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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
2/1/2017 2:32:00 PM  
FEE \$18.00 Pgs: 5  
DEP eCASH REC'D FOR ANDERSON McCOY &

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

STARWOOD MORTGAGE FUNDING V LLC, a Delaware limited liability company  
(Assignor)

to

DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE, ON BEHALF OF THE  
REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE TRUST 2016-P5,  
COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-P5  
(Assignee)

Parcel Number(s): 10-286-0002  
County of Davis  
State of Utah

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:  
McCOY & ORTA, P.C.  
100 North Broadway, 26<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73102  
Telephone: 888-236-0007

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

STARWOOD MORTGAGE FUNDING V LLC, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, FL 33139, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE TRUST 2016-P5, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-P5, having an address at 1761 East St. Andrew Place, Santa Ana, CA 92705, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

ASSIGNMENT OF LEASES AND RENTS made by SUMMIT LODGING DAVIS, LLC, a Utah limited liability company to STARWOOD MORTGAGE CAPITAL LLC, a Delaware limited liability company dated as of July 12, 2016 and recorded on July 12, 2016, as Entry Number 2951033, in Book 6556, Page 475 in the Recorder's Office of the Recorder of Davis County, Utah ("Recorder's Office") (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended) ("Assignment of Leases"), securing payment of note(s) of even date therewith, in the original principal amount of \$12,525,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

The Assignment of Leases was assigned to STARWOOD MORTGAGE FUNDING III LLC, by assignment instrument(s) dated as of July 12, 2016 and recorded on July 12, 2016, as Entry Number 2951133, in Book 6556, Page 1082, in the Recorder's Office.

The Assignment of Leases was further assigned to Assignor, by assignment instrument(s) recorded in the Recorder's Office simultaneously herewith.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.


Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

27<sup>th</sup> IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this day of October, 2016.


**STARWOOD MORTGAGE FUNDING V LLC,  
a Delaware limited liability company**

By:   
Name: Grace Y. Chiang  
Title: Senior Vice President

STATE OF NEW YORK           §  
  §  
COUNTY OF NEW YORK       §

On the 27<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Grace Y. Chiang, as Senior Vice President of STARWOOD MORTGAGE FUNDING V LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Name of Notary Public  
My Commission Expires:

**DESMOND MCWEENEY**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MC6330849  
Qualified in Nassau County  
My Commission Expires September 28, 2019

Reference No.: 2152.013  
Matter Name: Hilton Garden Inn Layton  
Pool: CGCMT 2016-P5

EXHIBIT A  
LEGAL DESCRIPTION

**PARCEL 1**

Unit No. 2, contained within the Davis County Conference Center Condominiums, 1st Amendment, a condominium project as the same is identified in the Record of Survey Map recorded on March 12, 2004, in Davis County, as Entry No. 1969569 in Book 3495 at Page 511 and in the Declaration recorded March 12, 2004, in Davis County, as Entry No. 1969570 in Book 3495 at Page 512, and 1<sup>st</sup> Amendment recorded January 27, 2009, as Entry No. 2418571, and 2nd Amendment recorded July 12, 2016, 2016, as Entry No. 2950994, and as amended by that certain Estoppel and Agreement dated July 05, 2016, recorded on July 12, 2016 in Davis County, Utah as Entry No. 2951011 in Book 6556 at Page 350.

Together with the appurtenant undivided interest in said project's Common Areas as established in said Declaration and allowing for periodic alteration both in the magnitude of said undivided interest and in the composition of the Common Areas and Facilities to which said interest relates.

The following is shown for information purposes only: 10-286-0002

**PARCEL 2**

**A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC OVER, ACROSS AND THROUGH THE PARKING PARCEL. SUCH ACCESS SHALL BE OVER THE DESIGNATED TRAVEL LANES WITHIN THE PARKING PARCEL. SUCH EASEMENT SHALL BE FOREVER APPURTENANT TO THE HOTEL CONDOMINIUM, FOR THE USE AND BENEFIT OF THE BENEFITED PARTIES, AND ALSO A PERPETUAL NON-EXCLUSIVE EASEMENT TO UTILIZE ALL OF THE PARKING SPACES LOCATED ON THE PARKING PARCEL. SUCH EASEMENT SHALL BE FOREVER APPURTENANT TO THE HOTEL CONDOMINIUM, FOR THE USE AND BENEFIT OF THE BENEFITED PARTIES, AS GRANTED IN VEHICULAR ACCESS, PARKING AND MAINTENANCE AGREEMENT RECORDED March 12, 2004 AS ENTRY NO. 1969572, IN BOOK/PAGE 3495/562.**

**PARCEL 3**

**A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT TO USE AND ENJOY THE SHARED FACILITIES, AS THE SAME MAY BE MODIFIED, EXPANDED REPLACED OR RELOCATED FROM TIME TO TIME FOR THE BENEFIT OF HOTEL DEVELOPER AS OWNER OF THE HOTEL UNIT, AND FOR THE BENEFIT OF THE TENANTS, INVITEES, EMPLOYEES AND AGENTS OF HOTEL DEVELOPER, AS GRANTED IN JOINT USE AGREEMENT RECORDED March 12, 2004 AS ENTRY NO. 1969573, IN BOOK/PAGE 3495/578.**