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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,

ν.

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 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 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

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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, I.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 633, 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 Assigner 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 Assignce in the Promissory Note from Assignor to Assignce, 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 remedics 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 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 Assigner 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 doems such action advisable, to substitute a new Trustee under the Trust Deed to take such actions.

Dated s January 9, 208.

NATIONAL NOTE OF UTAIL L.C.

Almer, Manager

STATE OF UTAH

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COUNTY OF SALT LAKE

On the Athay of Anticuty, 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 7806 South
West Jordan, UT 84888
My Commission Engires
May 19, 2010
81218 of Utah

A*ldiCMI Lyr, "* Notary Publis

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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.