

**WHEN RECORDED, MAIL TO:**

Jeffrey N. Walker  
WALKER LAW GROUP, PLLC  
9533 South 700 East, Suite 200  
Sandy, Utah 84070

**NOTICE OF CLAIM OF INTEREST**

**THIS NOTICE OF CLAIM OF INTEREST** (the "Notice of Interest") is made pursuant to Utah Code Ann. § 57-9-4 (2019) this 15 day of November 2019, by DENNIS CREED LAW ("Dennis") as against DENNIS PORTER LAW ("Porter") and ADASHA TRICIA LAW ("Tricia") over that certain Property as herein defined.

**RECITALS**

- A. Porter and Tricia are the owners of that certain real property located at 2942 South 2000 West, Syracuse, Utah 84075 (the "Property").
- B. The Property had a mortgage (the "Mortgage") with Wells Fargo Bank, N.A. (the "Bank").
- C. Porter and Tricia defaulted on the Mortgage and the Bank initiated foreclosure actions against the Property.
- D. As a result of the Bank's foreclosure actions, Porter and Tricia were at risk of losing the Property.
- E. The Bank required a payment of \$316,850.00 to fully satisfy the Mortgage (including late fees and penalties) (the "Mortgage Payment").
- F. Dennis agreed to make the Mortgage Payment for Porter and Tricia on the condition that they agree to enter into a promissory note and trust deed (collectively the "Trust Deed") in the amount of the Mortgage Payment.
- G. Dennis prepared the Trust Deed for Porter and Tricia to execute.
- H. Porter agreed to execute the Trust Deed.
- I. Tricia refuses to execute the Trust Deed.
- J. Dennis is filing this Notice of Interest until such time as the Trust Deed is fully executed and recorded.

**NOW, THEREFORE**, the following Notice of Interest is hereby given:

- 1. The Recital are incorporated herein by reference.
- 2. This Notice of Interest is based, in part, on the equitable doctrine of sufficient partial performance as recognized in *Spears v. Warr*, 44 P.3d 742 (Utah 2002), as well as Utah Code Ann. § 57-9-4 (2019).

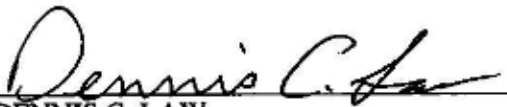
3. The terms of the agreement evidencing the application of the equitable doctrine of partial performance between Dennis, on the one hand, and Porter and Tricia, on the other are clear and unambiguous: Dennis paid off the Mortgage with the Bank in the amount of \$316,850.00 in exchange for Porter and Tricia conveying Dennis an interest in the Property in the amount of the Mortgage Payment. Dennis would not have paid the Mortgage Payment had not Porter and Tricia agreed that he would receive an interest in the Property in the amount of the Mortgage Payment to Dennis.

4. The legal description of the Property to which the Notice of Interest attaches is as follows:

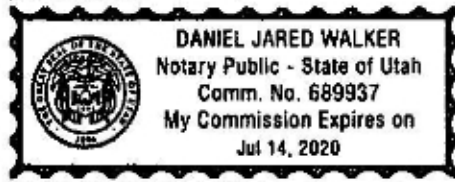
ALL OF LOT 3, MOSS ACRES SUBDIVISION AMENDMENT; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE DAVIS COUNTY RECORDER'S OFFICE CONTAINING 4.02 ACRES.

Parcel No. 12-339-0003.

DATED this 14 day of November 2019.

  
DENNIS C. LAW

SUBSCRIBED AND SWORN before me this 14<sup>th</sup> day of November 2019.



  
Notary Public