PROMISSORY NOTE

December 17, 2022

I, Frank Vigil, a single man dealing with my sole and separate property, promise to pay to the order of William Neff the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000) in repayment of a two-year loan of ONE HUNDRED THOUSAND DOLLARS (\$100,000) to be deposited into my B of A account on or before December 29, 2022. I further agree that this Note is due and payable in full on December 29, 2024. I also may repay the loan in full with no pre-payment penalty.

I will bear all costs, including legal costs incurred by the Noteholder, as a result of any default of repayment. In case of default, the note will bear interest at the rate of 12% per annum after December 30, 2024. This note may not be assigned and is non-transferable unless the Noteholder consents.

I hereby waive protest, demand, presentment, notice of dishonor and notice of protest in case this Note is not paid at maturity or when due.

This Note is secured by a Mortgage dated December 17, 2022. This note will be binding upon my respective heirs, executors and successors. This Note is governed by the State of Utah.

Date of Signature: 12/17/22

Borrower: Frank Vigil, 2045 East Rocklin Drive, Sandy, UT 84092

Noteholder: William Neff, 11645 S. Cassowary Drive, Sandy, UT 84092

05/25/2023 03:23 PM By: mpalmer Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: WILLIAM NEFF 11645 S CASSOWARY DRIVESANDY, UT 84092

MORTGAGE

FRANK VIGIL, a single man dealing with his sole and separate property, for consideration paid & to be paid, grants to William Neff, whose address is 11645 S. Cassowary Drive in Sandy, UT, the real estate in Salt Lake County, as more particularly described as:

Property Location: 2045 E ROCKLIN DR SANDY, UT 84092

Acres: 0.32 Tax Area: AAU

Type: 111 SINGLE FAMILY RESIDENCE Parcel Number: 28-10-151-063-0000

With mortgage covenants,

Subject to ad valorem property taxes, easements, restrictions and reservations of record.

The Mortgage secures the performance of the obligations set forth in the Promissory Note in the principal amount of One Hundred Thousand Dollars (\$100,000) dated the same date as this Mortgage and a copy of which is attached as <u>Exhibit A</u> hereto, and is upon the statutory mortgage condition for the breach of which it is subject to foreclosure as provided by law.

Dated: December 17, 2022

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STATE OF UTAH) ss: County of Salt Lake)

On this day personally appeared before me, Frank Vigil, as Borrower, to me known to be the individual described in and who executed the within and foregoing Promissory Note and acknowledge to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under the hand and official seal this $\underline{\partial 3}$ day of May 2023.

Notary Public for the State of Utah

My Commission Expires: 3/14/2027





DocQuery

Parcel Number • 28-10-151-063-0000

Active Parcel Number

Acreage • 0.3200

Address • 2045 E ROCKLIN DR • SANDY • 84092

Owner of Record

VIGIL, FRANK J

Legal Description • Property Description For Taxation Purposes Only

LOT 225, RIDGE AT LITTLE COTTONWOOD SUBDIVISION PHASE 2. 8735-0471 8946-4053

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