

Office of the Davis County Recorder



Davis
COUNTY

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/28/2020 01:49 PM
FEE \$40.00 Pgs: 15
DEP RTT REC'D FOR CRAGUN LAW FIRM

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

RETURNED
MAY 28 2020

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Notice of Lien
(Document Type)

08-578-0607
Tax Serial Number(s)

Consensual Lien Agreement

08-578-0607

This Consensual Lien Agreement, (hereafter "Agreement") is entered into between Cragun Berube, P.C., a Utah corporation ("Cragun Berube, P.C.") and Amy Jensen, an individual (hereafter "Debtor").

RECITATIONS

WHEREAS, the debtor, Amy Jensen, owes the debtee, Cragun Berube P.C., an amount of \$10,059.73 (Ten Thousand Fifty-Nine dollars and 73/100);

WHEREAS, the parties have entered in an Employment and Fee Agreement wherein Debtor has secured the legal services of Cragun Berube, P.C.;

WHEREAS, Debtor has an outstanding balance with Cragun Berube, P.C. that exceeds the credit limit set forth in the Employment and Fee Agreement;

WHEREAS, Cragun Berube, P.C. and Debtor are desirous to continue in the relationship established by the Employment and Fee Agreement;

WHEREAS, Debtor is desirous to secure the outstanding balance owed to Cragun Berube, P.C., along with all future unpaid amounts that are incurred pursuant to the Employment and Fee Agreement by voluntarily pledging collateral and permitting Cragun Berube, P.C. to enter a lien against certain assets, property, or other things of value as set forth below;

WHEREAS, Cragun Berube is desirous to continue to provide legal services to Debtor and, in order to continue such services, is desirous to secure all amounts currently owing as well as future unpaid debt incurred consistent with the Employment and Fee Agreement via this Agreement by securing all amounts owing, and all future amounts being owed, through a lien;

WHEREAS, Debtor owns, possesses, or has the right to pledge the collateral set forth in this Agreement and the Security Agreement;

NOW THEREFORE, Debtor and Cragun Berube, P.C., (collectively referred to as "Parties"), voluntarily and under no undue influence enter into this Agreement.

BASED ON THE FOREGOING, AND FOR GOOD AND VALUABLE CONSIDERATION THAT BOTH PARTIES ACKNOWLEDGE IS HEREBY FULLY RECEIVED, CRAGUN BERUBE, P.C. AND DEBTOR HEREBY AGREE AS FOLLOWS:

1. **Debt:** Debtor acknowledges and agrees that Debtor has outstanding debt, along with an ongoing obligation, due and owing to Cragun Berube, P.C. pursuant to the Employment and Fee Agreement entered into between the Debtor and Cragun Berube, P.C. on August 12, 2019. The Employment and Fee Agreement is attached hereto as Addendum A.

2. Agreement.

In order to secure the outstanding debt, as well as all other unpaid charges resulting from the Employment and Fee Agreement, Debtor hereby agrees to secure said debt by entering into this Agreement.

3. Term.

The term of this Agreement ("Term") will commence as of the date listed below on the signature line of this Agreement, and will continue in effect until the total amount listed above has been paid in full, at which point it shall terminate, unless the term is extended or terminated earlier in a written document signed by both Debtor and Cragun Berube, P.C. in the manner described in Paragraph 6 of this Agreement or as otherwise provided for in this Agreement.

4. Amount

It is understood and agreed upon that the Debtor owes Cragun Berube, P.C. an amount of \$10,059.73 (Ten Thousand Fifty-Nine dollars and 73/100). In addition to the Amount, Debtor agrees and acknowledges that additional monies will be owed consistent with the terms of the Employment and Fee Agreement. The Amount, along with all future debt incurred pursuant to the Employment and Fee Agreement, is subject to all interest, penalties, and fees as set forth in the Employment and Fee Agreement. The Debtor further agrees that the Security Agreement, which is attached hereto as Addendum B, shall secure the Amount, all fees, interest, and penalties on the Amount, and all future debt incurred pursuant to the Employment and Fee Agreement.

5. Security Agreement:

In consideration of the debt owed to the Cragun Berube, P.C., Debtor agrees to place, or permit Cragun Berube, P.C., along with any of its agents, heirs or assigns, a consensual lien upon the real property located at, 376 W. 550 S., Farmington, Utah 84025, and further identified by parcel number 085-78-0607. Further, Debtor agrees to be bound by the Security Agreement set forth in Addendum "B."

6. Waiver: This Agreement shall not be construed as a waiver of any rights, privileges, or obligations set forth in the Employment and Fee Agreement nor shall this Agreement be interpreted to supersede the Employment and Fee Agreement.

7. Force Majeure

Neither of us will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure. We agree that upon conclusion of a Force Majeure Event, debtor will use any and all commercially reasonable means to recommence full performance of their obligations under this agreement.

8. Notice

Any notices to be given under this Agreement by either of us may be effected either by personal delivery in wiring or by mail, registered or certified, postage repaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

9. No Other Agreement

This Agreement and the Consensual Lien filed with the county recorders contain the entire agreement between us. No part of this Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement.

10. Governing Law

This Agreement shall be interpreted in accordance with the laws of Utah. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

11. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

****END OF AGREEMENT. EXECUTION OF AGREEMENT ON THE FOLLOWING PAGE****

EXECUTION:

IN WITNESS WHEREOF, Debtor and Debtee have caused this Agreement to be executed on the following date: May 18, 2020

Debtor:

Signature:

Amy Jensen
Amy Jensen

Debtee: Cragun Berube, P.C.

Representative Name: Tori Vicker

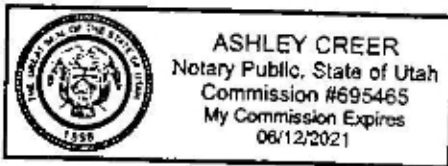
Title: Director of Finance and Collections

Signature:

Tori Vicker
Tori Vicker

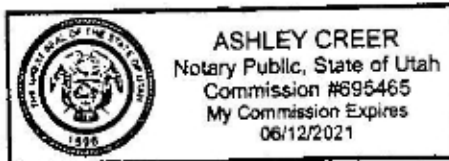
Notary Acknowledgement

On the 18 day of May, 2020, personally appeared before me, **Amy Jensen**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Consensual Lien Agreement; who duly acknowledge before me that he executed the same voluntarily for its stated purpose.



Ashley Creer
NOTARY PUBLIC

On the 28 day of May, 2020, personally appeared before me, **Tori Vicker**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Consensual Lien Agreement, who duly acknowledge before me that he executed the same voluntarily for its stated purpose.



Ashley Creer
NOTARY PUBLIC

ADDENDUM A

Daniel R. Cragun
Justin G. Berube
R. Jason Hanks
Danielle R. Crumb

3255745
BK 7522 PG 2075



1920 West 250 North
Ogden, Utah 84404
(801) 866-0031
www.utah-lawfirm.com

EMPLOYMENT AND FEE AGREEMENT

Amy Jensen (the "Client"), having asked Cragun Law Firm, P.C. (the "Firm") to act as counsel in a case involving **Temporary Restraining Order, Modification** (the "Case"). The Firm having agreed to represent Client and not represent in the Case the opposing party or any other person with whom Client may have a conflicting interest, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree, as follows:

1. **Fees and costs:**

- a. **Initial payment.** Client shall pay to the Firm an initial amount of **\$3,500.00** before representation commences.
- b. **Trust account.** The foregoing initial payment shall be deposited in the Firm's Trust Account; except the "conflict fee" as addressed below.
- c. **Conflict fee.** The initial payment includes a one-time non-refundable cost of **\$225.00** as the Firm is now conflicted out of accepting work from any party in the related matter.
- d. **Retainer.** The initial payment includes an unearned retainer in the amount of **\$3,275.00** All unearned retainer shall be refunded upon termination of services.
- e. **Retainer Replenishment.** When seventy five percent (75%) of the retainer is exhausted, Client shall immediately replenish the retainer to its original amount. Client is exclusively responsible for payment of the Firm's bill.
- f. **Additional Costs.** The Firm may, at its sole discretion, require Client to pay additional sums to be applied against anticipated legal services and costs to be rendered and incurred, including but not limited to, a mandatory \$5,000.00 trial retainer due one month before the trial is scheduled.
- g. **Attorney Fees:** The fees charged by the Firm will be primarily computed on an hourly basis, but may be based on any one or more of the following factors:
 - i. **\$325.00/hr partner time (Dan Cragun), \$300.00/hr partner time (Justin Berube), \$250.00/hr associate time (Jason Hanks), \$250.00/hr associate time (Danielle Crumb) and \$125.00/hr paralegal (Tammy, McKell, Charity, Marcy, Ashley, Tori and Morgan) time** or the prevailing rate whichever is greater. Client will be billed for all time devoted to representation of Client's interest including, but not limited to: conferences; telephone conferences; emails; client phone calls; legal research; review of file materials and documents received and sent; drafting of correspondence, pleadings and other instruments; closing and withdrawing from a case; preparation for conferences and court appearances; mediation; court appearances; and travel time; the Firm may, upon reasonable notice, increase or adjust the hourly rates set forth above.
 - ii. Attorneys and paralegals are available to meet by appointment only. Paralegals can be reached during business hours via phone and e-mail. Attorneys may be immediately available by phone but are likely to be in court or consultations with scheduled clients. Please set up a phone appointment with your attorney as far in advance as possible as their schedules book quickly. Emergency work (any work that necessitates non-scheduled meetings, holiday, weekend, or requires same-day action) will be billed at time and a half.

A contingency fee in the sum of _____% of any money received by way of settlement or negotiation or _____% of any money received, including, without limitation, attorney fees awarded, in the event of trial, mediation, or arbitration, plus all costs incurred. If Client terminates a contingent agreement fee basis, the Firm will be paid the greater of 1) the contingent percentage of the last offer of settlement prior to termination or 2) the Firm's fee computed using the Firm's standard hourly rate; iii) the novelty and

- difficulty of the matter; iv) the amount in controversy and the results obtained; v) the time limitations imposed by Client or by the circumstances; vi) special concerns, request, demands, etc., imposed by Client; and vii) the actual value of the services rendered to and the work performed on Client's behalf—regardless of the actual time expended by the Firm. All charges, however, will be billed in units of time (the minimum fee for any work performed for Client will be one-tenth of an hour and the Firm may, upon reasonable notice, increase or adjust the hourly rates set forth above).
- h. **Attorney's fee will exceed \$3,500.00.** It is anticipated the legal fees will exceed \$3,500.00 and work on the Case may be performed by associates and/or legal assistants.
- i. **Cost/Results disclaimer.** It is impossible to determine in advance the amount of time or the cost required to complete Client's case. Furthermore, there are no guarantees in litigation, arbitration or mediation and no results can or have been promised by the Firm regarding cost, outcome, time to completion, or any other such issue. Client understands that the Court may order either party to pay some or all of the opposing party's costs and attorney's fees. Such court order is solely in the discretion of the court. The Firm has made no guarantees of any kind with regard to Client's payment or recovery of costs and attorney's fees. Further, any fees or costs awarded Client shall first be paid to the Firm against the Firm's final bill to Client.
- j. **Out-of-pocket costs.** Client shall reimburse the Firm for all out-of-pocket costs incurred by the Firm in connection with this matter (i.e., filing fees, copy costs (\$.20/page), fax costs (\$.75/pg), long distance charges, etc.). Similarly, Client authorizes the Firm to retain any experts or investigators it deems necessary, at its sole discretion, to represent Client. Client agrees to pay the costs arising there from.
- k. **Attorney's Lien.** Client grants to the Firm an Attorney's Lien as outlined in Utah Code §38-2-7. Any awards or proceeds to which Client is entitled or to which Client may become entitled will be subject to the Lien. Client authorizes the Firm, with full power of substitution, to act for Client in Client's name, including, without limiting the generality of the foregoing, authority to receive any monies or other property to which Client is entitled and this Agreement shall operate as an assignment to the Firm, to the extent of the fees, and costs owed to the Firm by Client, of any money, property, judgment, or the proceeds thereof, to which Client may be entitled.
- l. **Line of credit/Payments/Dispute mechanism.** The Firm, at its sole discretion, extends a line of credit to clients in good standing with a consistent history of paying all financial obligations to the Firm. The Client's line of credit shall not exceed one-thousand dollars (\$1,000.00) and Client acknowledges and agrees that if the line of credit reaches said amount Client will immediately make a payment to insure compliance. Client agrees that the Firm may cease any and all work performed for the Client (including but not limited to: resetting hearings, appointments, meetings or other such time-consuming actions) until the Client is in compliance. Interim billings will be directed to Client from time to time and all interim billings shall be due upon receipt and payable within 10 days after receipt thereof.
- m. **Finance Charge.** All accounts which are not paid in full within 10 days after the date of the statement shall bear interest on the unpaid balance at the rate of 2.166% per month (26% annual). The charging of this interest shall in no way be deemed a waiver by the Firm of its right to withdraw as provided for herein or as a waiver of its right to withdraw under any other justifiable circumstance(s). Client agrees to review each statement immediately upon receipt of the same. If Client disputes any charge in a billing statement, Client agrees to notify the Firm of the same within thirty (30) days of the date of the bill. In the event Client does not notify the Firm in writing of a disputed charge, it shall be irrevocably deemed that the amounts charged, the work done and the costs advanced, as reflected in that bill, are all correct, reasonable, necessary and were done for and on behalf of Client.
- n. **Payment Plan.** When client account is under the \$1,000.00 line of credit extended by the Firm, a minimum monthly payment is required. We recommend \$300.00. If at any time the client account goes over the line of credit, client must pay any amount over the \$1,000.00 credit limit. (Example: If invoice is

\$1,650.00, you will need to pay the Firm a minimum of \$650.00.)

- o. **All payments are due by the 20th of each month.** If the 20th falls on a non-business day, payments will be ran on the following business day. The failure to make this monthly payment is sufficient grounds to withdraw in Client's matter.
- p. **Late fee.** If minimum payment is not maintained, a **late fee of \$25.00** will be added to Client's balance owed to the Firm for each month the minimum payment is missed. Furthermore, a **\$50.00 fee** will be assed for any returned checks.
- q. **Payment authorization.** Upon the retainer fee being exhausted, client can sign up for automatic pay. Fee's would be paid according to the above payment plan. If client elects to sign up for auto pay, the Firm shall discount the professional fees reflected in each bill charged to Client's credit card by five percent (5%). I, _____, authorize the Firm to charge the following credit card _____ (type), _____, Exp. date _____, Security numbers _____, Billing zip code _____ on the 20th of each month.
2. **Attorney/Client relationship/Acceleration.** Client shall cooperate with the Firm in all respects in relation to the Case, including but not limited to completely and accurately disclosing to the Firm all facts related to the matter, allowing the Firm to conduct all negotiations related to the matter, and providing all information requested by the Firm. Failure to so comply, as determined solely by the Firm, shall entitle the Firm to withdraw as counsel. The Firm will keep Client informed as to the progress of the case. The file and its progress are open for Client's inspection at any reasonable time. The parties hereto agree and acknowledge that each shall have the right to terminate the representation at any time, upon reasonable notice. Upon termination of Firm's representation, Client shall immediately pay in full all fees and costs incurred and owing to the Firm, up to and including that date.
3. **Dispute resolution/Collections.** In the event of a breach of this Agreement or in any arbitration or lawsuit related to this Agreement, the prevailing party shall be entitled to collect all expenses incurred in pursuing or defending the action, including, but not limited to, all attorney's fees and costs incurred. Client specifically agrees that the Firm may employ the services of a collection agency, self or other attorney and that Client, in the event Client breaches this Agreement, shall bear all costs associated with said collection agency, including any contingent fee owed to the Collection Agency or other attorney by the Firm. That in the event that the Firm employs the services of a collection agency then the principal balance shall be automatically increased by 33% to cover the costs or contingency associated therewith. No failure to exercise any rights or privileges granted hereunder or to insist upon the full performance of all obligations assumed by the other party hereto shall be construed as waiving any such rights, privileges, obligations, or duties, or as creating any custom contrary hereto. Any such waiver, to be enforceable, must be in writing and shall not extend or operate beyond the express term thereof.
4. **Disclaimer/Rights of enforcement.** No promise, representation or warranty has been made by either party to the other with respect to this Agreement, or as an inducement to the other to enter into it, except as appears herein. No change or modification of the terms of this Agreement shall be effective, unless confirmed in writing, executed by the parties, and making specific reference to this Agreement. No failure to object to a breach or default hereunder shall be deemed a waiver of any right to enforce this Agreement against any subsequent breach of the same or similar nature. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties, and all those whom may attempt to make claims on their behalf. It is agreed that if any part, term or provision of this contract is held to be illegal or in conflict with any Utah law, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed

and enforced as if the contract did not contain the particular part, term or provision held to be invalid or in conflict.

5. **Governing law.** This Agreement shall be governed by the laws of the State of Utah.

I acknowledge receiving a copy of this Agreement, have read and fully understand the terms and agree to be contractually bound by the foregoing terms in their entirety.

Dated this 12 day of August, 2019.

Client Name: Kmy Serchen

Address: 170 W 550 E
KMYMIRGTON UT. 84025

Phone: H: 206.678.4887

C:
Email: Kmy.Serchen646@gmail.com

By: _____

Firm

Client

By: _____

Co-signer/obligor:

Co-signer/obligor: Name: _____

Address: _____

Phone: H: _____

C: _____

Email: _____

Signature: _____

EMERGENCY CONTACT

Name: _____

Phone: H: _____

C: _____

ADDENDUM B

SECURITY AGREEMENT

As of May 6, 2020, AMY JENSEN (the "Debtor"), hereby grants to CRAGUN BERUBE, P.C. (the "Creditor"), a security interest in the following (the "Collateral"):

Land, real property and all improvements thereon commonly referred to as 376 W. 550 S., Farmington, Utah 84025, more formally described as "ALL OF LOT 607, MILLER MEADOWS SUB PHASE 6, A CONSERVATION SUB, CONT. 0.30000 ACRES."

This Security Agreement is given to secure the payment by Debtor to Creditor of the sum of Ten Thousand Fifty-Nine dollars and 73/100 (\$10,059.73), along with all ongoing amounts. Said indebtedness is set forth in the Consensual Lien Agreement and Employment and Fee Agreement entered into between Cragun Berube, P.C. and Debtor on August 12, 2019 (hereafter collectively referred to as the "Note") made and entered into the date hereof by and between Debtor and Creditor. All of the obligations of the Debtor with respect to the Note and any other instrument further evidencing or securing the obligations evidenced and secured by the Note, together with all of Debtor's present and future debts, obligations and liabilities of whatever nature to Creditor, are secured by this Security Agreement and are hereafter collectively referred to as the "Obligations".

IN CONNECTION WITH THIS AGREEMENT, DEBTOR AGREES AS FOLLOWS:

1. Situs and Legal Status of the Collateral. Unless Creditor gives its prior written consent, the Collateral shall at all times be kept within the State of Utah. So long as any of the Obligations remains unpaid or unperformed, Debtor shall not execute or file in favor of anyone, other than Creditor, any financing statement, supplements thereto, or other instrument or security agreement covering the Collateral is not acquired in the name of Debtor, Debtor shall cause to be executed and delivered to Creditor such additional documents as may be required to grant the collateral to Creditor for the purposes and upon the terms and conditions herein set forth.

2. Perfection and Protection of the Creditor's Interest. Debtor shall execute and deliver to Creditor any financing statements, supplements thereto, or other instruments which Creditor, from time to time, may reasonably require to perfect, preserve, protect, or enforce the security interest of Creditor hereunder or the priority of such security interest. Debtor shall pay all costs of filing such statements or instruments. In the event of a default by Debtor hereunder, Creditor shall automatically be constituted Debtor's attorney-in-fact and hereby authorizes Creditor to execute and deliver in Debtor's name such instruments as may be reasonably required to protect, perfect, extend or enforce said security interest.

3. Maintenance and Use of the Collateral. Debtor agrees that so long as this Security Agreement is in force:

(a) It will keep and maintain the Collateral in good condition and repair and be responsible for any loss or damage thereto;

(b) It will obtain and maintain the Collateral free from all liens, claims, demands, encumbrances and security interests whatsoever other than those evidenced by this Security Agreement;

(c) It will pay when due all taxes, license fees and other charges which may be accessed or become owing on or in connection with the Collateral;

(d) It will not misuse or conceal the Collateral or permit the same to be used unlawfully or contrary to the provisions of any insurance coverage thereon;

(e) It will not permit the Collateral to become an accession to any goods or property not covered by this Security Agreement; and

(f) It will allow Creditor to inspect the Collateral at all reasonable times.

4. Insurance. Debtor shall, at its sole cost and expense, insure the Collateral to the full insurable value thereof against loss through the perils of fire, theft, extended coverage, vandalism, malicious mischief, and such other perils as Creditor may reasonably require. Such insurance shall be carried with an insurance company or companies, and under a policy or policies, in a form satisfactory to Creditor. Debtor shall furnish to Creditor either all original policies evidencing the insurance coverage required by this Paragraph 4 or certificates executed by the insurers involved evidencing such coverage. All policies shall provide that they will not be canceled or modified without at least thirty (30) days prior written notice to Creditor. All insurance proceeds relating to the Collateral shall be made payable directly to Creditor, to the extent of its interest. Creditor may, at its option, apply the insurance proceeds or any part thereof to reduce the Obligations (whether or not then due) or to repair or replace the Collateral. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

5. Advances. In the event Debtor fails to make any payment or to perform any act which is required by this Security Agreement or the Employment and Fee Agreement or which Creditor deems advisable to preserve the Collateral or the priority or perfection of the Creditor's security interest therein, the Creditor may, but shall not be obligated to, advance funds to accomplish such payment or performance. Each such advance shall be a part of the Obligations, shall be immediately payable by Debtor to Creditor without notice, and shall, for the period during which it remains unpaid, bear interest at the same rate of interest as is applicable under the Note.

6. Events of Default. Debtor shall be in default hereunder if any of the following events occur:

(a) Debtor fails to pay any of the Obligations when due;

(b) Debtor fails to meet any obligation, contractual term, or requirement set forth in the Employment and Fee Agreement;

(b) Debtor fails to perform any agreement or undertaking or breaches any covenant or warranty contained in this Security Agreement, the Note, or any other instrument executed to further evidence or secure any of the Obligations;

(c) Any statement, representation, covenant, or warranty in any of the instruments described in subparagraph 6(b) above is found to have been untrue in any material respect when made;

(d) Debtor becomes insolvent or unable to pay its debts as they mature, or the Debtor makes an assignment for the benefit of creditors, or any proceedings are instituted alleging Debtor's insolvency or its inability to pay debts as they mature;

(e) Any portion of the Collateral is transferred or sold and not immediately replaced with comparable items having at least the same value;

(f) Any of the Collateral which is not adequately insured against is lost, stolen, or materially damaged.

7. Remedies. Time is the essence hereof. Upon the occurrence of any default hereunder, and at any time thereafter, Creditor shall have the option, without notice or demand, to declare all of the Obligations immediately due and payable. Whether or not it exercises such right of acceleration, upon the occurrence of any default hereunder, and at any time thereafter, Creditor shall be entitled to exercise any and all of the rights and remedies available to a secured party under the Utah Uniform Commercial Code or other applicable law and:

(a) Creditor shall have the right to enter upon any premises where the Collateral may be and take possession thereof. Creditor may sell, lease, or otherwise dispose of any or all of the Collateral and, after deducting all expenses (regardless of the particular nature thereof) incurred by it in so doing, including reasonable attorneys' fees, may apply the sums realized toward payment of the Obligations (whether or not then due), or may hold said sums as a reserve to secure the payment and performance of the Obligations.

(b) Creditor shall immediately have the right, without prior notice or demand, to set off against any of the Obligations (whether or not such Obligations are then due) all money or other amounts owed by Creditor in any capacity to Debtor. If Creditor elects to exercise such rights it shall be deemed to have done so and to have made a charge against any such money or amounts immediately upon the occurrence of Debtor's default, even though such charge is entered on the books of Creditor subsequent thereto.

8. Attorneys' Fees and Expenses. In the event of default by Debtor, Debtor shall pay any and all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, which the Court deems just and equitable.

IN WITNESS WHEREOF, this Security Agreement is executed as of the day and year first above written.

DEBTORS:

AMY JENSEN

By: 

Amy Jensen

CREDITORS:

CRAGUN BERUBE, P.C.

By: 

Tori Vicker, Authorized Agent of
Cragun Berube, P.C.
