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10/07/2024 02:07 PM By csummers Fees: \$40.00  
Rushelle Hobbs, Recorder, Salt Lake County, Utah  
Return To JENNINGS & MEDURA  
68 S MAIN STREET 5TH FLOOR SALT LAKE CITY, UT 84101



WHEN RECORDED RETURN TO:

Rachel Maxwell Booker (19008)  
Riley Farnsworth (19370)  
**JENNINGS & MEDURA, LLC**  
68 South Main Street, 5th Floor  
Salt Lake City, Utah 84101  
Telephone: 801-883-8325  
E-mail: [rachelmb@jmutah.com](mailto:rachelmb@jmutah.com)  
[rileyf@jmutah.com](mailto:rileyf@jmutah.com)

Parcel No: 34-05-226-017-0000

*Attorneys for Petitioner Carrie A Goodwin*

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH**

<p>In the matter of the marriage of:</p> <p><b>CARRIE ANN GOODWIN,</b> Petitioner.</p> <p>and</p> <p><b>CHET STERLING GOODWIN,</b> Respondent.</p>	<p><b>NOTICE OF LIS PENDENS</b></p> <p><b>CIVIL NO. 244900137</b></p> <p><b>JUDGE Keith Kelly</b> <b>COMMISSIONER Michelle Blomquist</b></p>
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Pursuant to Section 78B-6-1303 of the Utah Code, Rachel Maxwell-Booker of the law firm Jennings & Medura, LLC, attorney for Petitioner Carrie Goodwin, hereby gives notice that an action has been commenced in the Third District Court for Salt Lake County, State of Utah, Case No. 244900137, to wit. Carrie Ann Goodwin and Chet Sterling Goodwin. By virtue of the Promissory Note attached hereto as Exhibit "A", the above-entitled action concerns the following described real property situated in Salt Lake County, State of Utah:

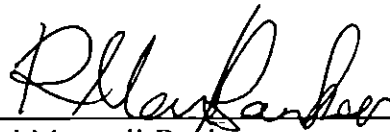
Street Address: 13422 Lone Peak Lane in Draper, Utah.

Parcel No.. 34-05-226-017-0000

Legal Description: Legal description Lot 1, Corner Creek Estates Sub. 5116-801, 4984-817, 818 5897-2989, 7092- 0242, 8318-8596, 8478-0434, 8672-0501, 0502.

DATED this 1<sup>st</sup> day of October, 2024

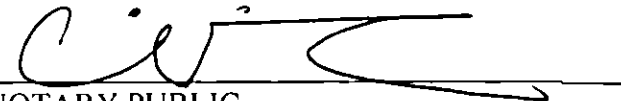
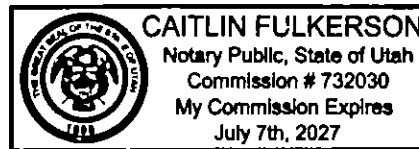
JENNINGS & MEDURA, LLC



\_\_\_\_\_  
Rachel Maxwell-Booker  
*Attorneys for Petitioner Carrie Goodwin*

STATE OF UTAH )  
                                  : ss  
COUNTY OF SALT LAKE )

The foregoing *Lis Pendens* was acknowledged before me this 1<sup>st</sup> day of October 2024, by Rachel Maxwell-Booker of Jennings & Medura, LLC.

  
\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of October, 2024, I caused to be served a true and correct copy of the foregoing **NOTICE OF LIS PENDENS**, via electronic service on the following:

Bart Johnsen  
Attorney for Respondent

*/s/Rachel Maxwell Booker*  
Rachel Maxwell Booker  
Attorney for Petitioner

## PROMISSORY NOTE

\$1,000,000

December 7, 2023

FOR VALUE RECEIVED, the undersigned, Jeff Snow ("Borrower"), promises to pay upon demand to Chet S. Goodwin, ("Lender"), or Lender's assigns or successors in interest, or order, the sum of One Million and No/100 Dollars (\$1,000,000), upon the following terms:

1. **Interest.** The principal indebtedness amount hereunder is One Million Dollars (\$1,000,000). Interest shall accrue on the unpaid balance at the rate per annum of 8 percent (8%) commencing on the effective date of this Promissory Note and continuing thereafter for the full term of this Promissory Note.
2. **Payments.**
  - a. This note is payable in full or in part upon the demand of Lender.
  - b. Until this note is paid in full, interest shall accrue annually on or before December 31 of each calendar year.
3. **Application of Payments.** All payments under this Promissory Note shall be applied first to the payment of accrued interest and the balance, if any, towards the reduction of principal.
4. **Prepayment.** Borrower shall have the right to prepay all or any portion of the principal indebtedness owing under this Promissory Note at any time or times.
5. **Event of Default.** The occurrence and continuance of any of the following shall constitute an "Event of Default" under this Promissory Note:
  - a. The failure of Borrower to pay any sum hereunder specified within fifteen (15) days after due; or
  - b. If Borrower shall:
    - i. apply for, or consent in writing to the appointment of a receiver or trustee of all or substantially all of Borrower's assets;
    - ii. file a voluntary petition in bankruptcy;
    - iii. make a general assignment for the benefit of creditors;
    - iv. make and file a petition or an answer seeking an arrangement with creditors;
    - v. file an answer admitting the material allegations of a petition filed in bankruptcy, reorganization or insolvency proceedings; or
    - vi. die.

Borrower (or Borrower's heirs, executor or successor in interest) shall promptly notify Lender in writing of any existence or occurrence of an Event of Default under this Paragraph 5.

6. **Remedies.** Upon occurrence and continuance of an Event of Default, the remedies of Lender hereunder shall be governed by the following:

RES002944

- a. Lender, at Lender's election, may declare the entire unpaid principal and interest indebtedness immediately due and payable.
  - b. The failure of Lender to exercise any right or remedy provided in this Promissory Note or by law or in equity upon the occurrence and continuance of an Event of Default shall not be taken or construed to be a waiver of any such right or remedy upon the happening of any subsequent Event of Default.
7. **Obligations Secured.** The Lender and Borrower agree that the obligations evidenced by this Promissory Note are secured obligations. The security is the current residence located at 13422 Lone Peak Lane in Draper UT Tax Parcel #34052260170000. Legal description Lot 1, Corner Creek Estates Sub. 5116-801, 4984-817, 818 5897-2989, 7092-0242, 8318-8596, 8478-0434, 8672-0501, 0502.
8. **Attorney's Fees.** Borrower agrees to pay all costs of collection incurred by reason of a default, including court costs and reasonable attorneys' fees of the Lender, in the event of Borrower's default hereunder.
9. **Right to Offset.** The amounts due under this Promissory Note may be offset against any amounts due and owing to Borrower from Lender.
10. **Governing Law.** This Promissory Note is to be construed in accordance with the laws of the state of Utah, without regard to its conflicts of laws principles. In addition, Borrower and Lender hereby consent to the jurisdiction of the courts of the State of Utah and to venue in Salt Lake County, Utah, as the exclusive forum and venue for resolution of disputes under this Promissory Note and waiver any defenses or objections to such jurisdiction or venue based upon lack of personal jurisdiction, improper or inconvenient venue, or otherwise.
11. **Notice.** All notices and communications under this Promissory Note shall be sufficiently given and shall be deemed given on the fifth (5<sup>th</sup>) day following the day on which the same have been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Borrower, to: Chet Goodwin at his home address

If to Lender, to: Jeff Snow at his home address (or to the home address of any successor trustee)

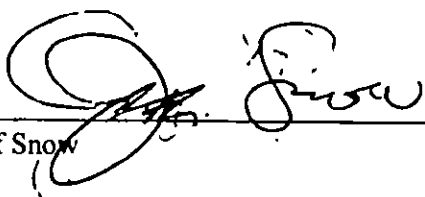
Borrower and Lender may, by notice given hereunder, designate any further or different address to which subsequent notices or other communications directed to them may be sent.

12. **Final Expression.** This Promissory Note is the final expression of the agreement and understanding of Lender and Borrower with respect to the principal indebtedness and may not be contradicted by evidence of any alleged oral agreement.

RES002945

IN WITNESS WHEREOF, the undersigned Borrower has executed this Promissory Note effective as of the day and year first above written.

BORROWER:

  
\_\_\_\_\_  
Jeff Snow

1578105v1

RES002946