

FILED  
U.S. DISTRICT COURT  
2015 FEB 20 A 10:35  
DISTRICT OF UTAH  
BY: \_\_\_\_\_  
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*Attorneys for Court-Appointed Receiver R. Wayne Klein*

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION**

<p>R. WAYNE KLEIN, as Receiver of National Note of Utah, LC <i>et al.</i>,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>LARRY L. ADAMS, <i>et al.</i>,</p> <p style="text-align: right;">Defendant.</p>	<p style="text-align: center;"><b>DEFAULT JUDGMENT</b></p> <p style="text-align: center;">Civil No. 2:14-cv-00614</p> <p style="text-align: center;">The Honorable Bruce S. Jenkins</p>
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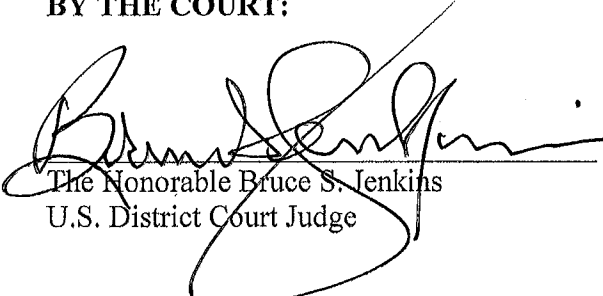
Pursuant to Fed. R. Civ. P. 55, the Clerk of the Court has certified that (1) Defendant Paul Martin ("Defendant") was properly served with process in this action; (2) Defendant has failed to appear, plead, answer, or otherwise respond in this action; and (3) the time allowed by law for Defendant to plead, 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

February 2, 2007, and attached hereto as Exhibit 1, is void, invalid, and of no legal effect.

Dated this <sup>25<sup>th</sup></sup>~~2~~ day of January, 2015.

**BY THE COURT:**



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

# **EXHIBIT 1**

When recorded, return to:  
**Julie Palmer & Paul Martin**  
660 North 500 West  
Tetonia, ID 83452

10000473  
2/9/2007 4:01:00 PM \$18.00  
Book - 9420 Pg - 7042-7044  
Gary W. Ott  
Recorder, Salt Lake County, UT  
NATIONAL NOTE OF UTAH LC  
BY: eCASH, DEPUTY - EF 3 P.

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), **Julie Palmer & Paul Martin**, an undivided \$43,936.31 of Assignor's right, title and interest in and to the beneficial interest in that certain Trust Deed dated October 20, 2006, between LAND, UTAH, LC, as Trustor(s), in favor of Landmark Title Company, as Trustee, for the benefit of National Note of Utah, LC, as Beneficiary, recorded November 28, 2006, as Entry No. 9920831, in Book 9386, at Page 1157, in the official records of the Recorder of Salt Lake County, State of Utah against the following described real property in Salt Lake County, State of Utah:

See attached Exhibit "A"

which has the address of **464 & 468 South 900 West, Salt Lake City, Utah 84104**

Parcel No. **15-02-405-030-0000**

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 \$683,674.04 as of January 1, 2007.
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 February 1, 2007, in the principle sum of \$43,936.31 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.



**EXHIBIT "A"**

**Parcel A:**

The South one-half of Lot 52 and all of Lot 53, Block 10, CITY PARK SUBDIVISION of Blocks 20, 21, 28, 29, Plat "C", Salt Lake City Survey, according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah.

**Parcel B:**

The South 3 feet of Lot 50, and all of Lot 51, and the North half of Lot 52, Block 10, CITY PARK SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah.