14028944 B: 11378 P: 9533 Total Pages: 5 10/12/2022 03:41 PM By: mpalmer Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: MERIDIAN TITLE COMPANY 64 E WINCHESTER STSALT LAKE CITY, UT 841075600

When recorded, please return to:

Rocky Mountain Community Reinvestment Corporation Attn: Credit Department 64 East Winchester Street, Suite 330 Salt Lake City, UT 84107

Tax Parcel I.D. Nos.: 15-32-276-049

COLLATERAL ASSIGNMENT OF DEED OF TRUST

Reference is hereby made to that certain Promissory Note ("<u>Lender's Note</u>") identified on <u>Schedule A-1</u> attached hereto and by this reference incorporated herein, executed and delivered by **ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION**, a Utah nonprofit corporation, ("<u>Assignor</u>") to **ZB, N.A. dba ZIONS FIRST NATIONAL BANK**, whose address is 2460 South 3270 West, West Valley City, Utah 84119 ("<u>Assignee</u>").

Know all Persons by these Presents, that Assignor does hereby assign, as security for the performance by Assignor of all of its obligations under the Lender's Note, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (including, without limitation, its right, title and interest as Lender under the Loan Agreement described below) the deed of trust, identified on Schedule A-2 attached hereto and by this reference incorporated herein (as such document may have been amended, modified, spread, consolidated and/or reduced, collectively hereinafter referred to as the "Deed of Trust"), together with the corresponding notes and indebtedness described in and secured by such Deed of Trust and any money due or to become due thereunder with interest (which loans and indebtedness are more particularly described in that certain Loan Agreement identified on attached Schedule A-3, by and between Assignor and the Borrower thereunder (the "Loan Agreement").

Assignor hereby certifies that it has not heretofore assigned any of its right, title or interest in, to or under the Deed of Trust.

The Deed of Trust encumbers the real property described more particularly on <u>Exhibit A</u> attached hereto.

This Collateral Assignment of Deed of Trust is dated and effective as of September 16, 2022.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed as of the date and year first written above.

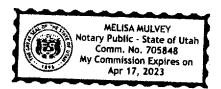
ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation

By

David Rip, Chief Operations Officer

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

The foregoing instrument was acknowledged before me this <u>lobol</u> day of <u>Octobol</u>, 2022, by David Rip, Chief Operations Officer of ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation.



MMULUCY NOTARY PUBLIC AND SEAL

SCHEDULE A-1

Lender's Note: Promissory Note in the amount of \$2,076,720.00 dated September 16, 2022, executed and delivered by ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION to ZB, N.A. dba ZIONS FIRST NATIONAL BANK.

SCHEDULE A-2

1. Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of September 16, 2022, made by WILLOW PARK ASSOCIATES, LLC, a Utah limited liability company, as Borrower, to COTTONWOOD TITLE INSURANCE AGENCY, INC., whose address is 1996 East 6400 South, Suite 120, Murray, Utah 84121, as Trustee, in favor of ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation, whose address is 64 East Winchester Street, Suite 330, Salt Lake City, Utah 84107, as Beneficiary, to secure the original aggregate principal amount of \$2,076,720.00, recorded on the 20th day of September, 2022, in the official real estate records of the Salt Lake County Recorder, State of Utah, as Instrument No. 14018817 in Book 11373 at Page 8857 et seq.

SCHEDULE A-3

Loan Agreement: Multifamily Loan and Security Agreement dated as of September 16, 2022, as amended by that certain Modification to Multifamily Loan and Security Agreement of even date herewith, and as the same may be further amended or modified, by and between **ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION**, as Lender, and Willow Park Associates, LLC, a Utah limited liability company, as Borrower, in connection with a term loan in the amount of \$2,076,720.00.

EXHIBIT A

(Legal Description of the Property)

PARCEL 1:

A part of the Northeast quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point on the North right of way line of 3800 South Street located South 89°55'20" West 990.00 feet and North 25.00 feet from the East quarter corner of said section, and running thence South 89°55'20" West 190.00 feet along said North right of way line; thence North 129.75 feet; thence South 89°55'20" West 140.00 feet; thence North 749.25 feet; thence North 89°57'00" East 330.00 feet to the West line of the Deseret Subdivision; thence South 878.84 feet along said West line to the point of beginning.

PARCEL 1A:

A non-exclusive easement, appurtenant to Parcel 1 described herein, for the construction, maintenance, operation, repair and replacement of a sanitary sewer outfall line and necessary components thereof, as defined and granted in that certain Easement recorded May 21, 2003 as Entry No. 8658142 in Book 8801 at Page 3480, over the following described property:

A 15.00 foot Wide Sewer Easement being 7.50 feet on each side of the following described centerline:

A part of the Northeast quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point on the Grantor's South Property Line located South 89°55'20" West 990.00 feet and North 00°00'00" East 903.84 feet and South 89°57'00" West 303.00 feet from the East quarter corner of said section, and running thence North 00°00'00" East 305.47 feet; thence North 64°15'19" East 116.55 feet to the South right-of-way line of 3650 South Street and the end of said easement.

PARCEL 1B:

A non-exclusive easement, appurtenant to Parcel 1 described herein, for emergency ingress and egress for pedestrian and vehicular traffic, as defined and granted in that certain Emergency Access Easement recorded May 21, 2003 as Entry No. 8658143 in Book 8801 at Page 3484, over the following described property:

A 15 foot Wide Access Easement being 7.5 feet on each side of the following described centerline:

A part of the Northeast quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point on the Grantor's South Property Line located South 89°55'20" West 990.00 feet and North 00°00'00" East 903.84 feet and South 89°57'00" West 303.00 feet from the East quarter corner of said section, and running thence North 00°00'00" East 305.47 feet; thence North 64°15'19" East 116.55 feet to the South right-of-way line of 3650 South Street and the end of said easement.