

WHEN RECORDED MAIL TO:

Citibank, N.A.
Transaction and Asset Management Group/Post Closing
Citi Community Capital
3800 Citibank Center
Tampa, FL 33610
Re: Latitude Apartments, Deal ID - 50010485
183536-CAP

14328902 B: 11541 P: 1547 Total Pages: 6
12/24/2024 08:21 AM By: vanguyen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

**ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

**TIN 15-02-251-024, 15-02-251-025, 15-02-251-026 &
15-02-251-027**

KNOW ALL PERSONS BY THESE PRESENTS:

UTAH HOUSING CORPORATION, an independent body politic and corporate, constituting a public corporation of the State of Utah ("**Assignor**"), pursuant to that certain Funding Loan Agreement, dated as of the date hereof ("**Funding Loan Agreement**"), by and among Assignor, Zions Bancorporation, National Association, as fiscal agent (the "Fiscal Agent") and **CITIBANK, N.A.**, a national banking association ("**Assignee**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign to Assignee, without recourse, all of Assignor's right, title and interest in and to, subject to the Unassigned Rights (as defined in the Funding Loan Agreement), the instruments ("**Assigned Instruments**") described on Schedule 1 attached hereto.

TOGETHER with the Note described in the Assigned Instruments, and the money due and to become due thereon, with the interest thereon, TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained therein, AND the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead, but at Assignee's cost and expense, to have, use and take all lawful ways and means for the recovery of all of the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could if these presents were not made.

Overriding Limitations. In no event shall Assignor:

(i) prosecute its action to a lien on the Project, as defined in that certain Borrower Loan Agreement by and between West 200 South UT, LLLP, a Utah limited liability limited partnership ("**Borrower**"), and Assignor (the "**Borrower Loan Agreement**"); or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Assignee or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by Borrower under the Borrower Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan.

Definitions. All capitalized terms that are used and are not defined herein shall have the respective meanings ascribed to them in the Borrower Loan Agreement. In all references herein to any parties, persons, entities or corporations the use of any particular gender on the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.


Dated as of the 1st day of December, 2024 (the foregoing date is for reference purposes only and this Assignment shall not be effective until the Closing Date, as defined in the Borrower Loan Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Deed of Trust and Loan Documents or caused this Assignment of Deed of Trust and Loan Documents to be duly executed and delivered by its authorized representative as of the date first set forth above.

ASSIGNOR:

UTAH HOUSING CORPORATION,
an independent body politic and corporate,
constituting a public corporation of the State of
Utah

By: 
Name: David C. Damschen
Title: President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF Utah)
COUNTY OF Salt Lake)SS.:

On December 5th, 2024 before me, Rhonda C. Pregeant, Exec. Pro. (here insert name and title of officer), personally appeared David Bensch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

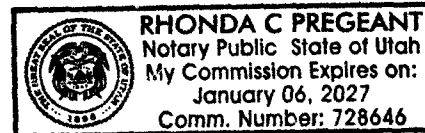
Rhonda C. Pregeant

Notary Public

Print Name: Rhonda C. Pregeant

My commission expires:

January 6, 2027



**SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

ASSIGNEE:

Citibank, N.A.
388 Greenwich Street, Trading 4th Floor
New York, New York 10013

ASSIGNED INSTRUMENTS:

1. Multifamily Note (Tax-Exempt) by **WEST 200 SOUTH UT, LLLP**, a Utah limited liability limited partnership ("**Borrower**"), to Assignor, dated as of the Closing Date, in the original principal amount of up to \$18,800,000.
2. Multifamily Note (Taxable) by Borrower, to Assignor, dated as of the Closing Date, in the original principal amount of up to \$6,800,000.
3. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date hereof, executed by Borrower for the benefit of Assignor securing the principal amount of up to \$25,600,000, which is being recorded immediately prior hereto in the Recorder's Office of Salt Lake County, Utah, and encumbers the real property (and improvements thereon) that is more particularly described on **Exhibit A**.

EXHIBIT A

LEGAL DESCRIPTION

The Land is situated in Salt Lake County, State of Utah, and is described as follows:

ALL OF LOTS 10, 11, 12, 13, 14, 15, 16 AND THE EAST 23.00 FEET OF LOT 17 OF BLOCK 1, ARCHER KULLAK SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK "B" OF PLATS AT PAGE 35, SAID COMBINED PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10, AND RUNNING THENCE SOUTH 89°58'17" WEST 198.05 FEET; THENCE NORTH 0°00'45" WEST 137.02 FEET ALONG A LINE THAT IS PARALLEL WITH AND 2.00 FEET EAST OF THE WEST LINE OF SAID LOT 17 TO THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89°58'21" EAST 198.05 FEET ALONG THE NORTH LINE OF SAID LOTS TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 0°00'39" EAST 137.02 FEET ALONG THE EAST LINE OF SAID LOT 10 TO THE POINT OF BEGINNING.