

ENT 78107=2024 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Nov 6 02:19 PM FEE 40.00 BY AC
RECORDED FOR FOX, JAMES DANIEL

Prepared by and Return to:
James Daniel Fox
11594 S Sanders Rd
Sandy, UT 84094
PH# 801-604-6461
Email daniel1f61@gmail.com
Owner of Debt

**IN THE 4TH JUDICIAL DISTRICT
IN AND FOR UTAH COUNTY, STATE
OF UTAH**

JAMES DANIEL FOX

Plaintiff(s)
Vs.

STUART FOX

Defendant(s).

NOTICE OF LIS PENDENS

Case No.:

Judge:

**TO ALL INTERESTED PARTIES REGARDING THE REAL PROPERTY DESCRIBED
BELOW:**

Notice is hereby given that an action has been commenced and is now pending in the above-entitled Court on the Complaint of the above-named Plaintiff(s) against the above-named Defendant(s). The object of the said action is:

Plantif is owed a substantial amount of money and Defendant Personally Guaranteed the payment of said amount. Having not performed Platiff is moving to a judgement of foreclosure of below stated property owed by Plaintiff to satisfy the debt. Stated debts are presented as exhibitbits below

The above-entitled action will affect the title and/or the right of possession of certain real property situated in **Utah** County, State of Utah, and more particularly described as follows:

ADDRESS
1025 e 690 s
Orem, UT 84097
Tax ID 51-088-027
Legal Description
Lot 27, PLAT A, RIVER BREEZE HAVEN SUB

Dated this 25th day of October, 2024.

By: [Signature]
Capacity: James David Fox

STATE OF Utah)
COUNTY OF Salt Lake) :ss.

The foregoing instrument was acknowledged before me this 25 day of October, 2025 by James David Fox.

[Signature]
Notary Public



TRANSACTIONAL FUNDING LOAN AGREEMENT**\$140,500**

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Date: November 10, 2023

Borrower's Promise to Pay - For value received and intending to be legally bound hereby, Nomadic Flips LLC, a Utah limited liability company, having an office located at 1145 S 800 E #140 Orem UT 84097 (hereinafter referred to as "Borrower"), agrees to pay Fox Family Legacy LLC (hereinafter referred to as "Lender"), the principal sum of **One Hundred Forty Thousand Five Hundred Dollars (\$140,500)** plus \$2,810 as a "usage fee" for the short term use of these funds. These funds are to secure and provide acquisition funds for 1316 E Knox St Galesburg IL 61401. These funds are to be returned within 7 business days plus the usage fee.

1. **Loan Term** - The "Loan Term" shall be 7 business days from when the funds are wired to the borrower
2. **Payment** - Borrower shall make one payment of all outstanding principal & the usage fee of \$2,810 to the Lender - **\$143,310** in total within 7 business days to complete this transaction
3. **Personal Guarantee** - In the event the Borrower is not able to pay back this loan, Stuart Fox personally guarantees loan repayment through any and all means necessary at his disposal and is personally liable for any principal and other fees not repaid by Borrower according to the terms of this note

IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

Borrower

DocuSigned by:

Stuart Fox

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Nomadic Flips LLC

Lender

DocuSigned by:

J Daniel Fox

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Fox Family Legacy LLC

Personal Guarantee

DocuSigned by:

Stuart Fox

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Stuart Fox, Personal Guarantee

TRANSACTIONAL FUNDING LOAN AGREEMENT

\$100,000

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Date: October 27, 2023

Borrower's Promise to Pay - For value received and intending to be legally bound hereby, Nomadic Flips LLC, a Utah limited liability company, having an office located at 1145 S 800 E #140 Orem UT 84097 (hereinafter referred to as "Borrower"), agrees to pay Fox Family Legacy LLC (hereinafter referred to as "Lender"), the principal sum of **One Hundred Thousand Dollars (\$100,000.00)** plus **One Point (1%)** or \$1,000 as a "usage fee" for the short term use of these funds. These funds are to secure and provide acquisition funds for 1 39th Ave N, Birmingham, AL 35207. These funds are to be returned within 4 business days plus the 1% usage fee. An additional Ten Points (10%) or \$10,000 shall be paid when this transaction closes as a payment towards outstanding funds owed to Fox Family Legacy LLC.

1. **Loan Term** - The "Loan Term" shall be 4 business days from when the funds are wired to the borrower
2. **Payment** - Borrower shall make one payment of all outstanding principal & the usage fee of \$1,000 to the Lender PLUS an additional \$10,000 - \$111,000 in total within 4 business days to complete this transaction
3. **Personal Guarantee** - In the event the Borrower is not able to pay back this loan, Stuart Fox personally guarantees loan repayment through any and all means necessary at his disposal and is personally liable for any principal and other fees not repaid by Borrower according to the terms of this note

IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

Borrower

DocuSigned by:

Stuart Fox

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Nomadic Flips LLC

Lender

DocuSigned by:

Daniel Fox

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Fox Family Legacy LLC

Personal Guarantee

DocuSigned by:

Stuart Fox

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Stuart Fox, Personal Guarantee

TRANSACTIONAL FUNDING LOAN AGREEMENT

\$350,000

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Date: September 13, 2023

Borrower's Promise to Pay - For value received and intending to be legally bound hereby, Nomadic Flips LLC, a Utah limited liability company, having an office located at 1145 S 800 E #140 Orem UT 84097 (hereinafter referred to as "Borrower"), agrees to pay Fox Family Legacy LLC (hereinafter referred to as "Lender"), the principal sum of **Three Hundred Fifty Thousand Dollars (\$350,000.00)** plus **One Point (1%)** or **\$3,500** as a "usage fee" for the short term use of these funds. These funds are to secure and provide acquisition funds for 1113 14th Street N, Birmingham AL. These funds are to be returned within 4 business days plus the 1% usage fee. An additional Two Points (2%) or \$7,000 shall be paid when this transaction closes as a payment towards outstanding funds owed to Fox Family Legacy LLC.

1. **Loan Term** - The "Loan Term" shall be 4 business days from when the funds are wired to the title company closing the transaction
2. **Payment** - Borrower shall make one payment of all outstanding principal & the usage fee of \$3,500 to the Lender PLUS an additional \$7,000 - \$360,500 in total within 4 business days to complete this transaction
3. **Personal Guarantee** - In the event the Borrower is not able to pay back this loan, Stuart Fox personally guarantees loan repayment through any and all means necessary at his disposal and is personally liable for any principal and other fees not repaid by Borrower according to the terms of this note

IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

Borrower

DocuSigned by:

Stuart Fox

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Nomadic Flips LLC

Lender

DocuSigned by:

Daniel Fox

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Fox Family Legacy LLC

Personal Guarantee

DocuSigned by:

Stuart Fox

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Stuart Fox, Personal Guarantee