

WHEN RECORDED, RETURN TO:

Royal Neighbors of America
c/o John Friederich
230 16th Street
Rock Island, IL 61201

TIN:

22-35-226-033

22-35-226-032

13734947

8/3/2021 11:22:00 AM \$40.00

Book - 11216 Pg - 4203-4207

RASHELLE HOBBS

Recorder, Salt Lake County, UT

COTTONWOOD TITLE

BY: eCASH, DEPUTY - EF 5 P.

ASSIGNMENT OF LEASES AND RENTALS

142410-CAF

KNOW ALL MEN BY THESE PRESENTS, that of **BRIGHTON POINTE PARTNERS LLC**, a Utah limited liability company, hereinafter referred to as "Assignor", in consideration of ONE DOLLAR (\$1.00) the making by Assignee of a loan to Assignor as described hereunder and other good and valuable considerations, paid to Assignor by **ROYAL NEIGHBORS OF AMERICA**, an Illinois fraternal benefit society, (hereinafter referred to as "Assignee"), hereby assigns to Assignee all rents, income, profits and issues arising from the property commonly known as Brighton Pointe Shopping Center located and situate at 3410 Bengal Blvd., Cottonwood Heights, Salt Lake County, Utah, more particularly described in "Exhibit A" attached hereto and made a part hereof, together with and including all month-to-month tenancies or tenancies at will which may now or hereafter exist in or upon any part of said premises, and any and all leases for specific terms now in effect or hereafter made by Assignor affecting all or any part of said premises, and any and all extensions and renewals thereof, and all rents, income, profits and issues arising from said premises under any and all leases hereafter made affecting said premises (all such rights and property being hereinafter referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD THE SAME unto Assignee and its successors or assigns forever as additional collateral security for the payment of the principal sum and interest and all other sums with interest thereon provided to be paid in a certain promissory note ("Note") made by Assignor in the sum of **Two Million Seven Hundred Thousand Dollars (\$2,700,000.00)** and interest, and in a certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") made by Assignor, both of even date herewith, covering the Mortgaged Property herein described and the acceptance of this Assignment and the collection of rents, income, profits and issues hereby assigned shall be without prejudice to and shall not constitute a waiver of any rights of Assignee under the terms of said Note and Deed of Trust. It is expressly understood and agreed that unless and until Assignor, or others liable therefor, default in the performance of any of the terms or covenants contained in said Note or Deed of Trust or accompanying documents, or this Assignment, Assignor shall have the right to collect and retain the rents, income, profits and issues.

In the event of any such default Assignee is hereby empowered to collect the rents, income, profits and issues from the Mortgaged Property herein described, together with all rents,

income, profits and issues arising from subsequent leases made in connection with said Mortgaged Property and apply the same, after payment of all charges and expenses, on account of the indebtedness for which this Assignment is additional security, and further, Assignee shall, at its option, have the right to enter upon said Mortgaged Property, with or without taking possession of said Mortgaged Property, and let the same, or any part thereof and collect all rents, income, profits and issues therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of said indebtedness and toward the payment of day-to-day operating expenses of said Mortgaged Property.

Assignor will not without the prior written consent of Assignee, except in the ordinary course of business reduce the amount of rent due under, extend the term of, accept surrender of or terminate, either orally or in writing, any lease or tenancy now existing upon the Mortgaged Property nor will Assignor waive performance of the obligations of the tenants thereunder nor permit an assignment or sublease unless the same shall be expressly permitted by the terms of the lease. Assignor will not accept payment of rent for more than two (2) months in advance without the prior written consent of Assignee. If requested by Assignee, Assignor will separately assign to Assignee, as additional security, any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing. Assignor will provide Assignee with an original copy of the lease used by Assignor.

Assignor hereby covenants and warrants that no tenant of said Mortgaged Property holds any option or contract to purchase the same, that all leases and tenancies are in full force and effect, that no tenant has any existing rights to offset any rent under any existing lease or tenancy, that Assignor has not executed any prior assignment of leases, or rentals, and that Assignor has not performed any acts or executed any other instrument which might prevent Assignee from operating under any of the terms or conditions of this Assignment or which would limit Assignee in such operation.

It is further understood that this Assignment shall not operate to place responsibility for the control, management or repair of said Mortgaged Property upon Assignee, or for the carrying out of any of the terms and conditions of any leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged Property by the tenant or any other party, nor for any dangerous or defective conditions of the Mortgaged Property, nor for any negligence in the management, upkeep, repair or control of said Mortgaged Property resulting in loss or injury, or death to any tenant, licensee, employee or stranger; and Assignor agrees to indemnify Assignee against any loss or damage (including attorneys' fees) that Assignee may incur by reason thereof.

It is further understood that no security deposited by a tenant with the landlord has been transferred to Assignee and that Assignee assumes no liability for any security so deposited.

Any lessee of said Mortgaged Property may rely absolutely upon the written statement of Assignee that the loan is in default and may, in reliance thereon, pay its rent and other charges to Assignee. Assignor covenants that such payments to Assignee shall constitute and be taken to be payments of the rent and other charges under the lease and the payment thereof to Assignee

rather than to Assignor shall not constitute a default on the part of any lessee in the performance of its lease.

Assignor covenants and agrees that Assignee may collect the rents, incomes, profits and issues from said Mortgaged Property and exercise all other rights and remedies hereunder without taking actual possession of said Mortgaged Property or other equivalent action.

This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Note and Deed of Trust and shall be binding upon Assignor, its heirs, legal representatives, successors or assigns and any subsequent owner of the Mortgaged Property.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment this 2 day of August 2021.

BRIGHTON POINTE PARTNERS LLC,
a Utah limited liability company

By: DOE ACTIVITIES LLC,
a Utah limited liability company
Its: Managing Member

By: 
Name: Senti Sorensen
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of August, 2021, by Senti Sorensen, Manager of Doe Activites LLC, Managing Member of Brighton Pointe Partners LLC.



A handwritten signature in black ink, appearing to read 'Cortlund G. Ashton'.

Notary Public

My Commission Expires:

7/25/23

Residing at:

DRAPER, UT

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point being South 00°08'25" West along the section line 621.00 feet and South 89°55'20" West 391.50 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence South 89°56'20" West along said South line 314.33 feet to the Northeasterly boundary of Southampton No. 2, a Subdivision in the Northeast quarter of said Section 35; thence South 38°52'44" East along said Northeasterly boundary 754.67 feet; thence North 89°56'20" East 11.70 feet to the point of beginning.

LESS AND EXCEPTING the following:

Beginning at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of beginning.

PARCEL 2:

Beginning at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of beginning.

PARCEL 3:

The non-exclusive easements, appurtenant to Parcel 1 and Parcel 2 described herein, for pedestrian and vehicular access, parking of vehicles, and utilities, as created and described in that certain Development Agreement recorded February 7, 1985 as Entry No. 4048237 in Book 5628, Page 686, and by that certain Amendment of Development Agreement recorded April 27, 1993 as Entry No. 5487130, in Book 6648, Page 425, and re-recorded May 12, 1993 as Entry No. 5501239, in Book 6561, at Page 499, and by that Second Amendment to Development Agreement recorded April 27, 1993 as Entry No. 5487131, in Book 6648, Page 435.

PARCEL 4:

The non-exclusive easements, appurtenant to Parcel 1 and Parcel 2 described herein, for pedestrian and vehicular access, and utilities, as created and described in that certain Declaration of Easements recorded February 7, 1985, as Entry No. 4048238, in Book 5628, Page 707.