

13129914  
11/21/2019 3:05:00 PM \$40.00  
Book - 10863 Pg - 1550-1553  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
CHARGER TITLE INSURANCE AGCY  
BY: eCASH, DEPUTY - EF 4 P.

When Recorded Mail to:  
Pines Investments  
1184 Jordan River Drive  
South Jordan, UT 84095

5554LP

#### ASSIGNMENT OF NOTE AND DEED

1. FOR VALUE RECEIVED, the sufficiency of which is acknowledged by both parties, the undersigned Gregg Schultz for W. Tungsten LLC ("Assignor") located at PO BOX 520697 SLC, UT 84152 hereby assigns, transfers and sets over unto Mark Burgess for Pines Investment as to a 35.71% interest, located at 1184 Jordan River Drive South Jordan, UT 84095, and Bank of Utah, Custodian for Barbara Burgess IRA # 1602511 as to a 21.42% interest ("Assignee") all rights relating to the Promissory Note dated September 18th 2019 and between Assignor and George Washington, LLC located at PO BOX 520697 SLC, UT 84152 ("Note") and the Deed of Trust dated September 18th, 2019 and recorded on September 19th with Entry Number 13078130 on Book/Page 10833/1195-1199 ("Deed") on the property located at 122 S Navajo St SLC, UT with the legal description and Tax ID of SEE EXHIBIT A, including all moneys now due or hereafter to become due to Assignor from the Note.
2. This assignment ("Assignment") includes any and all amendments thereof and supplements thereto now existing or hereafter arising, no matter how evidenced, and any extensions, renewals or modifications of the Note, and constitutes a present and absolute assignment to Assignee as of the Effective Date. Upon the occurrence of an event of default or failure to pay the Note, Assignee may, in its sole discretion, initiate or participate in any legal proceedings respecting the enforcement of said rights, including but not limited by, foreclosure on the property being the subject matter of the Note and Deed.
3. Assignor hereby and irrevocably constitutes and appoints Assignee the true and lawful attorney-in-fact of Assignor with respect to the Note and Trust Deed, which power is deemed coupled with an interest to demand, receive and enforce payments, and to give receipts, releases and satisfactions, either in the name of Assignor or in Assignee in the same manner and with the same effect as Assignor could do if this Assignment had not been made.
4. Assignor agrees that should any payments assigned hereunder be received by Assignor, such payments will be received in trust for Assignee and Assignor will forthwith deliver the same to Assignee in the identical form received by Assignor.
5. Assignor represents and warrants to Assignee, as of the effective Date that:
  - (a) Assignor is the sole owner of the rights, privileges and interests being assigned to Assignee;
  - (b) Assignor has the right to make this Assignment and such rights and interests are granted and assigned free from liens, encumbrances, claims, setoffs of every kind whatsoever;
  - (c) the Note is in full force and effect and enforceable in accordance with its terms and no default, or event which would constitute a default after notice or the passage of time, or both, exists with respect to the Note;
  - (d) Assignor has not heretofore assigned or pledged its interest in the Note and Assignor will not further pledge or assign its interest in the Note;
  - (e) this Assignment is irrevocable and shall remain in full force and effect until and unless the Note is paid in full; and
  - (f) Assignor will indemnify and hold harmless Assignee from the consequences of any failure or misrepresentation of Assignor with respect to this Assignment.

6. Assignee does hereby accept this Assignment and shall pay to Assignor the amount of {Payoff amount} as full and complete consideration for the assignment. A per diem of {Per diem} shall accrue for each day beyond the Effective Date and continuing until payment in full of the consideration is received by Assignor. Assignee also agrees to pay for any recording costs or other associated title fees to the title company recording this Assignment.

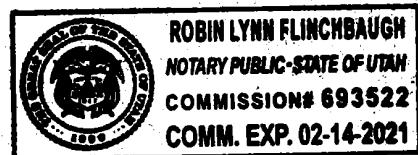
7. This Assignment, together with the agreements, covenants and warranties contained herein, shall inure to the benefit of Assignee and any subsequent assignee or transferee and shall be binding upon Assignee and any subsequent assign or successor-in-interest.

8. This Assignment shall be governed exclusively by the provisions hereof and by the laws of the State of Utah, as they may from time to time exist.

9. The Effective Date shall mean {Effective Date}.

**FOR ASSIGNEE:**

Gregg Schultz, Manager  
W. Tungsten, LLC



STATE OF UTAH

: ss.

COUNTY OF

On the 14 day of November, 2019, personally appeared before  
Gregg Schulte who being by me duly  
sworn, says that he/she/they is/are the individual(s) that executed the above and foregoing instrument.

## Notary

FOR ASSIGNEE:

Mark Burgess

By: Mark Burgess

For: Pines Investment

STATE OF UTAH )

: ss.

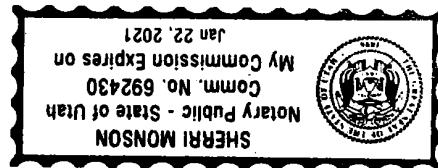
COUNTY OF Salt Lake

On the 15 day of November, 2019, personally appeared before

Mark Burgess who being by me duly sworn, says that he/she/they is/are the individual(s) that executed the above and foregoing instrument.

Monson

Notary



FOR ASSIGNEE:

Barbara Burgess

By: Barbara Burgess

For: Bank of Utah, Custodian for Barbara Burgess IRA # 1602511

STATE OF UTAH )

: ss.

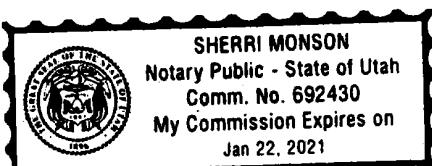
COUNTY OF Salt Lake

On the 15 day of November, 2019, personally appeared before

Barbara Burgess who being by  
me duly sworn, says that he/she/they is/are the individual(s) that executed the above and foregoing instrument.

Monson

Notary



Read and Approved By:

Bank of Utah

**ORDER NUMBER: 5554LP**

**EXHIBIT "A"**

**ALL OF LOTS 48, 49, 50 AND 51, BLOCK 7, HIGHLAND PARK ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

**TOGETHER WITH ONE-HALF VACATED ALLEY ABUTTING ON THE WEST.**

Tax Serial Number: **15-03-233-006**