

WHEN RECORDED MAIL TO:

14328058 B: 11540 P: 6557 Total Pages: 13  
12/20/2024 04:25 PM By: salvaredo Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: GARY ECKMAN  
11624 S PATCHWORK CIR84009

Gary Eckman  
11624 S. Patchwork Cir.,  
South Jordan, UT 84009  
Space Above This Line for Recorder's Use



### REAL PROPERTY LIEN AGREEMENT

THIS LIEN AGREEMENT (this "Agreement") is made and entered into this 12 day of December, 2024.

BY AND BETWEEN:

Khaled J. Khaled  
4939 W. Berry Creek Drive,  
Riveron UT 84096

Sonia M. Khaled  
4939 W. Berry Creek Drive,  
Riveron UT 84096

(hereinafter referred jointly referred to as "Property Owners" and individually as a "Property Owner")

AND

Gary Eckman  
11624 S. Patchwork Cir.,  
South Jordan, UT 84009

(hereinafter referred to as "Lien Holder")

### RECITALS

WHEREAS, Property Owners are the legal and registered owners of that certain real property located at 4939 W. Berry Creek Drive, Riveron UT 84096, more particularly described below (the "Property");

WHEREAS, Property Owner has received valuable consideration from Lien Holder in the amount of Twelve Thousand Six Hundred and Six Dollars and Twenty Cents (\$12,606.20);

WHEREAS, Property Owners desire to grant, and Lien Holder desires to accept, a lien against the Property to secure the repayment of said amount under the terms and conditions set forth herein; and

WHEREAS, Property Owners warrant that they have full authority to grant this Lien and that the Property is free and clear of all encumbrances that would prevent the recording of this Lien.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PROPERTY LOCATION**

The Property subject to this Agreement is located at:

4939 W. Berry Creek Drive,  
Riveron UT 84096

**2. LEGAL DESCRIPTION**

LOT 661, WESTERN SPRINGS PHASE 6. 8504-0122 8782-6314 9079-4950 9268-2215

**3. PROPERTY ADDRESS**

The municipal address of the Property is:

4939 W. Berry Creek Drive,  
Riveron UT 84096

**4. TAX IDENTIFICATION**

The Property's Tax Parcel ID Number is: 42.

**5. GRANT OF LIEN**

Property Owners hereby voluntarily grant, create, and impose a lien on the Property in favor of Lien Holder in the amount of Twelve Thousand Six Hundred and Six Dollars and Twenty Cents (\$12,606.20) (the "Lien Amount"). See Exhibit A,

## **6. SECURED AMOUNT**

The Lien Amount is \$12,606.20.

## **7. COVENANTS OF PROPERTY OWNER**

Property Owner hereby covenants and agrees to:

- a. Maintain the Property in good condition and repair;
- b. Keep the Property insured against fire and other hazards;
- c. Pay all property taxes and assessments when due;
- d. Not transfer, sell, convey, or further encumber the Property without Lien Holder's prior written consent;
- e. Comply with all applicable laws, ordinances, and regulations affecting the Property.

## **8. DEFAULT**

An event of default shall occur upon:

- a. Failure to make any payment when due;
- b. Default under the Security Instrument;
- c. Filing of bankruptcy by Maker;
- d. Death of Maker;
- e. Sale or transfer of the secured property without Holder's prior written consent.

## **9. REMEDIES**

Upon default:

- a. Lien Holder may grant an extension;
- b. Makers shall grant Lien Holder a Confession of Judgement;
- c. The entire unpaid balance, plus attorney fees and costs, shall become immediately due and payable at Lien Holder's option;
- d. Lien Holder may enforce this Lien through judicial or non-judicial foreclosure;
- e. All remedies are cumulative and not exclusive.

## **10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

## **11. TIME IS OF ESSENCE**

Time is of the essence in the performance of all obligations under this Agreement.

**12. BINDING EFFECT**

This Agreement shall bind and benefit the parties' heirs, successors, and assigns.

**13. MODIFICATION**

This Agreement may only be modified by a written instrument signed by both parties.

**14. SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**15. NOTICES**

All notices must be in writing and sent by certified mail, and return receipt requested to the addresses stated herein.

**16. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties regarding the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

*{Signature Pages to Follow}*

**Signature Page 1**

**PROPERTY OWNER:**

Khaled J. Khaled

**Khaled J. Khaled [print name]**

Sonia Khalid

### Signature

STATE OF UTAH )  
 ) ss.

COUNTY OF Salt Lake )

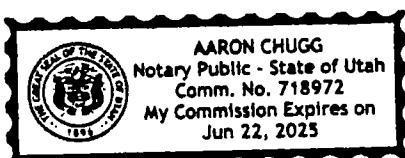
On this 12 day of December, 2024,  
personally appeared before me Khaled J.  
Khaled known or proved to me to be the  
person whose name is subscribed to the  
foregoing Real Property Lien Agreement  
and acknowledged to me that they executed  
the same voluntarily and for the purposes  
therein stated.

**NOTARY PUBLIC**

Residing at: Herriman, Ut

My Commission Expires: 6/22/2025

[NOTARY SEAL]



**PROPERTY OWNER:**

Sonia Khaleed

**Sonia M. Khaled** [print name]

Signature

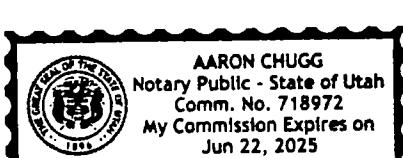
STATE OF UTAH )  
 ) ss.

COUNTY OF Salt Lake )  
On this 12 day of December, 2024,  
personally appeared before me Khaled J.  
Khaled and Sonia M. Khaled known or  
proved to me to be the person whose name  
is subscribed to the foregoing Real Property  
Lien Agreement and acknowledged to me  
that they executed the same voluntarily and  
for the purposes therein stated.

~~NOTARY PUBLIE~~

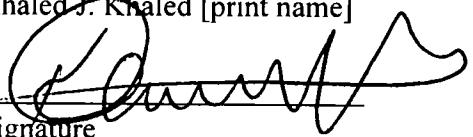
Population Biology 15

### McGraw-Hill Education

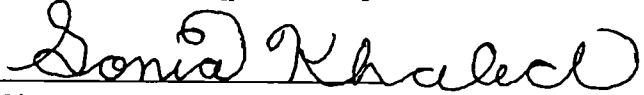


Signature Page 1

PROPERTY OWNER:

Khaled J. Khaled  
Khaled J. Khaled [print name]  
  
Signature

PROPERTY OWNER:

Sonia Khaled  
Sonia M. Khaled [print name]  
  
Signature

STATE OF UTAH )

) ss.

COUNTY OF Salt Lake )

On this 12 day of December, 2024, personally appeared before me Khaled J. Khaled and Sonia M. Khaled known or proved to me to be the person whose names are subscribed to the foregoing Real Property Lien Agreement and acknowledged to me that they executed the same voluntarily and for the purposes therein stated.

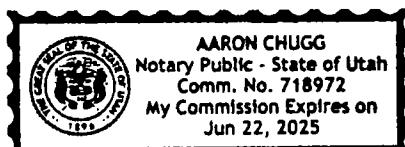


NOTARY PUBLIC

Residing at: Herriman, UT

My Commission Expires: 6/22/2025

[NOTARY SEAL]



Signature Page 2

LIEN HOLDER:

Gary Eckman  
Gary Eckman [print name]  
  
Signature

STATE OF UTAH )

) ss.

COUNTY OF Salt Lake

On this 20 day of December, 2024, personally appeared before me Gary Eckman, known or proved to me to be the persons whose name is subscribed to the foregoing Real Property Lien Agreement, and acknowledged to me that they executed the same voluntarily and for the purposes therein stated.

JReyes  
NOTARY PUBLIC  
Residing at: South Jordan  
My Commission Expires: 8/31/27  
[NOTARY SEAL]

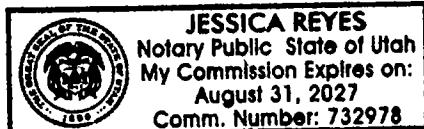


Exhibit A

**PROMISSORY NOTE**  
(Secured by Real Property)

FOR VALUE RECEIVED, the undersigned Khaleed J. Khaled and Sonia M. Khaled, residing at 4939 W. Berry Creek Drive, Riveron UT 84096 ("Makers"), promise to pay to the order of Gary Eckman, located at 11624 S. Patchwork Cir., South Jordan, UT 84009 ("Holder"), the principal sum of Eleven Thousand Eight Hundred Sixteen Dollars and Twenty Cents (\$11,816.20), plus Seven Hundred and Fifty Dollars (\$750.00) for attorney's fees, a recording fee of Forty Dollars (\$40.00) for a total of Seven Hundred and Ninety Dollars (\$790.00) (attorney's fees and the recording fee are collectively referred to as "Fees"). The total amount due under this Promissory Note is total of Twelve Thousand Six Hundred and Six Dollars and Twenty Cents (\$12,606.20).

**2. PAYMENT TERMS**

Principal and interest shall be payable as follows:

- a. Principle Sum: Monthly payments of Nine Hundred Eighty Four Dollars and Sixty-Seven Cents (\$984.67) beginning on January 1, 2025 and continuing on the same day of each month thereafter until December 1, 2025, when all remaining principal shall be due and payable in full.
- b. Fees: Makers shall also pay Holder Seven Hundred and Fifty Dollars (\$750.00) for attorney's fees and a recording fee of Forty Dollars (\$40.00) for a total of Seven Hundred and Ninety Dollars (\$790.00) (collectively "Fees"). On a monthly basis, the Fees are Sixty-Five Dollars and Eighty-Three Cents (\$65.83). At the election of Holder, Makers may include the Fees in their monthly payment or pay Holder a lump sum no later than December 1, 2025. If Makers include the Fees in their monthly payment, the monthly payment shall be One Thousand and Fifty Dollars and Fifty Two Cents (\$1,050.52).

**3. PLACE OF PAYMENT**

All payments shall be made to Holder at the address specified above or at such other place as Holder may designate in writing.

**4. PREPAYMENT**

Maker may prepay this Note in whole or in part at any time without premium or penalty.

**5. SECURITY**

This Note is secured by a Real Property Lien Agreement of even date herewith encumbering certain real property located 4939 W. Berry Creek Drive, Riveron UT 84096 (the "Security Instrument").

## 6. DEFAULT

Any of the following shall constitute an event of default under this Note:

- a. Failure to make any payment when due;
- b. Default under the Security Instrument;
- c. Filing of bankruptcy by Maker;
- d. Death of Maker;
- e. Sale or transfer of the secured property without Holder's prior written consent.

## 7. HOLDER'S RIGHTS UPON DEFAULT

Upon any Event of Default under this Note, Holder shall have the right, in Holder's sole discretion, to elect any one or more of the following remedies, which rights and remedies shall be cumulative and not exclusive:

- a. EXENSION OPTION The Holder may, upon written notice to Maker, extend the Maturity Date for an additional period not to exceed six (6) months (hereinafter referred to as the "Extension Period"). Any such extension shall be conditioned upon and subject to: (i) Maker's payment of a penalty of One Thousand Five Hundred Dollars (\$1,500); (ii) an interest rate of Twelve Point Five Percent (12.5%) during the Extension Period; (iii) Maker's provision of additional collateral deemed acceptable to Holder in Holder's sole discretion; (iv) Maker's execution of such additional documentation as Holder may require; and (v) Maker's payment of all costs associated with documenting the extension and perfecting any security interests. During any such Extension Period, all other terms and conditions of this Note shall remain in full force and effect, regular payments shall continue at the increased interest rate, and all default provisions shall remain fully enforceable.
- b. CONFESSION OF JUDGEMENT OPTION Furthermore, If after the Extension Period (18 months), the Makers are still in default Holder may pursue immediate judgment through confession of judgment proceedings, and Maker hereby irrevocably authorizes and empowers any attorney-at-law, including any attorney retained by Holder, to appear in any court of competent jurisdiction where Maker resides, where this Note was executed, or where Maker owns property, and to confess judgment against Maker in favor of Holder for all unpaid principal, accrued interest, late charges, attorneys' fees, and all costs and expenses of collection.

## 8. ELECTION OF REMEDIES

Holder hereby acknowledges and agrees that these remedies are separate and distinct, that Holder maintains sole discretion in choosing which remedies to pursue, that multiple remedies may be pursued simultaneously or sequentially, and that all rights of Holder are cumulative and concurrent.

## 9. MAKERS ACKNOWLEDGEMENTS

Holder hereby acknowledges and agrees that these remedies are separate and distinct, that Holder maintains sole discretion in choosing which remedies to pursue, that multiple remedies may be

pursued simultaneously or sequentially, and that all rights of Holder are cumulative and concurrent.

#### **10. WAIVERS UPON DEFAULT**

Maker hereby expressly waives: (i) any right to notice or hearing before judgment; (ii) the benefit of all valuation, appraisement, homestead, stay, and exemption laws; (iii) any right to contest Holder's choice of remedies; and (iv) any claim of election of remedies as a defense.

#### **11. PRESERVATION OF RIGHTS**

No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A single or partial exercise of any right shall not preclude other or further exercise thereof or the exercise of any other right. The remedies provided hereunder shall survive any modification or amendment of this Note, and the invalidity or unenforceability of any particular remedy shall not affect the validity or enforceability of any other remedy hereunder.

#### **12. ACCELERATION**

Upon default, Holder may declare the entire unpaid principal balance and accrued interest immediately due and payable without notice or demand.

#### **13. LATE CHARGES**

If any payment is not received within fifteen (15) days of its due date, Maker shall pay a late charge of Seventy-Five Dollars (\$75), at Holder's discretion.

#### **14. COSTS OF COLLECTION**

Makers agree to pay all costs of collection, including court costs, filing fees, and reasonable attorney fees, if this Note is not paid when due, whether or not suit is filed. The costs of collection shall not exceed \$10,000.

#### **15. WAIVERS**

Makers waive presentment, demand for payment, protest, notice of dishonor, and all other notices or demands in connection with this Note.

#### **16. APPLICATION OF PAYMENTS**

All payments shall be applied first to late charges, then to accrued interest, and then to principal.

#### **17. JOINT AND SEVERAL LIABILITY**

If more than one person signs this Note as Maker, each person is fully and personally obligated to pay the full amount owed under this Note, including principal, interest, and all other charges. Holder has the right to enforce this Note against each Maker individually, any subset of Makers, or all Makers simultaneously.

## **18. EFFECT OF DIVORCE OR SEPARATION**

In the event that any Makers who are married to each other at the time of executing this Note subsequently file for divorce or legal separation, enter into a separation agreement, obtain a divorce decree, or obtain any court order addressing division of debts (each hereinafter referred to as a "Marital Event"), such Marital Event shall not alter, reduce, or eliminate any Maker's obligations under this Note. Furthermore, no Marital Event shall require Holder's participation in any divorce or separation proceedings, require Holder to split or modify payment obligations, or be deemed a basis for modification of this Note.

## **19. CONTINUING OBLIGATIONS POST-DIVORCE AND SEPARATION**

Notwithstanding any Marital Event, each Maker shall remain fully and individually liable for the entire monthly payment amount, all payment obligations under this Note, any late fees, penalties, or charges, and shall remain subject to any default remedies available to Holder. Any divorce decree, separation agreement, or other order between Makers shall not bind or limit Holder's rights, shall not modify the terms of this Note, and shall not affect Holder's right to collect from any Maker.

## **20. PAYMENT ARRANGEMENTS**

The Makers hereby acknowledge and agree that any internal arrangements between divorced or separated Makers regarding payment responsibility, including but not limited to court orders regarding debt division, are not binding upon Holder, and each Maker shall remain fully responsible for ensuring timely and complete payment of all amounts due under this Note. The failure of any Maker to pay their privately agreed portion shall constitute a default by all Makers, trigger all default remedies under this Note, and may adversely affect credit reporting for all Makers.

## **21. COMMUNICATIONS AND NOTICES**

Upon any Marital Event, each Maker shall provide and maintain current contact information with Holder, promptly notify Holder of any address changes, and maintain arrangements for timely payment. Holder may, at its sole discretion, communicate with any or all Makers regarding this Note, accept payments from any Maker, and enforce its rights against any Maker, individually or collectively.

## **22. SURVIVAL OF MARTIAL EVENT OBLIGATIONS**

The obligations set forth herein shall survive any Marital Event and remain binding upon all Makers regardless of any agreement, order, or understanding between the Makers to the contrary. All Makers acknowledge that they have read and understand these provisions and agree to be bound by them regardless of any subsequent Marital Event.

### **23. GOVERNING LAW**

This Note shall be governed by and construed in accordance with the laws of the State of Utah.

### **24. MODIFICATIONS**

This Note may not be modified except by written instrument signed by both Makers and Holder.

### **25. SEVERABILITY**

If any provision of this Note is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **26. BINDING EFFECT**

This Note shall be binding upon Makers and Makers' heirs, personal representatives, successors, and assigns.

### **27. ASSIGNABILITY**

This Note may be assigned, transferred, pledged, hypothecated, or otherwise conveyed by Holder without the consent of Makers. Upon such assignment, all rights of Holder herein shall inure to the benefit of Holder's successors and assigns. Makers may not assign or transfer Makers' obligations under this Note without the prior written consent of Holder. Any attempted assignment by Makers without such consent shall be void. If this Note is assigned by Holder, the Holder shall provide written notice to Makers of such assignment, including the name and address of the assignee. Makers shall thereafter make all payments to such assignee.

### **28. SECURED PROPERTY:** This Note is secured by real property located at:

4939 W. Berry Creek Drive,  
Riveron UT 84096

Tax Parcel ID: 42

Legal Description:

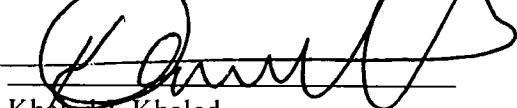
LOT 661, WESTERN SPRINGS PHASE 6. 8504-0122 8782-6314 9079-4950 9268-2215

*{Signature Page to Follow}*

## SIGNATURE PAGE

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the date first written above.

MAKER:

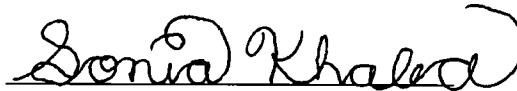


Khaled J. Khaled

Address:

4939 W. Berry Creek Drive,  
Riveron UT 84096

MAKER:



Sonia M. Khaled

Address:

4939 W. Berry Creek Drive,  
Riveron UT 84096

STATE OF UTAH )

) ss.

COUNTY OF Salt Lake )

On this 12 day of December, 2024, personally appeared before me Khaled J. Khaled and Sonia M. Khaled, known or proved to me to be the persons whose names are subscribed to the foregoing Promissory Note, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: 6/22/2025

