

FILED
U.S. DISTRICT COURT

2015 FEB 20 A 10:35

DISTRICT OF UTAH

BY: _____
DEPUTY CLERK

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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

CENTRAL DIVISION

R. WAYNE KLEIN, as Receiver of National
Note of Utah, LC *et al.*,

Plaintiff,

v.

LARRY L. ADAMS, *et al.*,

Defendant.

DEFAULT JUDGMENT

Civil No. 2:14-cv-00614

The Honorable Bruce S. Jenkins

Pursuant to Fed. R. Civ. P. 55, the Clerk of the Court has certified that (1) Defendant Chad Palmer ("Defendant") was properly served with process in this action; (2) Defendant has failed to appear, plead, answer, or otherwise respond in this action; and (3) the time allowed by law for Defendant to plead, answer, or otherwise respond in this action has expired.

Accordingly, judgment by default is appropriate against Defendant in favor of Plaintiff.

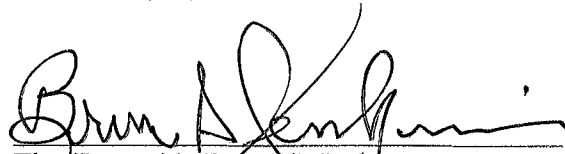
Thus, based on applicable law, the record in this case, and for good cause shown, the Court

hereby **DECLARES** that the Assignment of Beneficial Interest in Trust Deed For Security dated

March 6, 2009, and attached hereto as Exhibit 1, is void, invalid, and of no legal effect.

Dated this 23 day of January, 2015.

BY THE COURT:



The Honorable Bruce S. Jenkins
U.S. District Court Judge

EXHIBIT 1



W2396075

E# 2396075 PG 1 OF 3
ERNEST D ROWLEY, WEBER COUNTY RECORDER
06-MAR-09 2:51 PM FEE \$22.00 DEP KA
REC FOR: NATIONAL NOTE OF UTAH, LC
ELECTRONICALLY RECORDED

When recorded, return to:
National Note of Utah
1549 West 7800 South
West Jordan, UT 84088
RE: Chad Palmer

**ASSIGNMENT OF BENEFICIAL INTEREST IN TRUST DEED
FOR SECURITY**

For value received, and to secure the payment of the indebtedness described below, the undersigned Assignor, National Note of Utah, L.C., hereby assigns to the Assignee(s), **Chad Palmer**, an undivided **\$10,000.00** of Assignor's right, title and interest in and to the beneficial interest in that certain Trust Deed dated November 15, 2006, between Presidential Utah Properties, LLC, as Trustor(s), in favor of Backman Title Services, Ltd., as Trustee, for the benefit of National Note of Utah, LC, as Beneficiary, recorded November 30, 2006, as Entry No. 2225307, in the official records of the Recorder of Weber County, State of Utah against the following described real property in Weber County, State of Utah:

See Attached Exhibit "A"

which has the address of **2351 South Grant Avenue, Ogden, Utah 84401**

Parcel Nos. **01-029-0030, 01-029-0035, 01-029-0034**

Assignor hereby represents the following to Assignee(s):

1. The Assignor has duly performed all of the conditions imposed on Assignor under said Trust Deed and the related Trust Deed Note.
2. The Trust Deed is now in full force and effect, and the unpaid balance owing on the Trust Deed Note secured by the Trust Deed is \$792,078.99 as of March 1, 2009.
3. The Trust Deed is assignable.

This assignment is given for the purpose of securing payment of the indebtedness evidenced by a Promissory Note dated **March 6, 2009**, in the principle sum of **\$9,982.84** in which Assignor is the maker, payable to the order of Assignee, at the times and in the manner and with interest as therein set forth.

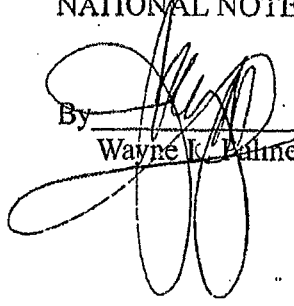
As long as there is no default in the obligations of Assignor to Assignee in the Promissory Note from Assignor to Assignee, Assignor shall continue to collect all payments paid under the Trust Deed Note secured by the Trust Deed hereby assigned and shall have the right to enforce all remedies against the Trustors as makers of the Trust Deed Note if there is a default under the Trust Deed and/or the Trust Deed Note.

If there is any default in the payments due from Assignor to Assignee under the Promissory Note between them, and the default continues for more than sixty (60) days after written notice of said default from Assignee to Assignor, then Assignee shall have the right to give notice directly to the Trustor(s) under the Trust Deed, as makers of the Trust Deed Note secured by the Trust Deed, to thereafter make all payments [or a proportionate amount of the payments if this is an assignment of a partial interest] under the Trust Deed Note directly to Assignee until the payment default in the Promissory Note between Assignor and Assignee is fully and completely cured, including but not limited to the payment of all attorneys fees and costs incurred by Assignee in giving notice of default, directing Trustors to make payments directly to Assignee and otherwise enforcing the rights of Assignee against Assignor under the Trust Deed and Trust Deed Note.

In addition to having the right to collect payments directly from the Trustors in the event of an uncured default under the Promissory Note between Assignor and Assignee as herein provided, if the Trustors default under the Trust Deed and/or the Trust Deed Note during the time of the uncured default between Assignor and Assignee, Assignee shall have the right to direct the Trustee to undertake foreclosure and all other available legal and equitable proceedings under the Trust Deed, for the benefit of Assignee, and, if Assignee deems such action advisable, to substitute a new Trustee under the Trust Deed to take such actions.

Dated March 6, 2009.

NATIONAL NOTE OF UTAH, L.C.

By 

Wayne L. Palmer, Manager

STATE OF UTAH)
 SS
COUNTY OF SALT LAKE)

On the 6th day of March, 2009, personally appeared before me Wayne L. Palmer, the Manager of National Note of Utah, L.C., a Utah limited liability company, the signer of the foregoing instrument, who being by me duly sworn, acknowledged to me that he executed the same for and on behalf of said limited liability company.

SEAL:



Notary Public

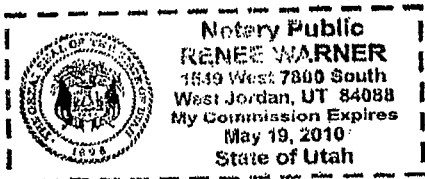


EXHIBIT A
Legal Description

Parcel 1: Tax ID #01-029-0030

Part of Lots 9 and 10, Block 33, Plat A, Ogden City Survey, Weber County, Utah: Beginning at the Southeast corner of Lot 9; thence North 35.2 feet; thence West 165 feet; thence South 50.2 feet; thence East 165 feet; thence North 15 feet to beginning.

Together with an 8 foot right-of-way on the North.

Parcel 2: Tax ID #01-029-0035

Beginning at a point 45 feet South of the Northeast corner of Lot 9, Block 33, Plat A, Ogden City Survey; running thence South 49 feet; thence West 165 feet, thence North 49 feet, thence East 165 feet to the place of beginning.

Subject to a right of way over the South 4 feet of the above described property.

Together with a right of way over a strip of ground 4 feet wide adjacent to said property on the South.

Also: Part of Lot 9 of said Block 33; beginning at a point 50 feet North of the South line of said Lot 9 and 165 feet West of the East line of said Lot 9, running thence North 38.2 feet to a point 45 feet South of the North line of said Lot 9, thence West 50 feet, thence South 38.2 feet, thence East 50 feet to the place of beginning.

Together with a permanent but non-exclusive easement for ingress and egress over the following described tract of land in said Block 33: Beginning at a point 50 feet North of the Southwest corner of Lot 4 of said Block 33, running thence East 495 feet, more or less, to the centerline of Lot 9, said Block 33, thence South 50 feet to the South line of said Lot 9, thence West 495 feet, more or less, to the West line of said Lot 4, thence North 50 feet to the point of beginning.

Also: Reserving unto the Grantor for ingress and egress the following described right of way: Beginning at a point 94 feet South and West 157 feet West of the Northeast corner of Lot 9, Block 33, Plat A, Ogden City Survey; running thence North 27.2 feet, thence West 41.6 feet; thence North 21.8 feet; thence West 16.4 feet, thence South 38.2 feet, thence East 50 feet, thence South 10.8 feet, thence East 8 feet to the point of beginning.

Parcel 3: Tax ID #01-029-0034

Part of Lot 9, Block 33, Plat A, Ogden City Survey, Weber County Utah: Beginning at a point on the South line of said Lot 9, said point located East of the Southwest corner of said Lot, a distance of 91.75 feet, thence continuing East along the South line of said Lot 9, a distance of 73.25 feet; thence North along a line perpendicular to the South line of said Lot 9 a distance of 50 feet; thence West, along a line parallel to the South line of said Lot 9 a distance of 73.25 feet; thence South along a line perpendicular to the South line of said Lot 9 a distance of 50 feet to the point of beginning,
Situate in Weber County,
State of Utah