

SECURED PROMISSORY NOTE

ENT 25736:2016 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Mar 28 1:45 PB FEE 16.00 BY CS
RECORDED FOR EDWARD CARIELLO

\$4,000.00

Date: March 01, 2016

AREA . 19 ACRE.

For value received, the undersigned Gabriel J. Carmigniani - Utah DL:

and Rosa M. Carmigniani - Utah DL:
- SSN:
(collectively, the "Borrower"), at 591 N 2620 W, Provo, Utah 84601, each as principal, jointly and severally, promise to pay to the order of Edward Cariello - Utah DL:
- SSN:

and Matty J. Cariello - Utah DL:
SSN:
(collectively, the "Lender"), at 1517 N 1930 W, Provo, Utah 84604 (or at such other place as the Lender may designate in writing), the sum of \$4,000.00 with interest from March 01, 2016, on the unpaid principal at the rate of 5% per annum.

Roperty Legal Description:

ACREEN FIELD ACRES.

I. TERMS OF REPAYMENT

A. Payments

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 5% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$175.49, beginning on April 1, 2016, and continuing until March 1, 2018, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

B. Application of Payments

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

C. Acceleration of Debt

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

II. SECURITY

This Note is secured by real estate in a property own by Borrower, which is located at 591 N 2620 W, Provo, UT 84601. The Lender is not required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may proceed directly against the Borrower.

III. PREPAYMENT

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. Any such prepayment shall be applied against the installments of

principal due under this note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

IV. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

V. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due;
- 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- 8) the sale of a material portion of the business or assets of the Borrower.

In addition, the Borrower shall be in default if there is a sale, transfer, assignment, or any other disposition of any real estate pledged as collateral for the payment of this Note, or if there is a default in any security agreement which secures this Note.

If any of the above defaults apply to one Borrower, all Borrowers shall be deemed in default of this Note regardless of whether all Borrowers are directly involved in the default.

VI. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

Notary Public BRAYDEN JOHN WAR

> July 8, 2017 State of Utah

VII. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This note may not be amended without the written approval of the holder.

VIII. GOVERNING LAW

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

IX. SIGNATURES

This Note shall be signed by Gabriel J. Carmigniani and by Rosa M. Carmigniani and Edward Cariello and by Matty Cariello

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.
Signed this 1 day of March , 2016, at Frovo, Utch
Borrower: Gabriel J. Carmigniani
By: \[\langle \tau \colon \] \[\langle \tau \colon \colon \] \[\langle \tau \colon
Second Borrower: Rosa M. Carmigniani
By: Rosa M. Carmigniani - Utah DV:
Lender: Edward Cariello
By: Sauce Place St. Edward Caricllo - Utah DL:
Second Lender Matty Cariello
By: Matty Caricllo - Mtah DL:

Annual Percentage Rate = 5.0000% Principal = \$4000.00

Payment Number	Payment Date	Total Payment	Interest Amount	Principal Amount	Loan Balance
0	3/01/2016	0.00	0.00	0.00	4000.00
1	4/01/2016	175.49	16.67	158.82	3841.18
2	5/01/2016	175.49	16.00	159.49	3681.69
3	6/01/2016	175.49	15.34	160.15	3521.54
4	7/01/2016	175.49	14.67	160.82	3360.72
5	8/01/2016	175.49	14.00	161.49	3199.23
6	9/01/2016	175.49	13.33	162.16	3037.07
7	10/01/2016	175.49	12.65	162.84	2874.23
8	11/01/2016	175.49	11.98	163.51	2710.72
. 9	12/01/2016		11.29	164.20	2546.52
Subtotals		1579.41	125.93	1453.48	
10	1/01/2017	175.49	10.61	164.88	2381.64
11	2/01/2017	175.49	9.92	165.57	2216.07
12	3/01/2017	175.49	9.23	166.26	2049.81
13	4/01/2017	175.49	8.54	166.95	1882.86
14	5/01/2017	175.49	7.85	167.64	1715.22
15	6/01/2017	175.49	7.15	168.34	1546.88
16	7/01/2017	175.49	6.45	169.04	1377.84
17	8/01/2017	175.49	5.74	169.75	1208.09
18	9/01/2017	175.49	5.03	170.46	1037.63
19	10/01/2017	175.49	4.32	171.17	866.46
20	11/01/2017	175.49	3.61	171.88	694.58
21	12/01/2017	175.49	2.89	172.60	521.98
Subtotals		2105.88	81.34	2024.54	
22	1/01/2018	175.49	2.18	173.31	348.67
23	2/01/2018	175.49	1.45	174.04	174.63
24	3/01/2018			174.63	
Subtotals			4.36		
Grand Total		4211.63	211.63	4000.00	