 rods; thence North 5 rods; thence East 5 rods; thence North 5 rods; thence East 20 rods; thence South 10 rods to the beginning, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH a right of way for a storm sewer over and through the following described property:

COMMENCING at a point 5 rods West of the Southeast corner of Lot 3, Block 36, Plat "B" Salt Lake City Survey and running thence West 15 rods to 3rd East Street; thence North 9 1/2 feet; thence East 15 rods to a point on the Grantor's East boundary 9 1/2 feet North of the place of beginning, thence South 9 1/2 feet to the place of BEGINNING.

The above described property also known by the street address of: 350 South 400 East, Salt Lake City, Utah 84111

PARCEL 2 (Easement Estate):

An Easement for parking, access, utilities and other purposes as established by that certain Easement and Use Restrictions Agreement dated May 8, 1998 and recorded May 8, 1998 as Entry No. 6957459 of Official Records, and encumbering the following parcel:

BEGINNING at a point 155.5 feet South from the Northwest corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey, and running thence East 165 feet; thence North 73.00 feet; thence East 82.5 feet; thence South 82.5 feet; thence West 247.5 feet; thence North 9.5 feet to the point of beginning.

The above described property also known by the street address of: 305 South 400 East, Salt Lake City, Utah 84111.