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FILED U.S. DISTRICT COURT 2015 FEB 20 - A 10: 35 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: <u>hunt.peggy@dorsey.com</u> <u>martinez.chris@dorsey.com</u> <u>armington.jeff@dorsey.com</u>

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,

#### DEFAULT JUDGMENT

Civil No. 2:14-cv-00614

The Honorable Bruce S. Jenkins

LARRY L. ADAMS, et al.,

v.

Defendant.

Pursuant to Fed. R. Civ. P. 55, the Clerk of the Court has certified that (1) Defendant Paul Martin ("<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 Assignment of Beneficial Interest in Trust Deed For Security dated

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February 2, 2007, and attached hereto as Exhibit 1, is void, invalid, and of no legal effect. Dated this day of January, 2015.

BY THE COURT: The Nonorable Bruce S. Jenkins U.S. District Court Judge

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# **EXHIBIT 1**

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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"

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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.

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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 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 feb. 2	. 2007	
	, , , *	NATIONAL NOTE OF UTAH, L.C.
	: : :	Wayne I Palmer, Manager
STATE OF UTAH	)	
COUNTY OF SALT LAKE	ss )	

On the <u>2ra</u> day of <u>+ebrvar</u>, 2007, 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.

SEA **Notary Public** LINDSEY MADSEN 1549 West 7800 South West Jordan, UT 84088 My Commission Expires May 19, 2010 State of Utah

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### 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.

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