

RECORDED AT REQUEST OF,
AND WHEN RECORDED MAIL TO:

**ASSIGNMENT OF CONSTRUCTION DEED OF TRUST AND FIXTURE
FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY
AGREEMENT)**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, FIRST WESTERN TRUST BANK, a Colorado banking corporation (“Assignor”), pursuant to the terms and provisions of that certain Agreement for Purchase and Sale of Loan of even date herewith, hereby grants, bargains, sells, assigns, transfers and sets over unto LONGVIEW ASSET MANAGEMENT LLC, a North Carolina limited liability company (“Assignee”), whose mailing address is 2812 New Hope Church Road Chapel Hill, NC 27514, all of Assignor’s rights, titles and interests (including beneficial interests) in, to and under that certain Construction Deed of Trust and Fixture Filing (with Assignment of Leases and Rents and Security Agreement) (the “Trust Deed”), together with the indebtedness secured thereby, which Trust Deed is dated February 2, 2023, and which Trust Deed was made, executed, acknowledged and delivered by CHICAGO ST TOWNHOMES PROPERTY, LLC, as trustor, in favor of FIRST WESTERN TRUST BANK, as Beneficiary and COTTONWOOD TITLE INSURANCE AGENCY, INC., as trustee.

The Trust Deed was filed for record in the office of the Salt Lake County, Utah Recorder on February 3, 2023, as Entry No. 14068971, in Book No. 11399, at Page 2967, official records of Salt Lake County, Utah. The Trust Deed encumbers the following described parcel of real property (the “Trust Property”) situated in Salt Lake County, Utah:

See Exhibits “A” and “B” for the Legal and Other Descriptions, which exhibits are attached hereto and incorporated herein by this reference.

The Trust Property or its addresses are approximately known as follows: 36, 30, 28 and 18 North Chicago Street, Salt Lake City, Utah 84116 (Parcels 1 through 4); and, 928 West South Temple Street, Salt Lake City, Utah 84116 (Parcels 5 and 6). The Trust Property’s tax identification numbers are known as follows: 08-35-456-009-0000; 08-35-456-010-0000; 08-35-456-011-0000; 08-35-456-012-0000; 08-35-456-013-0000; and 08-35-456-014-0000.


Assignor grants, bargains, sells, assigns, transfers and sets over its interests in and to the Trust Deed to Assignee with no representations or warranties.

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DATED this 13th day of March 2024.

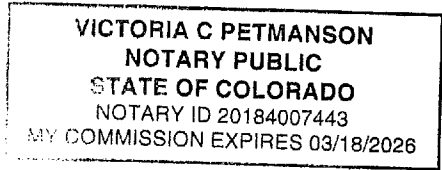
ASSIGNOR:

FIRST WESTERN TRUST BANK

By: 
Name: Piper Pierce
Title: Regional Credit Approver

STATE OF COLORADO)
) :SS
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of March 2024, by Piper Pierce, Regional Credit Approver of FIRST WESTERN TRUST BANK, beneficiary of the Trust Deed referred to in said instrument.



Notary Public
Residing at:

My Commission Expires:
3.18.2026

Victoria C. Petmanson

[80111.01]

Exhibit "A"
Legal Descriptions

The following described real properties located in Salt Lake County, State of Utah:

PARCEL 1:

Commencing 1 foot West and 38.75 feet South of the Northwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence East 124.0 feet; thence South 41.25 feet; thence West 124.0 feet; thence North 41.25 feet to the point of commencement.

PARCEL 2:

Commencing at a point 208 3/4 feet North from the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence West 1 foot; thence North 41-1/4 feet; thence East 124 feet; thence South 41-1/4 feet; thence West 123 feet to the place of beginning.

PARCEL 2A:

A perpetual right of way over the following described land to-wit: Commencing at a point 123 feet East from the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey aforesaid, and running thence East 9 feet; thence North 40 rods; thence West 9 feet; thence South 40 rods to the place of beginning.

PARCEL 3:

Commencing 451.25 feet South from the Northwest corner of Lot 7, Block 57, Plat "C", Salt Lake City Survey, and running thence East 123.0 feet; thence South 41.25 feet; thence West 124.0 feet; thence North 41.25 feet; thence East 1.0 foot to the point of commencement.

PARCEL 4:

Commencing 1 foot West and 81.0 feet North from the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence North 86.5 feet; thence East 124.0 feet; thence South 86.5 feet; thence West 124.0 feet to the point of commencement.

PARCEL 5:

Commencing at the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence East 66 feet; thence North 81 feet; thence West 67 feet; thence South 81 feet; thence East 1 foot to the point of beginning.

PARCEL 6:

Beginning at a point 42 feet West from the Southeast corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence West 57 feet; thence North 81 feet; thence East 57 feet; thence South 81 feet to the place of beginning.

PARCEL 6A:

A perpetual right of way over the following described land to-wit: Commencing at a point 33 feet West from the Southeast corner of Lot 2, Block, Plat, and Survey aforesaid, and running thence South 40 rods to the place of beginning.

Together with and any and all other appurtenant water rights.

[80111.01]

Exhibit "B"

DESCRIPTION OF PERSONAL PROPERTY

All of Grantor's assets, including without limitation, "Account", "Cash proceeds", "Chattel paper", "Collateral", "Deposit account", "Electronic chattel paper", "Equipment", "Fixtures", "General intangibles", "Goods", "Instrument", "Inventory", "Investment property", "Letter-of-credit right", "Noncash proceeds", "Proceeds", and "Tangible chattel paper", as defined in the Uniform Commercial Code. Such assets include without limitation,

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials and software embedded in any of the foregoing) in which Grantor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Premises or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Grantor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Premises, Improvements, or such personal property ("**Personal Property**");

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Obligations remains unpaid or unperformed, may accrue from such Personal Property or any part thereof or from the Premises, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Grantor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Grantor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Premises or Improvements, rights to receive capital contributions or subscriptions from Grantor's partners or shareholders, amounts payable on account of the sale of partnership interests in Grantor or the capital stock of Grantor, accounts and other accounts receivable, deposit accounts, chattel paper (whether tangible or electronic), notes, drafts, contract rights, instruments, general intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Premises, the Improvements, the Personal Property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Premises or Improvements, all names under or by which the Premises or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Premises or the Improvements, and all good will and software in any way relating to the Premises or the Improvements;

(e) Grantor's rights under all insurance policies covering the Premises, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Premises;

(g) All water stock relating to the Premises;

(h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate;

(i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Premises and all studies, data, and drawings related thereto; and also all contracts and agreements of the Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Premises;

(j) All commercial tort claims Grantor now has or hereafter acquires relating to the properties, rights, titles, and interests referred to in this Exhibit B or elsewhere in the Deed of Trust;

(l) All letter of credit rights (whether or not the letter or credit is evidenced by a writing) Grantor now has or hereafter requires relating to the properties, rights, titles and interest referred to in this Deed of Trust;

(m) All proceeds from sale or disposition of any of the aforesaid collateral and all supporting obligations ancillary thereto or arising in any way in connection therewith; and

(n) All Grantor's rights in proceeds of the loan evidenced by the Note.

As used in this Exhibit B the terms "Obligations", "Note", "Trust Estate", "Premises", "Improvements" and all other capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Deed of Trust to which a copy of this Exhibit B is attached.