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2015 JUN 11 AM 11:13  
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U.S. DISTRICT  
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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 Cynthia Holgate-Johnson ("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.

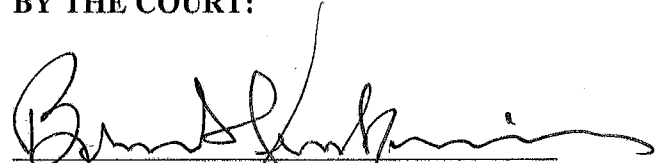
~~Accordingly, judgment by default is appropriate against Defendant in favor of Plaintiff.~~

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 January 9, 2008, attached hereto as **Exhibit 1**, is void, invalid, and of no legal effect.

Dated this 17<sup>th</sup> day of June, 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 Cynthia Holgate-Johnson

142257  
Recorded on 31 May 2008  
At 11:38 AM  
Shirley Handell  
000  
National Note of Utah

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), American Pension Services, Inc./FUB Cynthia Holgate-Johnson, 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, L.C. as Beneficiary, for the principal sum of \$48,750.00, recorded January 22, 2008, as Instrument No. 142170, 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 033, 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 14, 2007, in the principle sum of \$23,880.40 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.



**142257**

EXHIBIT "A"

Lot 33, 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.