

E 3542740 B 8330 P 630-633  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/05/2023 03:23:12 PM  
FEE: \$40.00 Pgs: 4  
DEP eCASH REC'D FOR: COTTONWOOD TITLE  
INSURANCE AGENCY, INC.

RECORDATION REQUESTED BY:

UTAH FIRST FEDERAL CREDIT UNION  
200 EAST SOUTH TEMPLE  
SALT LAKE CITY, UT 84111  
(801) 320-2600

WHEN RECORDED MAIL TO:  
UTAH FIRST FEDERAL CREDIT UNION  
200 EAST SOUTH TEMPLE  
SALT LAKE CITY, UT 84111  
(801) 320-2600  
ATTN: HECTOR MORRIS

SEND TAX NOTICES TO:

*Darlene Carter*  
*1187 E. Bella Vista Dr.*  
*Fruit Heights, UT 84037*

FOR RECORDER'S USE ONLY

*171467-MMF*  
*11-116-0067*

**ASSIGNMENT OF RENTS**

CARTER  
Loan #: 959182.1  
MIN: 100160902308160028  
PIN: 11-116-0067

THIS ASSIGNMENT OF RENTS dated **SEPTEMBER 5, 2023**, is made and executed between **DARLENE CARTER** whose address is **1187 E BELLA VISTA DRIVE, FRUIT HEIGHTS, UT 84037** (referred to below as "Grantor") and **UTAH FIRST FEDERAL CREDIT UNION** whose address is **200 EAST SOUTH TEMPLE, SALT LAKE CITY, UT 84111** (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in **DAVIS County, UTAH**;

**BEGINNING AT A POINT ON THE SOUTH LINE OF GREEN ROAD, WHICH POINT IS NORTH 180.882 FEET AND WEST 1132.309 FEET AND SOUTH 38°46'00" EAST 27.05 FEET FROM THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN; RUNNING THENCE ALONG GREEN ROAD AS FOLLOWS: EASTERLY 76.86 FEET ALONG THE ARC OF A 258.7 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTH 70°31'00" EAST 102.18 FEET; THENCE SOUTH 38°46'00" EAST 201.24 FEET; THENCE SOUTH 51°14'00" WEST 164.10 FEET; THENCE NORTH 38°46'00" WEST 270.69 FEET TO THE POINT OF BEGINNING.**

The Property on its address is commonly known as **1012 E GREEN RD, FRUIT HEIGHTS, UT 84037**.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's

obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority.

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefore, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenant or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of a services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effects by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of **UTAH** and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such Conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender

shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses for the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future lease, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, account receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON **SEPTEMBER 5, 2023**.

GRANTOR:

 9.5.2023  
- BORROWER - DARLENE CARTER - DATE -

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Utah )  
 )  
COUNTY OF Davis ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared  
Bartene Carter

to me known to be the individual(s) described in and who executed the Assignment of Rents, and acknowledged that he/she/they signed the Assignment as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5 day of September 2023.

By [Signature]  
Notary Public \_\_\_\_\_

in and for the State of Utah  
Residing at [Signature]  
My Commission Expires: 2/10/26

