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U.S. DISTRICT  
COURT

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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 I. Kurt Brooks ("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

November 14, 2008, attached hereto as Exhibit 1, is void, invalid, and of no legal effect.

Dated this <sup>st</sup>~~28~~ day of April, 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: APS/I, Kurt Brooks

ENT 1:22:238:2008 PG 4 of 3  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Nov 14 2:16 PM FEE 40.00 BY CS  
RECORDED FOR NATIONAL NOTE OF UTAH, LC  
ELECTRONICALLY RECORDED

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, American Pension Services, Inc./FUB I, Kurt Brooks, an undivided \$71,370.00 of Assignor's right, title and interest in and to the beneficial interest in that certain Trust Deed dated July 14, 2003, executed by Expressway Business Park, LLC, recorded August 13, 2003, as Entry No. 129611:2003, in the official records of the Recorder of Utah County, State of Utah against the following described real property in Utah County, State of Utah:

See Exhibit "A"

Parcel #s: 27:10:31, 32:785:1, 27:10:33, 27:10:26, 27:10:36, 27:10:34

The beneficial interest in said Trust Deed was previously assigned to Assignor by an Assignment of Trust Deed dated September 9, 2008, recorded September 12, 2008, as Entry No. 101396:2008 in the official records of the Recorder of Utah County, State of Utah.

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 \$921,998.71 as of November 1, 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 November 12, 2008 in the principle sum of \$71,370.00 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.

ENT 122238 2008 PG 2 of 3

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 [for 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 November 18, 2008

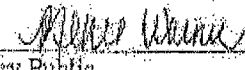
NATIONAL NOTE OF UTAH, L.C.

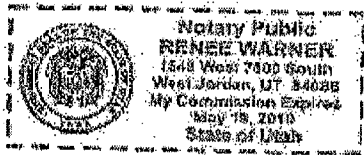
By  \_\_\_\_\_  
Wayne L. Palmer, Manager

STATE OF UTAH            )  
                                      SS  
COUNTY OF SALT LAKE )

On the 18<sup>th</sup> day of November, 2008, 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



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*LEGAL DESCRIPTION*  
*EXHIBIT A*

Lots 302-304, 306-336, EXPRESSWAY BUSINESS PARK CONDOMINIUM, Phase 3, according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah.

Units 215 and 222, EXPRESSWAY BUSINESS PARK CONDOMINIUM, Phase 2, according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah.

Commencing North 223.86 feet and East 742.96 feet from the West quarter corner of Section 17, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North  $00^{\circ}18'06''$  West 194.6 feet; thence North  $00^{\circ}18'07''$  West 186.99 feet; thence North  $89^{\circ}41'54''$  East 408.96 feet; thence South  $00^{\circ}18'06''$  East 383.5 feet; thence North  $88^{\circ}25'32''$  East 27.54 feet; thence South  $01^{\circ}34'28''$  East 10 feet; thence South  $01^{\circ}34'28''$  East 108 feet; thence South  $88^{\circ}25'32''$  West 135.97 feet; thence North  $01^{\circ}34'25''$  West 129 feet; thence South  $88^{\circ}25'30''$  West 300.39 feet to the beginning.

Commencing North 911.2 feet and East 282 feet from the West quarter corner of Section 17, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North  $89^{\circ}41'54''$  East 826.99 feet; thence South  $00^{\circ}18'06''$  East 216.3 feet; thence North  $89^{\circ}41'54''$  East 459.99 feet; thence North  $00^{\circ}18'06''$  West 633.21 feet; thence North  $52^{\circ}30'10''$  East 283.42 feet; thence North  $65^{\circ}15'00''$  East 13.36 feet; thence South  $00^{\circ}17'07''$  East 834.95 feet; thence North  $89^{\circ}19'55''$  East 583 feet; thence South  $34^{\circ}25'32''$  West 837.46 feet; thence along a curve to the right (chord bears South  $70^{\circ}25'32''$  West 28.28 feet, radius = 70 feet); thence North  $55^{\circ}34'39''$  West 58.42 feet; thence along a curve to the left (chord bears North  $73^{\circ}34'20''$  West 309.01 feet, radius = 500 feet); thence South  $88^{\circ}25'34''$  West 113.25 feet; thence North  $01^{\circ}34'28''$  West 118.01 feet; thence South  $98^{\circ}25'32''$  West 27.54 feet; thence North  $00^{\circ}18'06''$  West 383.5 feet; thence South  $89^{\circ}41'54''$  West 408.97 feet; thence North  $00^{\circ}18'07''$  West 8.99 feet; thence South  $89^{\circ}41'54''$  West 582.1 feet; thence North  $00^{\circ}18'05''$  West 13.56 feet; thence South  $89^{\circ}41'53''$  West 129 feet; thence South  $89^{\circ}41'55''$  West 0.83 feet; thence North  $00^{\circ}18'00''$  West 246.94 feet to the beginning.