# **Promissory Note**

12-016-0041

Loan Amount: \$61,000.00

Loan Term: Open

Date: February 25, 2013

E 2722200 B 5713 P 164-166
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/25/2013 10:41 AM
FEE \$14.00 Pgs: 3
DEP RT REC'D FOR ROCKY MOUNTAIN CA

RETURNED

FEB 2 5 2013

### 1. Loan Amount.

FOR VALUE RECEIVED, the undersigned, Ronald C. Jensen ("Borrower") promises to pay to BCCU inc, dba Rocky Mountain Care – Clearfield ("Lender") the initial principal sum of \$61,000.00, together with any additional amounts incurred under that certain Admissions Agreement for Alice Jensen dated March 12, 2012 to the extent incurred after the execution of this Note plus interest thereon at the rate of One and One Half Percent (1.5 %) per annum, for the first eighteen (18) months of the Contract and beginning with month nineteen (19) the rate increases to Six Percent (6%) per annum under the following terms and conditions.

#### 2. Interest Rate.

The rate charged hereunder is pursuant to the terms of the Admissions Agreement, with exception to the rate of interest as stated herein.

## 3. Payment Terms.

The repayment terms of this Note are as follows:

## 3.1. Payment Amounts.

Borrower shall repay the loan at such time as the property that is the subject of this				
deed of Trust se	ells or within 60 days afte	er the death of the borrower, Ronald C.		
Jensen.				
Borrower shall	repay the loan in monthl	y installments of \$, Numeric Amount		
Written Amount	··			
on the	day	of each month, until the loan is paid		
Numeric Date paid in full.	Written Date			

#### 3.2. No Cancellation on Death.

Nothing in this Note shall be interpreted as canceling the balance due on the death of the Lender. It is expressly understood that this Note prohibits the cancellation of the balance upon the death of the Lender and all remaining payments shall be made to Lender's estate. In addition, this Note shall be binding upon Borrower's estate, heirs, beneficiaries, legal representatives and successors.

## 4. Notice.

Any notice of Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the address stated below, so long as he resides there. If he does not reside there and no request for notice at a new address has been made in writing to Lender, notice shall be given at the property address that secures this Promissory Note. Any notice to the Lender shall be given by mailing such notice by certified mail, return receipt requested, to the Lender at the address stated below, or at such other address as may have been designated by notice to Borrower.

All notices given under any of the provisions of this Note shall be deemed to have been given by one party to another if mailed by certified mail, return receipt requested, to:

#### 4.1. Borrower:

32 Airlane Drive, Clearfield, Utah 84015

#### 4.2. Lender:

1481 East 1450 South, Clearfield, Utah 84015

## 5. Governing Law.

This Note shall be governed under the terms of the State of Utah.

## 6. Entire Agreement.

This Agreement represents the entire agreement between the Parties and may be modified only on unanimous written consent.

IN WITNESS WHEREOF, Ronald C. Jensen has executed this instrument on the date first above written.

Legal Description:

All of Lot 41, Airlone Park

Serial Number: 12-016-0041

Ronald C. Jensen

ACCEPTED:

Jeff Fletcher, Administrator and Authorized Agent for Lender, BCCU Inc, dba Rocky

Mountain Care – Clearfield

# **JURAT**

State of Utah		
County of Daws		
Subscribed and sworn/affirmed to be	efore me this _	25th day of Lebenary,
20 13 , by personall	y appear	ung before me
Notary Public CHRISTINE GARCIA Commission #856713 My Commission Expires June 20, 2016 State of Utah	 	Christine Larcia Notary Public
State of Otto	<b>.</b>	My Commission Expires: 6-20-16
Attribution Clause: This Certificate is prepared for a	nd exclusively belongs	to, the accompanying document entitled
Promissory Note	_, which consists of	$\frac{3}{2}$ page(s) and is dated $2 - 25 - 13$
If this Certificate is appropriated to any document oth	er than the one describ	bed herein, it shall be deemed null and void.