

ENT 13649:2025 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Feb 26 08:46 AM FEE 40.00 BY MG
RECORDED FOR Fabian & Clendenin, P.C. db
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO:
Clint R. Hansen
FABIAN VANCOTT
95 South State Street, Suite 2300
Salt Lake City, UT 84111

Parcel No: 30:091:0047

NOTICE OF MORTGAGE

Notice is hereby given that Lori Simons (the Borrower/Mortgagor) granted to Josh Cook and Sam Cook (collectively the Lenders/Mortgagees) the Mortgage that is attached hereto as Exhibit A. The Mortgage (titled "Real Estate Contract") affects the property located at approximately 13460 South SR-198, Santaquin, UT 84655, which is more particularly described as:

PARCEL 1:
THAT PART OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN LYING NORTHWESTERLY OF HIGHWAY.

WITH THE EFFECTS OF A BOUNDARY LINE AGREEMENT RECORDED JUNE 6, 2015 AS ENTRY NO. 48371:2015.

PARCEL 1A:
TOGETHER WITH A RIGHT-OF-WAY EASEMENT FOR ACCESS TO THE HIGHWAY AS SET OUT IN QUITCLAIM DEED RECORDED JULY 22, 2015, AS ENTRY NO. 66134:2015.

LESS AND EXCEPTING:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°19'58" WEST 11.75 FEET ALONG THE 1/16 SECTION LINE TO THE EAST LINE OF THE FREEWAY STORAGE SHEDS, LLC PARCEL; THENCE SOUTH 00°38'50" EAST 28.00 FEET; THENCE NORTH 89°19'58" EAST 599.77 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE HIGHWAY; THENCE NORTH 56°46'26" EAST 52.03 FEET TO THE NORTH LINE OF SAID QUARTER; THENCE SOUTH 89°19'58" WEST 631.87 FEET TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH.

WITNESS the hand of said grantor, this 25th day of February, 2025.

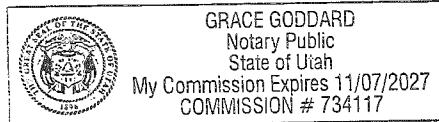


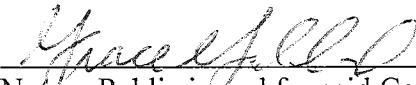
Clint R. Hansen, Esq.
Attorney for Josh Cook and Sam Cook

STATE OF UTAH)
)
)ss.
COUNTY OF SALT LAKE)

On this 25th day of February, 2025 before me, the undersigned Notary Public in and for said County and State, personally appeared CLINT R. HANSEN, proved to me on basis of satisfactory evidence, to be the person whose name has been subscribed to this instrument and acknowledged to me that he executed it.

Witness my hand and official Seal





Notary Public in and for said County and State

EXHIBIT A

Real Estate Contract

In consideration of Lori Simon's Home on roughly 2.5 acres in Santaquin Utah, address is roughly 13460 south SR-198, (parcel #30:091:0047. Josh and Sam Cook are going to borrow Lori Simons the money to pay off the home in Santaquin, which is roughly \$185,000.00, and pay off Shane Simon's half of the equity, which is roughly \$282,500.00, for a total of roughly \$467,500.00. Lori Simon's agrees to pay Josh and Sam Cook back all of their money invested, including any fees or any other expenses linked to this Real Estate Contract. Lori Simon's also agrees to pay Josh and Sam Cook \$30,000.00, which is a fee to do this contract and borrow her the money. If the money is not repaid by August 30th 2024, Lori Simon's also agrees to pay Josh and Sam Cook an additional \$1000.00 a day until borrowed money is paid back. If the money is not repaid back, (including all fees) by October 31st 2024, the house will automatically be put up for sale November 1st 2024. The \$1000.00 a day will still accrue until borrowed money is paid off in full, also there will be a 30% fee on any equity of the sale of the home over and above any and all fees and the borrowed money paid by Josh and Sam Cook. If any property is sectioned off for resale after home is paid off, Josh and Sam Cook will need to approve that before any transaction takes place. Lori Simons also agrees to put Josh and Sam Cook on the deed of the home as soon as the home is paid off. If the home doesn't sell by January 1st 2025, Lori Simons also agrees to sign over deed to Josh and Sam Cook with no compensation paid to Lori Simons.

If borrowed money is not used for the intended purposes of this Real Estate Contract, and if settlement documentation is not provided to Josh and Sam Cook by July 1st 2024, this contract is null and void and borrowed money is due back to Josh and Sam by end of day July 2nd 2024, including all accrued fees. If borrowed money is not paid back by end of day July 2nd 2024, \$1000.00 a day will accrue until borrowed money is paid back.

Notary Public See Attached Acknowledgment Date _____

Lori Simons Lori Simons Date 0-27-24

Printed Lori Simons

Acknowledgment by Individual

State of

County of

| Utah| Juab

On this 27 day of June, 20 24. Before me, Lon R Wickel
 Name of Notary Public

the undersigned Notary Public, personally appeared

| Lori A Simons

Name of Signer(s)

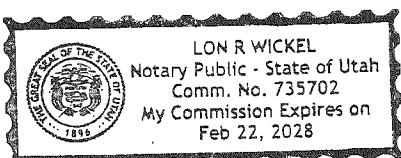
Proved to me on the oath of _____

Personally known to me

Proved to me on the basis of satisfactory evidence UT Drivers License
 (Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they
 executed it.

WITNESS my hand and official seal.



Notary Seal

(Signature of Notary Public)

My commission expires February 22, 2028

For Bank Purposes Only

Description of Attached Document

Type or Title of Document

| Real Estate Contract

Document Date Number of Pages

| 06/27/2024 | 1

Signer(s) Other Than Named Above

| None

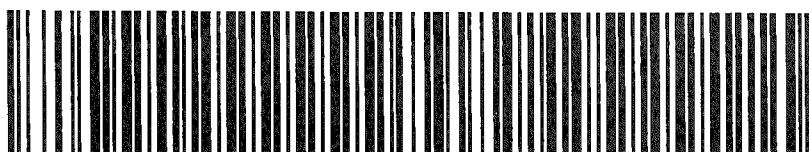
Account Number (if applicable)

| _____

Optional: A thumbprint is
 only needed if state stat-
 utes require a thumbprint.

Right Thumbprint
of Signer

Top of thumb here



F O O 1 - 0 0 0 0 0 D S G 5 3 5 0 - 0 1