U.S. DISTRICT COURT

2015 FEB 20 1 2: 38

DISTRICT OF UTAH

BY:

DEPUTY CLERK

Peggy Hunt (Utah State Bar No. 6060) Chris Martinez (Utah State Bar No. 11152) Jeffrey M. Armington (Utah State Bar No. 14050)

DORSEY & WHITNEY LLP

136 South Main Street, Suite 1000 Salt Lake City, UT 84101-1685 Telephone: (801) 933-7360

Facsimile: (801) 933-7373

Email: hunt.peggy@dorsey.com
martinez.chris@dorsey.com
armington.jeff@dorsey.com

Attorneys for Court-Appointed Receiver R. Wayne Klein

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.,

DEFAULT JUDGMENT

Civil No. 2:14-cv-00614

The Honorable Bruce S. Jenkins

Defendant.

Pursuant to Fed. R. Civ. P. 55, the Clerk of the Court has certified that (1) Defendant National Note of Southern California ("<u>Defendant</u>") 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 Assignments of Beneficial Interest in Trust Deed For Security dated January 9, 2008, 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

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

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), National Note of Southern California, an undivided \$25,000.00 of Assignor's right, title and interest in and to the beneficial interest in that certain Trust Deed dated January 4, 2008, between Elkhorn Ridge, LLC, a Utah limited liability company, as Trustor(s), in favor of Northern Title Company of Idaho, as Trustee, for the benefit of National Note of Utah, LC, as Beneficiary, for the principal sum of \$48,750.00, recorded January 22, 2008, as Instrument No. 142153, in the official records of the Recorder of Oneida County, State of Idaho against the following described real property in Oneida County, State of Idaho:

See Attached Exhibit "A"

which has the address of Elkhorn Ridge Estates Subdivision, Phase 1, Lot 016, Malad, Idaho

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 \$25,000.00 as of January 4, 2008.
 - 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 **August 26**, **2004**, in the principle sum of **\$25,000.00** 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.

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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 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 January 9, 2008.

NATIONAL NOTE OF UTAH, L.C.

almer, Manager

STATE OF UTAH

) ss

COUNTY OF SALT LAKE)

On the Am day of January, 200%, 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 LINDSEY MADSEN 1549 West 7800 South West Jordan, UT 84088 My Commission Expires May 19, 2010 State of Utah Notary Public

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EXHIBIT "A"

Lot 16, ELKHORN RIDGE ESTATES, according to the official plat thereof as recorded September 17, 2007 in Oneida County, Idaho, Recorder's Office, as instrument number 141595.