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8/29/2014 4:14:00 PM \$14.00
Book - 10257 Pg - 612-614
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 3 P.

When recorded, return to:

L. Anthony Beall, Esquire.
Troutman Sanders LLP
Post Office Box 1122
Richmond, Virginia 23218-1122

F-86079

Mountain Shadows Apartments

ASSIGNMENT OF SECURITY INSTRUMENT
(MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING)

CBRE MULTIFAMILY CAPITAL, INC., a Delaware corporation, whose address is c/o GEMSA Loan Services, L.P., 929 Gessner, Suite 1700, Houston, Texas 77024, Attention: Chief Legal Officer ("Lender"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns and delivers to FANNIE MAE, a corporation organized under the laws of the United States of America, whose address is c/o CBRE Multifamily Capital, Inc., c/o GEMSA Loan Services, L.P., 929 Gessner, Suite 1700, Houston, Texas 77024, Attention: Chief Legal Officer, its successors, participants and assigns, all right, title and interest of Lender in and to the following:

A Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, among Sunset Investors LLC, a Delaware limited liability company (the "Borrower"), Founders Title Company, a Utah corporation, as Trustee, and Lender, as Beneficiary, dated as of the 29th day of August, 2014, and recorded immediately prior hereto, in the Official Records of Salt Lake County, Utah, securing the payment of a Multifamily Note, dated as of the 29th day of August, 2014, in the original principal amount of \$16,219,000.00 made by the Borrower, payable to the order of Lender, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt secured thereby and all sums of money due and to become due thereon, with the interest provided for therein, and hereby irrevocably appoints assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which assignor hereunder possesses or to which assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the state in which the aforementioned instrument was recorded and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Lender has caused its name to be signed hereto by its authorized officer to execute, acknowledge and deliver these presents on its behalf, all done as of this 29th day of August, 2014.

CBRE MULTIFAMILY CAPITAL, INC., a
Delaware corporation

By: [Signature]
Name: _____
Title: JEFFREY W. HURLEY
VICE PRESIDENT

STATE OF Texas)
COUNTY OF Harris) ss:

On the 27th day of Aug., 2014, personally appeared before me Jeffrey W. Hurley, Vice President of CBRE Multifamily Capital, Inc., a Delaware corporation, the signor of the foregoing instrument, who duly acknowledged to me that he/she executed the same for and on behalf of said corporation.

[Signature]
Notary Public
Residing in Houston TX

My Commission Expires: 6/4/2016

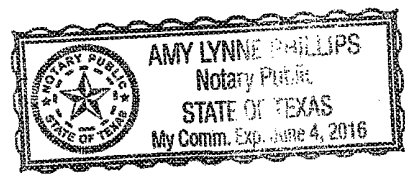


EXHIBIT A
TO THE ASSIGNMENT OF SECURITY INSTRUMENT

Beginning at the Southwest Corner of Lot 2, Block 13, Ten Acre Plat "A", Big Field Survey, and running thence North $00^{\circ}02'50''$ West along the East line of 700 West Street 1143.52 feet to the South line of Fine Drive (3750 South Street Dedication Plat as recorded with the Office of the Salt Lake County Recorder), said point being South $00^{\circ}02'50''$ East 1.83 feet from the Northwest Corner of Lot 3 of said Block 13; thence South $89^{\circ}57'24''$ East along said South line 750.19 feet to the point of curvature; thence Northeasterly along a 500 foot radius curve to the left through a central angle of $00^{\circ}39'20''$ a distance of 5.72 feet to a point on the extension of the West line of Breitling Subdivision as recorded with the Office of the Salt Lake County Recorder; thence South along said West line and line extended 226.45 feet to the Northeast Corner of Lot 12 of said Breitling Subdivision; thence West along the North line of said Breitling Subdivision 237.44 feet to the Northwest Corner of Lot 14 of said Breitling Subdivision; thence South along the West line of said Breitling Subdivision 314.01 feet; thence North $89^{\circ}54'15''$ West 145.99 feet; thence South 603.40 feet to the North line of 3900 South Street; said point being South $89^{\circ}54'15''$ East 180.91 feet from the Southwest Corner of Lot 2, Block 3, Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North $89^{\circ}54'15''$ West along said North line of 3900 South Street 371.54 feet to the point of beginning.

For Information Purposes Only: Tax ID No. 15-36-302-025