12016560 3/24/2015 1:20:00 PM \$22.00 Book - 10307 Pg - 8037-8039 Gary W. Ott Recorder, Salt Lake County, UT TITLE WEST BY: eCASH, DEPUTY - EF 3 P.

#### WHEN RECORDED MAIL TO:

Pacific Premier Bank 17901 Von Karman Avenue, Suite I200 Irvine, CA 92614 Attn: Mark D. Whalen, SVP Loan Number: 4400000864

SPACE ABOVE LINE FOR RECORDER'S USE

#### ASSIGNMENT OF DEED OF TRUST AND LOAN

AmericanWest Bank ("Assignor"), having an office at 110 S. Ferrall Street, Spokane, WA 99202 is the holder of the Deed of Trust dated December 23, 1014 from The McClannan 1998 Living Trust, in favor of Assignor recorded on December 30, 2014 under recording no. 11969755 in the records of Salt Lake County, Utah together with any amendments, renewals, extensions, or modifications thereto, the "Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing".

Assignor hereby sells, assigns, transfers and conveys all the right, title and interest of Assignor in and to the following to Pacific Premier Bank, and its successors and assigns ("Assignee"), with an address at 17901 von Karman Avenue, Suite 1200, (a) the Deed of Trust and all obligations secured thereby, (b) [the Assignment of Leases and Rents], (c) the loan secured by the Deed of Trust (the "Loan"); and (d) all promissory notes and other documents, instruments and agreements evidencing, securing, guaranteeing or otherwise governing the terms of the Loan (including but not limited to all environmental indemnity agreements entered into in connection with the Loan, whether or not the same are included in the Deed of Trust and whether or not the same are secured); (e) any and all title insurance policies and endorsements relating to the Deed of Trust; and (f) all claims, suits, causes of action, and any other right of Assignor, whether known or unknown, against any obligor arising under or in connection with the Loan or the loan documents pertaining to the Loan or the transactions contemplated thereby. This assignment is made without recourse, representations or warranties of any kind, except for those set forth in that certain Loan Purchase and Sale Agreement between Assignor and Assignee dated March 13, 2015.

Executed as of the 13th day of March, 2015

AmericanWest Bank

Kim Becker, Senior Vice President

By Kim Becker

## STATE OF WASHINGTON

## COUNTY OF SPOKANE

## On this 13th DAY OF MARCH 2015

before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kim Becker, to me known to be the Senior Vice President of the Corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year f	first above written.  Hegne
Notary Public in and for the State of Washington,  Residing at Spoken, WA  My appointment expires on Upwl 15, 2015	OA/15/2015 NOTARY PUBLIC April 15, 2015 OF WASHINITI

# EXHIBIT "A" LEGAL DESCRIPTION

File No.: 65928

The land referred to in this Commitment is situated in the County of Salt Lake, State of Utah, and described as follows:

Unit Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, and common area, contained within the Liberty Court Townhomes, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah as Entry No. 10435800, in Book 2008P, at Page 135, and in the Declaration of Covenants, Conditions and Restriction and Bylaws of the , recorded in Salt Lake County, on May 23, 2008, as Entry No. 10465801, in Book 9609, at Page 8984, of the Official Records.

Together with: (a) the undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) the exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

The following is shown for information purposes only: 16-07-215-001,16-07-215-002, 16-07-215-003, 16-07-215-004, 16-07-215-005, 16-07-215-006, 16-07-215-007, 16-07-215-008, 16-07-215-009

File No.: 65928

Exhibit A Legal Description