

Ent 541914 Bk 1466 Pg 988 – 993  
MARCY M. MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
2024 Feb 15 03:50PM Fee: \$40.00 CO  
For: McCoy & Orta, P.C.  
ELECTRONICALLY RECORDED

**ASSIGNMENT OF DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE  
FILING WITH ASSIGNMENT OF LEASES AND RENTS**

BRMK MANAGEMENT SPE JP, LLC, a Delaware limited liability company  
(Assignor)

to

BRMK LENDING SPE JP, LLC, a Delaware limited liability company  
(Assignee)

Dated: As of September 29, 2023

County of Wasatch  
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 DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE  
FILING WITH ASSIGNMENT OF LEASES AND RENTS**

**BRMK MANAGEMENT SPE JP, LLC**, a Delaware limited liability company, whose address is 1251 Avenue of the Americas, 50th Floor, New York, NY 10020 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to **BRMK LENDING SPE JP, LLC**, a Delaware limited liability company, whose address is 1251 Avenue of the Americas, 50th Floor, New York, NY 10020, their successors, participants and assigns ("Assignee"), all right, title and interest of Assignor, in and to that certain Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents made by **NORTH VILLAGE DEVELOPMENT, LLC**, a Utah limited liability company, to **BAY NATIONAL TITLE AGENCY OF UTAH, INC.**, as Trustee, for the benefit of **BRELF II, LLC**, a Washington limited liability company (n/k/a: **BRMK LENDING, LLC**, a Delaware limited liability company, successor in interest by merger) ("Original Lender"), dated as of February 24, 2018 and recorded on February 26, 2018, as Entry Number 448758, in Book 1216, Page 433 in the Recorder's Office of Wasatch County, Utah ("Recorder's Office"), (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended), (the "Deed of Trust"), securing payment of note(s) of even date therewith, in the principal amount of \$4,300,000.00, as increased to \$8,950,000.00 pursuant to that certain Sixteenth Amendment to Promissory Note dated January 21, 2021, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof; as the same was amended by that certain First Amendment to Deed of Trust dated November 6, 2018 and recorded on November 6, 2018, as Entry Number 457789, in Book 1238, Page 81, in the Recorder's Office; as the same was further amended by that certain Second Amendment to Deed of Trust dated May 31, 2019 and recorded on May 31, 2019, as Entry Number 464190, in Book 1253, Page 1922, in the Recorder's Office; as the same was further amended by that certain Third Amendment to Deed of Trust dated September 16, 2019 and recorded on September 17, 2019, as Entry Number 468226, in Book 1265, Page 206, in the Recorder's Office; as the same was further amended by that certain Fourth Amendment to Deed of Trust dated June 12, 2020 and recorded on June 16, 2020, as Entry Number 479409, in Book 1297, Page 549, in the Recorder's Office; and as the same was further amended by that certain Fifth Amendment to Deed of Trust dated January 21, 2021 and recorded on January 26, 2021, as Entry Number 492861, in Book 1335, Page 698, in the Recorder's Office; as the same was assigned by Original Lender to Assignor pursuant to that certain Assignment of Deed of Trust, dated as of September 29, 2023, and recorded on October 3, 2023, as Entry Number 537335, in Book 1455, Page 843, in the Recorder's Office.

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 Assignor 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.

TO HAVE AND TO HOLD the Deed of Trust unto Assignee and to the successors and assigns of Assignee forever.

**[SIGNATURE ON THE FOLLOWING PAGE]**



EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASATCH, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

BEGINNING WEST 1371 FEET AND NORTH 22° EAST 604 FEET AND NORTH 32 FEET FROM SOUTHEAST CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 288 FEET MORE OR LESS TO POINT DUE EAST 648 FEET MORE OR LESS FROM POINT ON EASTERLY BANK WASATCH CANAL, WHICH POINT IS NORTH 835 FEET AND EAST 28 RODS AND EAST 231.2 FEET AND SOUTH 05°15' WEST 39.2 FEET FROM SOUTHWEST CORNER SOUTHEAST QUARTER SECTION 18; WEST 648 FEET MORE OR LESS TO CANAL; ALONG CANAL SOUTH 22°45' WEST 171.6 FEET; SOUTH 11° WEST 151.4 FEET; SOUTH 08° WEST 45.3 FEET; SOUTH 39° EAST 94 FEET; SOUTHEASTERLY ALONG CANAL TO POINT SOUTH 65° 828 FEET MORE OR LESS FROM BEGINNING.

Tax ID No.: 00-0007-7730

**PARCEL 2:**

BEGINNING WEST 1962.89 FEET AND NORTH 218.1 FEET FROM SOUTHEAST CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH 71° WEST 139.7 FEET; NORTH 20°14' WEST 914.2 FEET; EAST 438.1 FEET SOUTH 05°15' WEST 39.2 FEET; SOUTH 22°45' WEST 171.6 FEET; SOUTH 11° WEST 151.4 FEET; SOUTH 08° EAST 45.3 FEET; SOUTH 39° EAST 94 FEET; SOUTHEASTERLY ALONG CANAL TO BEGINNING.

Tax ID No.: 00-007-7623

**PARCEL 3:**

BEGINNING 860 FEET NORTH AND 28 RODS EAST OF SOUTHWEST CORNER OF THE SOUTHEAST QUARTER SECTION 18 TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 27 RODS; NORTH 23° WEST 42.5 RODS; EAST 2 RODS; NORTH 23° WEST 30 RODS; NORTH 15 RODS; EAST 591 FEET; SOUTH 41° EAST 343 FEET; SOUTH 12°15' WEST 212 FEET; SOUTH 10°30' EAST 352 FEET; SOUTH 26°30' EAST 459 FEET; SOUTH 41° EAST 513 FEET; EAST 140 FEET; SOUTH 252 FEET MORE OR LESS; WEST 648 FEET MORE OR LESS TO EAST BANK OF WASATCH CANAL; NORTH 05°15' EAST 39.2 FEET; WEST 438.1

FEET TO HIGHWAY 40; NORTH 20°14' WEST ALONG HIGHWAY TO POINT DUE WEST OF BEGINNING; EAST 210 FEET MORE OR LESS TO BEGINNING.

Tax ID No.: 00-007-7664

PARCEL 4:

BEGINNING NORTH 0°31'27" WEST 2931.37 FEET AND EAST 4.32 FEET FROM SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 01°34'13" 541.148 FEET; NORTH 15°23'46" EAST 542.5 FEET; NORTH 89°41'44" WEST 172.936 FEET; SOUTH 0°31'23" EAST 1358.58 FEET; NORTH 89°31'18" EAST 621.085 FEET; NORTH 41°55'43" WEST 200.472 FEET; NORTH 10°39'26" WEST 141.749 FEET; WEST 459.219 FEET TO THE BEGINNING.

Tax ID No.: 00-0007-7458

PARCEL 5:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SOUTH ONE-QUARTER CORNER), RUNNING THENCE NORTH 00°31'27" WEST 2931.37 FEET ALONG THE WEST LINE THEREOF; THENCE EAST 4.32 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 40; THENCE NORTH 01°34'17" EAST 541.15; THENCE NORTH 15°23'38" EAST 542.50 FEET; THENCE SOUTH 89°42'19" EAST 380.82 FEET; THENCE SOUTH 11°10'07" EAST 194.68 FEET; THENCE SOUTH 46°40'07" EAST 166.19 FEET; THENCE SOUTH 18°49'53" WEST 761.62 FEET; THENCE SOUTH 10°40'07" EAST 36.77 FEET; THENCE WEST 459.23 FEET TO THE POINT OF BEGINNING.

Tax ID No.: 00-0020-4584

STATE OF UTAH ASSESSOR'S TAX PARCEL NO.: 00-0007-7730, 00-007-7623, 00-007-7664, 00-0007-7458, 00-0020-4584