**SCRIVENERS INDEMNIFICATION**

$170,000 Note April 7, 2023

Phoenix, Arizona

In relation to a loan transaction between Aetos Investments LLC, an Arizona Limited Liability Company, (Hereinafter, "Borrower"), and Thomas & Hanne Farrar as to a 100% undivided interest (hereinafter, "Lender" or “Beneficiary”), in the sum of One Hundred Seventy Thousand dollars ($170,000) (“Principal Sum”).

The drafters of the Loan Documents used in this transaction, Corey Schwartz, and Loanatik, LLC (the “Scriveners”) are NOT a law firm nor attorneys and provide these form documents to the Lender/Beneficiary and Borrower as a courtesy.

Scriveners are not acting as your attorney and are not a substitute for the advice of an attorney. Scriveners are not responsible for any loss, injury, claim, liability, or damage related to your use of these forms, whether from errors or omissions in the documents or any other document related the contemplated transaction. It is recommended that the parties hereto consult their respective attorneys and trusted advisors.

Scriveners make no representation or warranty to the documents accuracy, enforceability, suitability for any purpose, or anything else whatsoever. Borrower, Guarantor(s) and Lender hereby agree to indemnify, defend and hold Scriveners harmless from any and all liability, claims, actions brought by either party or a third party seeking any amounts due or claimed to be due under any theory of law, as a result of this Agreement or the Loan Documents.

Aetos Investments LLC, an Arizona Limited Liability Company

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nektarios Brokalakis, its Manager

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thomas & Hanne Farrar

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230405Nick

Aetos Investments LLC, an Arizona Limited Liability Company

Aetos Investments LLC, an Arizona Limited Liability Company

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nektarios Brokalakis, its Manager

480.249.4622

nbrokalakis@yahoo.com

NA

480.249.4622

\*\*\*-\*\*-\*\*\*\*

XX/XX/XXXX

2748 E Hale St

Mesa

AZ

85213

137-25-034, and 137-25-034 4

545 N Sirrine

Mesa

Arizona

85201-5938

Maricopa

$350,000.00

Three Hundred Fifty Thousand and No Cents

2 (two)

Lawyers Title of Arizona, Inc.

17100 N 67th Ave, Bldg 2, Suite 200, Glendale, AZ 85308

Jeneil Sherman

LTARR2300218

623.334.4900

623.979.6060

Jeneil.Sherman@ltic.com

$170,000

One Hundred Seventy Thousand

10.5

FALSE

0

False

28

10

1st

first

April 2023

April 7, 2023

0.00

13.00

$1,487.50

$1,500.50

7th day of April, 2023

June 1, 2023

Hereinafter

Not Applicable

April 1, 2026

0

FALSE

FALSE

FALSE

0

FALSE

FALSE

$3,400

TRUE

TRUE

FALSE

FALSE

FALSE

TRUE

( X ) Real Estate Taxes

( ) Assessments

( X ) Hazard Insurance

( ) Homeowner Association Dues

Thomas & Hanne Farrar

2028 E Gondola Lane

Gilbert, AZ 850234

1

Thomas & Hanne Farrar

2028 E Gondola Lane

Gilbert, AZ 85234

100%

170,000

jrosebrough@loanatik.com

602-292-2954

XXX

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thomas & Hanne Farrar

US Bank

EP-MN-WN1A

ST. PAUL,MN 55107-1419

ABA ROUTING NUMBER: 091408501

FOR CREDIT TO

the account of Thomas & Hanne Farrar

ACCOUNT NUMBER: 175091064238

Thomas & Hanne Farrar

2028 E Gondola Lane

Gilbert, AZ 850234

NA

NA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To Be Determined

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To Be Determined

To Be Determined

TBD

Edgewood, L.L.C.

A Wyoming limited liability company

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ray R. Thurston, Manager

Jackson State Bank

Jackson, WY 83001  
ABA #102301209

For Credit To: Edgewood, LLC  
Acct #2226335

Bank Phone: 307-733-3737

\*\*Direct Deposit Form Attached

**Edgewood, LLC**

6226 N Cattle Track Road

Scottsdale, AZ 85250

**Telephone: (480)** 922-4100

Thomas & Hanne Farrar as to a 100% undivided interest

Thomas & Hanne Farrar

2028 E Gondola Lane

Gilbert, AZ 850234

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thomas & Hanne Farrar

(i) that Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith executed by Aetos Investments LLC, an Arizona Limited Liability Company, in favor of Lender encumbering certain real property and improvements located in Maricopa County, Arizona ('Deed of Trust'); (ii) that Security Agreement ('Security Agreement') executed by Borrower dated of even date herewith; (iii) that Financing Statement of even date herewith; (iv) those Personal Guarantees executed by Guarantors dated of even date herewith; (v) those Personal Guarantees executed by Guarantors dated of even date herewith. (vi) that Construction Loan Agreement executed by Borrowers of even date herewith.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Lot 12, Block 4, Verde Vista subdivision, according to Book 8 of Maps, Page 12 and amended Plat of Verde Vista

subdivision recorded in Book 10 of Maps, Page 19, records of Maricopa County, Arizona;

Note: A Plat of Mesa recorded in Book 23 of Maps, Page 18, thereof, records of Maricopa County, Arizona, purports to show the above property as Lot 12, Block 22, Mesa.

Except that portion of the above description described as follows:

Beginning at the Southwest corner of Lot 12, Block 99, City of Mesa, according to Book 23 of Maps, Page 18, records of Maricopa County, Arizona;

Thence East a distance of 5 feet;

Thence northwesterly to a point on the West line of said Lot 12, said point lying 5 feet North of the Southwest corner of said Lot 12;

Thence South 5 feet to the true point of beginning, as quit claimed to the City of Mesa in deed recorded September 25, 1981, in Docket 15540, Page 318.

For information purposes only: 545 North Sirrine, Mesa, AZ 85201-5938

APN/Parcel ID: **137-25-034, and 137-25-034 4**

Weststar Pacific Mortgage

2525 E. Camelback Rd., Suite 1101

Phoenix, AZ 85016

Weststar Pacific Mortgage

2525 East Camelback Road, Suite 1101

Phoenix, Arizona 85016

The Servicing Agent is hereby instructed:

1. To request and await written direction from Lenders as to how to apply any default and/or prepaid principal, interest or fees among Lenders; and

2. To have Lender review any payoff or demand request prior to providing requested information to borrower or any other party; and

3. To notice lender in the event of an impound shortage for property taxes or insurance; and

4. Principal ownership percentages are as stated in the promissory note; and

5. The Note does not entitle the Borrower to a grace period for payments (the payment is due on the first day of every month with a late fee of 10% assessed on the second day of the month). Servicing Agent is to bill the Borrower for the late fee instructing the Borrower that the late fee is to be paid with the next monthly payment; and

6. To not charge interest on any past due interest as allowed for under the Note unless instructed to do so by the lender in writing; and

7. Servicing Agent is authorized to speak to and accept instructions from Corey Schwartz and/or Loanatik, LLC as if those instructions were given by the undersigned lenders and/or assigns.

8. Servicing Agent is hereby instructed to accept and disburse any and all funds received from or on behalf of any borrower regardless of the status of the loan including, but, not limited to, when the loan is in default, has matured or is in collections or foreclosure.

NONRECOURSE PROVISIONS.

All of the following provisions shall be referred to as the 'Nonrecourse Provisions.'

A. No Personal Liability: Notwithstanding anything to the contrary contained in this Note, and except as set forth below, Lender hereby agrees that Borrower shall not be personally liable for the payment and performance of the indebtedness and obligations evidenced or arising under this Note. In other words, except as set forth below, any judicial proceedings or enforcement of the remedies under this Note brought by Lender against Borrower shall be limited to the preservation, protection, enforcement and foreclosure, or any proceedings in respect thereof, of the liens, estates, assignments, titles, rights and security interests now or at any time hereafter acquired by Lender in the Property, and no judgment, attachment, execution or other writ of process shall be sought, issued or levied upon the assets, property or funds of Borrower, other than the Property and the rents, issues, profits, revenues, income, proceeds and products thereof.

B. Exceptions: Nothing contained in these Nonrecourse Provisions shall relieve Borrower from personal liability for the payment and performance of Borrower's obligations under the provisions of the Deed of Trust or other Loan Documents to defend and indemnify Lender for environmental claims, conditions or liabilities on, affecting or relating to the Property, nor shall any of the Nonrecourse Provisions be construed to release or relieve any guarantor of any indebtedness or obligation of Borrower to Lender from full personal liability for the payment and performance of such guarantor's obligations under any guaranty now or hereafter entered into in connection with the Loan or the Property. Furthermore, nothing contained in any of the Nonrecourse Provisions shall relieve Borrower from personal liability for the payment and performance of the indebtedness and obligations evidenced or arising under this Note, the Deed of Trust and the other Loan Documents, including without limitation all costs and expenses incurred by Lender in enforcing its rights and remedies under the Loan Documents, including attorneys’ fees and court costs, if any of the following events or conditions occur:

(i) fraud or misrepresentation (or failure to disclose a material fact) made by Borrower, or any officer, agent or employee of Borrower, in any writing provided to Lender or contained in any of the provisions of the Loan Documents;

(ii) failure by Borrower to pay to Lender all gross receipts (less normal operating and maintenance expenses of the Property which are paid to persons or entities who are not affiliates of Borrower) from rental, occupancy or operation of all or any portion of the Property received or applicable to any period after default by Borrower under the Loan Documents and prior to any foreclosure of the Property, including, without limitation, security deposits and advanced or prepaid rents or receipts;

(iii) any conduct or action or attempted conduct or action by Borrower, or any officer of Borrower, including, without limitation, the filing of any bankruptcy proceedings by Borrower, to prevent Lender from exercising, or to hinder, delay, or impede Lender in exercising, foreclosing or otherwise realizing upon its security interest in the Property; provided, however, if the bankruptcy petition or proceeding is dismissed or otherwise resolved to allow Lender to exercise, foreclose or otherwise realize upon its security interest in the Property within 90 days after the initial filing thereof, the personal liability of Borrower shall be limited to an amount equal to all sums due under the Loan Documents during the pendency of such proceeding (including court costs and attorney's fees and expenses incurred from such proceeding);

(iv) the sale, transfer or other conveyance of all or any part of Borrower's interest in the Property, or of any ownership or equity interests in Borrower or in any constituent owner of Borrower at any tier, without Lender's written consent, if and to the extent such consent is required under the Loan Documents; or

(v) gross negligence or willful misconduct of Borrower;.

In addition, nothing contained in any of the Nonrecourse Provisions shall relieve Borrower from personal liability for the payment and performance of the indebtedness and obligations evidenced or arising under this Note, the Deed of Trust and the Loan Documents, but only to the extent of any damages, losses, costs or expenses suffered or incurred by Lender as specified below, including without limitation all costs incurred by Lender in enforcing its rights and remedies under the Loan Documents, if any of the following events or conditions occur:

(vi) failure by Borrower to pay to Lender: (1) proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Property; or (2) proceeds or awards resulting from a condemnation or other taking in lieu of condemnation, relating to any portion of the Property; to the full extent such insurance proceeds or condemnation proceeds or awards are payable to Lender or should be paid to Lender under the terms of the Loan Documents;

(vii) failure by Borrower to pay all general and special city, county and state taxes or special assessments or encumbrances, charges and liens which are or may be prior or superior to the lien of the Deed of Trust;

(viii) failure by Borrower to cause to be maintained upon the Property such insurance coverage as may be required under the Loan Documents;

(ix) failure by Borrower to (1) keep the Property in good condition and repair, including, without limitation, maintaining all structures on the Property free of (a) any liquid water and/or water vapor intrusion in amounts that could support the growth of fungus and/or mold inside the structures and (b) any sites of growing fungus and/or mold inside the structures; or (2) comply with all laws and ordinances affecting the Property;

(x) Borrower's removal of personal property from the Property in violation of the requirements of the Deed of Trust; to the full extent of the full replacement value of the personal property so removed;

(xi) failure by Borrower to deliver to Lender, prior to or upon foreclosure of the Deed of Trust, or to any receiver of the Property appointed upon the request of Lender, all security deposits held by or for Borrower pursuant to any leases of the Property; to the full extent of the aggregate sum of all such security deposits plus interest, if any, required by law or by the terms of any lease to be paid thereon; or

(xii) Borrower commits waste or allows waste to be committed on or at the Property.

C. No Release, Impairment or Waiver due to Nonrecourse Provisions: If any of the Nonrecourse Provisions conflict with any other provisions contained in this Note, the Deed of Trust or the other Loan Documents pertaining to Borrower's liability for sums due thereunder, the Nonrecourse Provisions shall prevail; provided, however, nothing contained herein shall be deemed to be a release or impairment of the lien or charge of the Deed of Trust or limit in any way, or be construed as a waiver of, any of the rights of the Lender to foreclose the Deed of Trust or the rights of Lender to enforce any of its non-monetary default remedies under this Note, the Deed of Trust or the other Loan Documents. Further, nothing contained in the Nonrecourse Provisions shall: (a) impair the validity or enforceability of this Note, the Deed of Trust or any other Loan Document; (b) prevent Lender from seeking any equitable or other relief or remedy with respect to the protection of Lender's interest in the Property or the rents, income, issues, profits and proceeds thereof, including without limitation the appointment of a receiver for the Property; (c) limit or otherwise affect Lender's right to name Borrower in any lawsuit or proceeding for the enforcement of any right or remedy of Lender under or with respect to the Loan, other than for the collection of any monetary obligation of Borrower to Lender under the Loan Documents which is not expressly permitted by the terms of any of the Nonrecourse Provisions; or (d) be deemed a waiver of any right which Lender may have under Sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Code, as amended, or any successor statute thereto, or under any similar provisions of any state law, to file a claim for the full amount of the indebtedness owing to Lender by Borrower or to require that all of the Property shall continue to secure all of the indebtedness owing to Lender in accordance with this Note, the Deed of Trust and the other Loan Documents.

D. Nonrecourse Provisions Applicable Only to Named Borrower. The Nonrecourse Provisions shall apply only to the undersigned Borrower and not to any subsequent owner of the Property.

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