

AFTER RECORDING RETURN TO:  
Halliday, Watkins & Mann, P.C.  
376 East 400 South, Suite 300  
Salt Lake City, UT 84111  
File No. UT11134

13672863  
5/25/2021 11:09:00 AM \$40.00  
Book - 11179 Pg - 9047-9048  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
HALLIDAY WATKINS & MANN PC  
BY: eCASH, DEPUTY - EF 2 P.

### **NOTICE OF DEFAULT AND ELECTION TO SELL**

NOTICE IS HEREBY GIVEN by the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee, that a default has occurred under a Trust Deed dated April 3, 2015, and executed by Claire Tukuafu, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Graystone Mortgage, LLC, its successors and assigns as Beneficiary, but NewRez LLC d/b/a Shellpoint Mortgage Servicing being the present Beneficiary, in which Founder's Title was named as Trustee. The Trust Deed was recorded in Salt Lake County, Utah, on April 7, 2015, as Entry No. 12025685, in Book 10312, at Page 6039-6055, of Official Records, all relating to and describing the real property situated in Salt Lake County, Utah, particularly described as follows:

Lot 904, Misty Hills No. 9, Plat B, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, State of Utah. TAX # 21-19-226-023

Purportedly known as 6377 South Fairwind Drive, Taylorsville, UT 84129 (the undersigned disclaims liability for any error in the address).

That the default which has occurred is the breach of obligations under the Trust Deed and Note which includes the failure of the Trustor and subsequent owners if any, to pay the monthly installments when due as set forth in the Note. Under the provisions of the Promissory Note and Trust Deed, the principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees. There is also due all of the expenses and fees of these foreclosure proceedings.

The Successor Trustee declares all sums secured thereby immediately due and payable and elects to sell the property described in the Trust Deed. The default is subject to reinstatement in accordance with Utah law. All reinstatements, assumptions or payoffs must be in lawful money of the United States of America, or certified funds. Personal Checks will not be accepted.

Notice is also given that despite any possible reduced payment arrangement agreed to by the Beneficiary and/or the Beneficiary's agent, hereafter, the Beneficiary, and/or Beneficiary's agent, does not necessarily intend to instruct the Successor Trustee to defer giving the notice of sale and completing foreclosure beyond the earliest time legally allowed, unless the Beneficiary specifically agrees otherwise in writing.

This is an attempt to foreclose a security instrument and any information obtained will be used for that purpose.

Dated this 25<sup>th</sup> day of May, 2021.

HALLIDAY, WATKINS & MANN, P.C.:

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

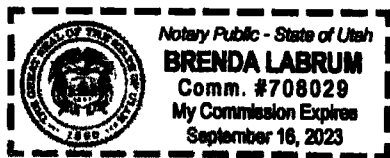
Name: \_\_\_\_\_

Armand J. Howell  
Attorney and authorized agent of the law firm of  
Halliday, Watkins & Mann, P.C., Successor Trustee  
376 East 400 South, Suite 300, Salt Lake City, UT 84111  
Telephone: 801-355-2886  
Office Hours: Mon.-Fri., 8AM-5PM (MST)  
File No. UT11134

STATE OF UTAH            )  
                                      ): ss.  
County of Salt Lake     )

The foregoing instrument was acknowledged before me this May 25,  
2021, by Armand J. Howell as an attorney and authorized agent of the law firm of Halliday,  
Watkins & Mann, P.C., the Successor Trustee.

Brenda Labrum  
Notary Public



AFTER RECORDING RETURN TO:  
Halliday, Watkins & Mann, P.C.  
376 East 400 South, Suite 300  
Salt Lake City, UT 84111  
File No. UT11106

13672866  
5/25/2021 11:09:00 AM \$40.00  
Book - 11179 Pg - 9053-9054  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
HALLIDAY WATKINS & MANN PC  
BY: eCASH, DEPUTY - EF 2 P.

### **NOTICE OF DEFAULT AND ELECTION TO SELL**

**NOTICE IS HEREBY GIVEN** by the law firm of **Halliday, Watkins & Mann, P.C., Successor Trustee**, that a default has occurred under a Trust Deed dated October 24, 2001, and executed by Michael W. Fritz, as Trustor, in favor of Fremont Investment & Loan as Beneficiary, but Citibank, N.A., not in its individual capacity, but solely as owner trustee of the New Residential Mortgage Loan Trust 2019-1 being the present Beneficiary, in which Equity Title was named as Trustee. The Trust Deed was recorded in Salt Lake County, Utah, on November 1, 2001, as Entry No. 8048338, in Book 8520, at Page 6314-6333, of Official Records, all relating to and describing the real property situated in Salt Lake County, Utah, particularly described as follows:

Lot 70, Copper City #1, Plat "A", according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office. **TAX # 20-14-204-031**

Purportedly known as 5512 South Copper City Drive, Salt Lake City, UT 84118 (the undersigned disclaims liability for any error in the address).

That the default which has occurred is the breach of obligations under the Trust Deed and Note which includes the failure of the Trustor and subsequent owners if any, to pay the monthly installments when due as set forth in the Note. Under the provisions of the Promissory Note and Trust Deed, the principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees. There is also due all of the expenses and fees of these foreclosure proceedings.

The Successor Trustee declares all sums secured thereby immediately due and payable and elects to sell the property described in the Trust Deed. The default is subject to reinstatement in accordance with Utah law. All reinstatements, assumptions or payoffs must be in lawful money of the United States of America, or certified funds. Personal Checks will not be accepted.

Notice is also given that despite any possible reduced payment arrangement agreed to by the Beneficiary and/or the Beneficiary's agent, hereafter, the Beneficiary, and/or Beneficiary's agent, does not necessarily intend to instruct the Successor Trustee to defer giving the notice of sale and completing foreclosure beyond the earliest time legally allowed, unless the Beneficiary specifically agrees otherwise in writing.

This is an attempt to foreclose a security instrument and any information obtained will be used for that purpose.

Dated this 25<sup>th</sup> day of May, 2021.

HALLIDAY, WATKINS & MANN, P.C.:

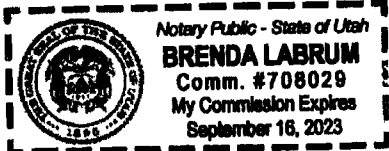
By: *Armand J. Howell*  
Name: Armand J. Howell

Attorney and authorized agent of the law firm of  
Halliday, Watkins & Mann, P.C., Successor Trustee  
376 East 400 South, Suite 300, Salt Lake City, UT 84111  
Telephone: 801-355-2886  
Office Hours: Mon.-Fri., 8AM-5PM (MST)  
File No. UT11106

STATE OF UTAH            )  
                                      : ss,  
County of Salt Lake        )

The foregoing instrument was acknowledged before me this May 25, 2021, by Armand J. Howell as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.

*Brenda Labrum*  
Notary Public



AFTER RECORDING RETURN TO:  
Halliday, Watkins & Mann, P.C.  
376 East 400 South, Suite 300  
Salt Lake City, UT 84111  
File No. UT11135

13673257  
5/25/2021 12:35:00 PM \$40.00  
Book - 11180 Pg - 703-704  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
HALLIDAY WATKINS & MANN PC  
BY: eCASH, DEPUTY - EF 2 P.

### **NOTICE OF DEFAULT AND ELECTION TO SELL**

**NOTICE IS HEREBY GIVEN** by the law firm of **Halliday, Watkins & Mann, P.C., Successor Trustee**, that a default has occurred under a Trust Deed dated October 21, 2015, and executed by Amber Lee Anderton, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Freedom Mortgage Corporation dba Freedom Home Mortgage Corporation, its successors and assigns as Beneficiary, but Freedom Mortgage Corporation being the present Beneficiary, in which First American Title Insurance Company was named as Trustee. The Trust Deed was recorded in Salt Lake County, Utah, on November 5, 2015, as Entry No. 12165410, in Book 10377, at Page 1183-1201, of Official Records, all relating to and describing the real property situated in Salt Lake County, Utah, particularly described as follows:

All of Lot 9, and the East one-half of Lot 10, Block 2, Harvard Place Addition, being a subdivision of Lots 14 and 15, Block 21, Five Acre Plat "A", Big Field Survey, situate in Salt Lake City and County, State of Utah, together with one-half vacated alley abutting on the North and East. **TAX # 16-07-327-020-0000**

Purportedly known as 269 East Herbert Ave, Salt Lake City, UT 84111 (the undersigned disclaims liability for any error in the address).

That the default which has occurred is the breach of obligations under the Trust Deed and Note which includes the failure of the Trustor and subsequent owners if any, to pay the monthly installments when due as set forth in the Note. Under the provisions of the Promissory Note and Trust Deed, the principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees. There is also due all of the expenses and fees of these foreclosure proceedings.

The Successor Trustee declares all sums secured thereby immediately due and payable and elects to sell the property described in the Trust Deed. The default is subject to reinstatement in accordance with Utah law. All reinstatements, assumptions or payoffs must be in lawful money of the United States of America, or certified funds. Personal Checks will not be accepted.

Notice is also given that despite any possible reduced payment arrangement agreed to by the Beneficiary and/or the Beneficiary's agent, hereafter, the Beneficiary, and/or Beneficiary's agent, does not necessarily intend to instruct the Successor Trustee to defer giving the notice of sale and completing foreclosure beyond the earliest time legally allowed, unless the Beneficiary specifically agrees otherwise in writing.

This is an attempt to foreclose a security instrument and any information obtained will be used for that purpose.

Dated this 25<sup>th</sup> day of May, 2021.

HALLIDAY, WATKINS & MANN, P.C.:

By:

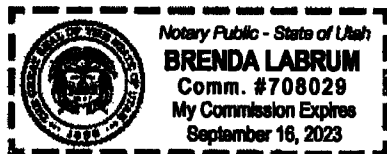
Name:

Armand J. Howell  
Attorney and authorized agent of the law firm of  
Halliday, Watkins & Mann, P.C., Successor Trustee  
376 East 400 South, Suite 300, Salt Lake City, UT 84111  
Telephone: 801-355-2886  
Office Hours: Mon.-Fri., 8AM-5PM (MST)  
File No. UT11135

STATE OF UTAH            )  
                                  ) ss.  
County of Salt Lake    )

The foregoing instrument was acknowledged before me this May 25, 2021, by Armand J. Howell as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.

Brenda Labrum  
Notary Public



13681350  
6/3/2021 2:07:00 PM \$40.00  
Book - 11185 Pg - 796  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MILLER HARRISON LLC  
BY: eCASH, DEPUTY - EF 1 P.

WHEN RECORDED, RETURN TO:  
MILLER HARRISON LLC  
5292 So. College Drive, Ste 304  
Murray, UT 84123  
(801) 692-0799

**NOTICE OF DEFAULT AND ELECTION TO SELL**

NOTICE IS HEREBY GIVEN THAT Villages at Stonegate Master Association, an association of unit owners (the "Association") on August 7, 2020, recorded in the offices of the Salt Lake County Recorder, as Entry No. 13354104, a Homeowners Association Notice of Lien upon those certain lands and premises owned by **Oumar M. Adigweye**, located at 3247 South Calkary Cir, West Valley, UT 84120, lying in Salt Lake County, Utah and further described as follows:

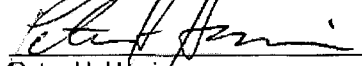
Legal Description: **LOT 80, VILLAGES AT STONE GATE SUMMER TRAIL PHASE.**  
Property Address: **3247 South Calkary Cir, West Valley, UT 84120**  
Parcel ID #: **14-25-404-026**

A breach of the Owner's obligations has occurred, as provided in the Declaration of Covenants, Conditions and Restrictions for Villages at Stonegate, as amended (the "Declaration"), which obligations are secured by the above-described property, and the Owner has defaulted and failed to make payment. The Association has elected, pursuant to the terms of the Declaration and other applicable law, to declare the Owner's entire amount of unpaid common area maintenance fees, interest, and late fees, attorney's fees, and costs of collection and foreclosure, in the present amount of \$3,488.77 as of the date of this notice, to be immediately due and payable. The association further hereby gives notice that the above-described real property shall be sold to satisfy the aforesated obligations, in addition to present and further accruing interest, reasonable attorney's fees, and other costs of collection and further accruing common area maintenance fees and penalties.

In accordance with Utah Code Ann. §57-1-26(3)(b), a copy of this notice is being sent to the owner(s) of the above property. This notice reflects a debt against the property and is not an attempt to collect a debt from the owner(s) to the extent he/she/the have discharged personal liability through bankruptcy proceedings.

IN WITNESS HEREOF, Peter H. Harrison, as attorney for the Association, has caused his name to be hereto affixed this June 3, 2021.

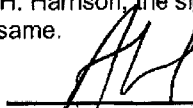
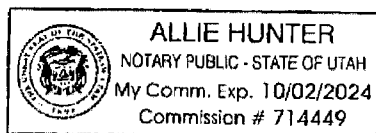
MILLER HARRISON LLC



Peter H. Harrison  
As authorized agent for Villages at Stonegate  
Master Association

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE    )

On June 3, 2021, personally appeared before me Peter H. Harrison, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public

This is an attempt to collect a debt and any information obtained will be used for that purpose.





WHEN RECORDED, RETURN TO:

VIAL FOTHERINGHAM, LLP  
310 East 4500 South Suite 102  
Murray, Utah 84107  
U5894-094

13684128  
6/7/2021 12:08:00 PM \$40.00  
Book - 11186 Pg - 5557  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
VIAL FOTHERINGHAM LLP  
BY: eCASH, DEPUTY - EF 1 P.

**NOTICE OF DEFAULT AND ELECTION TO SELL**

**WHEREAS**, Maria Rojas ("Owner") are the record owners of the following-described property located in a certain subdivision (the "Project") created by the amended and restated Amended Declaration of Protective Covenants, Conditions, and Restrictions of Greenbriar Homeowners' Association recorded as Entry No. 5594131 in the Salt Lake County Recorder's Office. (the "Declaration"). The property owned by Owner and encumbered by the Declaration is more particularly described as:

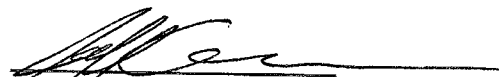
Name of reputed property owner: Maria Rojas  
Legal Description: Lot 88, Greenbriar Sub, P U D 5744-0650 6067-2639 7171-2499 7366-0284 8568-2472,2483  
Property Address: 2983 South Whisper Street  
West Valley City, Utah 84120  
Parcel No.: 14252550080000

**WHEREAS**, under the Declaration, Owner was obligated to pay all assessments imposed upon, assessed or charged to the above-described property with all unpaid assessments constituting a lien on the interest in the Project pursuant to the Declaration.

**WHEREAS**, Owner has breached his assessment obligation required by the Declaration reflected by the lien recorded on March 20, 2017 as Entry No. 12498636 by the association in the Salt Lake County Recorder's Office. All subsequently accruing interest, late fees, costs, trustee's fees, attorney's fees, and related costs of collection, as provided by the Declaration, shall continue to accrue and be secured by the lien created by the Declaration until paid in full.

**THEREFORE, NOTICE IS HEREBY GIVEN** that the undersigned Trustee has elected, pursuant to Utah Code Section 57-8a-302 to sell or cause to be sold the above-described property.

DATED: June 7, 2021

  
Jeffery J. Owens  
Vial Fotheringham, LLP  
310 East 4500 South, Suite 102  
Murray, Utah 84107  
801-355-9594

Certified Mail Article No.:  
7018 2290 0001 9231 5756

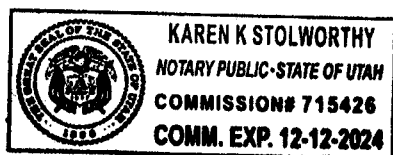
STATE OF UTAH )

:ss

SALT LAKE COUNTY )

Jeffery J. Owens personally appeared and acknowledged that he has knowledge of the facts set forth herein and believes that all statements made in the foregoing document are true and correct.

Subscribed and sworn to before me on this 7<sup>th</sup> day of June, 2021.



  
Notary Public for Utah

When Recorded, Mail to:  
Community Development Corp. of Utah  
501 East 1700 South  
Salt Lake City, Utah 84105

13684267  
6/7/2021 1:07:00 PM \$40.00  
Book - 11186 Pg - 6704-6705  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 2 P.

**OWN IN Salt Lake City**  
**REQUEST FOR NOTICE OF DEFAULT**

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that certain Trust Deed filed for record June 7, 2021, as entry No. 13684199, in Book 11186, at page 6022, Salt Lake County Recorder, in which

MERS is named as the Beneficiary,  
(Lending Financial Institution, holder of 1st mortgage)

First American Title is named as the Trustee, and  
(Name of Title Company)

Holly Huff, an Unmarried Woman is named as Trustor, regarding the following described property located in Salt Lake County, State of Utah

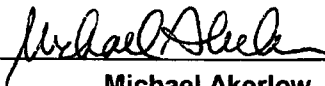
See Exhibit "A" Attached Hereto.

Tax ID # 16-06-131-029

Address: 234 East 100 South #D6, Salt Lake City, UT 84111

To be mailed to: Community Development Corp. of Utah  
501 East 1700 South  
Salt Lake City, Utah 84105


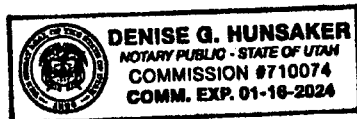
Dated this 1st day of June, 2021



Michael Akerlow, CEO  
COMMUNITY DEVELOPMENT CORPORATION OF UTAH

STATE OF UTAH                    }  
  :SS  
COUNTY OF SALT LAKE        }

On the 1st day of June, 2021, personally appeared before me Michael Akerlow, Signer of the foregoing instrument who duly acknowledged to me that he executed the same.

  
Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Unit No. D-6, contained within HOLLYWOOD CONDOMINIUMS, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, as Entry No. 6115672, in Book 95-7P, at Page 161, and as further defined and described in the Declaration of Covenants, Conditions and Restrictions and Bylaws of said Condominium Project, recorded in the office of the Salt Lake County Recorder on July 6, 1995, in Book 7182, at Page 1610, as Entry No. 6115673, (as said Map and Declaration may be amended and/or Supplemented).

Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit; and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration of Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

Parcel No.: 16-06-131-029

13684376  
6/7/2021 1:31:00 PM \$40.00  
Book - 11186 Pg - 7327  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
RICHARDS LAW PC  
BY: eCASH, DEPUTY - EF 1 P.

WHEN RECORDED, RETURN TO:

Richards Law, PC  
4141 S. Highland Dr., Ste 225  
Salt Lake City, UT 84124  
(801) 274-6800

**NOTICE OF DEFAULT AND ELECTION TO SELL**

WHEREAS, Jeffrey Griffen ("Owner") is the record owner of UNIT 47, SHADYBROOK CONDMN PH III 0.86% INT: 5486-1057 . 7332-0721 9461-5519 10065-3667 located in Salt Lake County, Utah (the "Property") as created by Fifth Amended Declaration of Condominium of the Shadybrook Condominium Project, as amended and supplemented, recorded as Entry No. 5198513 in the Salt Lake County Recorder's on February 13, 1992 (the "Declaration"). The property owned by Owner and encumbered by the Declaration at 807 E SHADY LAKE DR, Salt Lake City, UT 84106 is more particularly described as:

UNIT 47, SHADYBROOK CONDMN PH III 0.86% INT: 5486-1057 . 7332-0721 9461-5519  
10065-3667

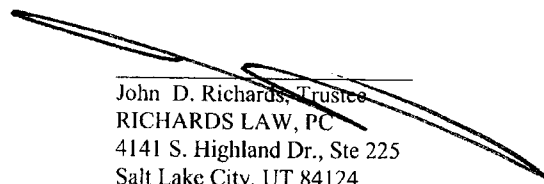
Parcel ID No. 16-29-382-009-0000

WHEREAS, one of Owner's obligations under the Declaration was to pay all assessments imposed upon, assessed or charged to UNIT 47, SHADYBROOK CONDMN PH III 0.86% INT: 5486-1057 . 7332-0721 9461-5519 10065-3667, with all unpaid assessments constituting a continuing lien on their interest in the Project pursuant to the Declaration.

WHEREAS, Owner has breached his assessment obligation required by the Declaration and reflected by the lien recorded on February 4, 2021 as Entry No.13556011, by the association in the Salt Lake County Recorder's Office. All subsequently accruing interest, late fees, costs, trustee's fees, attorney's fees and related costs of collection, as provided by the Declaration, shall continue to accrue and be secured by the lien created by the Declaration until paid in full.

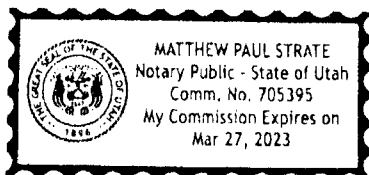
THEREFORE, NOTICE IS HEREBY GIVEN that the undersigned Trustee has elected, pursuant to Article III, Section 24(4) of the Declaration and Utah Code Section 57-8-45 to sell or cause to be sold UNIT 47, SHADYBROOK CONDMN PH III 0.86% INT: 5486-1057 . 7332-0721 9461-5519 10065-3667.

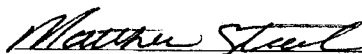
Dated: 6/7/21

  
John D. Richards, Trustee  
RICHARDS LAW, PC  
4141 S. Highland Dr., Ste 225  
Salt Lake City, UT 84124  
(801) 274-6800

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

SUBSCRIBED AND SWORN before me on this 7 day of June, 2021.



  
Matthew Paul Strate  
Notary Public  
Residing in the State of Utah

Matter #1427-006

1368579

VA Form 4-6342 (Home Loan)  
July 1968 Use Optional  
Servicemen's Readjustment  
Act (38 U. S. C. A. 694 (a)).  
Acceptable to RFO Mortgage  
Co.

Recorded APR 16 1954 at 419R m.  
Request of JOHNSON ANDERSON MORTGAGE CO.  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 6.10 By M. G. [Signature] Deputy  
Book 1080 Page 17 Ref.

UTAH

# MORTGAGE

THIS MORTGAGE made this 15th day of April nineteen hundred and fifty-four between

HOWARD L. RICHARDS, and DOROTHY J. RICHARDS, his wife

of Kearns, County of Salt Lake, and State of Utah,  
Mortgagor, and

JOHNSON-ANDERSON MORTGAGE CO.

a corporation organized and existing under the laws of Colorado, Mortgagee.

WITNESSETH: THAT WHEREAS, the Mortgagor is indebted to the Mortgagee in the principal sum of NINE THOUSAND AND NO/100-----Dollars (\$ 9,000.00 ), as evidenced by a promissory note, bearing even date herewith, for the payment of said principal sum, with interest thereon at the rate of four and one-half per centum (4 1/2 %) per annum until paid; both principal sum and the interest thereon being payable in monthly installments at the times and in the amounts as set forth in said promissory note, reference to which is here made, at the office of the Mortgagee in

Salt Lake City, Utah

or at such other place as the holder may designate in writing delivered or mailed to the Mortgagor, the final installment, if not sooner paid, to be due and payable on the first day of March, 19 54.

Now THEREFORE, for the purpose of securing prompt payment of said note, the Mortgagor, for valuable consideration, receipt of which is hereby acknowledged, does hereby mortgage, convey, assign, and warrant unto the Mortgagee, the following-described property, situated in Kearns, County of Salt Lake, and State of Utah:

Lot 165, Block 12, HOFFMAN HEIGHTS #3, a subdivision part of Section 7, Township 2 South, Range 1 West, Salt Lake Meridian Situate in Salt Lake County, State of Utah

together with all water rights, rights of way, easements, tenements, hereditaments and appurtenances thereunto belonging, or in anywise now or hereafter appertaining and all rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described; and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby; the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments, before the same become delinquent.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, taxes, assessments, fire and other hazard insurance premiums;
  - (ii) interest on the indebtedness secured hereby; and
  - (iii) amortization of the principal of said indebtedness.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to the credit of Mortgagor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. Mortgagor is lawfully seized of said premises in fee simple (or such other estate as is stated herein), and has good and lawful right to mortgage, sell, and convey the same, and will warrant and defend the same against all lawful claims and demands whatsoever. This mortgage is a first lien on said property.

6. He will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, levied upon said premises except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and he will promptly deliver the official receipts therefor to the Mortgagee.

7. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure to so maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

8. Mortgagor will continuously maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by the Mortgagee, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. Mortgagee may perform any defaulted covenant or agreement of Mortgagor to such extent as Mortgagee shall determine, and any moneys advanced by Mortgagee for such purposes shall bear interest at the rate provided for in the principal indebtedness, shall thereupon become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured thereby, and shall be payable thirty (30) days after demand.

10. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization or improvement made at the Mortgagor's request; or for maintenance of said premises or taxes or assessments against the same and for any other purpose elsewhere authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

11. Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the Mortgagee may declare the entire indebtedness due and foreclose this mortgage, and may enter upon the property, collect all rents, income, and profits thereof.

12. If suit is brought to enforce the collection of the debt secured hereby, the court may appoint a receiver of the mortgaged premises pending foreclosure and redemption.

13. Mortgagor will pay all costs, and expenses, including reasonable attorney's fees, reasonably incurred by the Mortgagee, because of the failure on the part of the Mortgagor to perform his obligation under said promissory note and this mortgage, or either.

14. If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the hands and seals of the Mortgagors the day and year first above written.

Signed in the presence of—

*Howard J. Richards*  
*Dorothy J. Richards*



STATE OF UTAH,  
COUNTY OF Salt Lake

On the 15th day of April, A. D. 1954, personally appeared before me HOWARD L. RICHARDS, and DOROTHY J. RICHARDS, husband and wife, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

*H. P. [Signature]*  
Notary Public, residing at  
*Salt Lake City, Utah*

My commission expires February 3, 1958

STATE OF UTAH

Mortgage

TO

Dated \_\_\_\_\_, 19 \_\_\_\_\_

Recorded at the request of—

\_\_\_\_\_, A. D. 19 \_\_\_\_\_

at \_\_\_\_\_, in Book \_\_\_\_\_ of Mortgages,  
page \_\_\_\_\_, records of  
County, Utah.

Recorder.

Deputy.

U. S. GOVERNMENT PRINTING OFFICE

Platted \_\_\_\_\_  
Indexed \_\_\_\_\_  
Photo \_\_\_\_\_  
Abstract \_\_\_\_\_  
Notary \_\_\_\_\_



WHEN RECORDED MAIL TO:  
**David G. Turcotte, Esq.**  
**Successor Trustee**  
299 South Main Street,  
Suite 1300  
Salt Lake City, Utah 84111

13685888  
06/09/2021 04:12 PM \$40.00  
Book - 11187 Pg - 6337-6338  
**RASHELLE HOBBS**  
RECORDER, SALT LAKE COUNTY, UTAH  
DAVID G TURCTOE  
299 S MAIN ST #1300  
SLC UT 84111  
BY: ARA, DEPUTY - WI 2 P.

**NOTICE OF DEFAULT**

**NOTICE IS HEREBY GIVEN**, that a default has occurred under that certain Trust Deed with Assignment of Rents, dated September 21, 2001, executed by **THE AUGUSTA NATIONAL TRUST #1, GINGER MONSON, Trustee of the Trust, as TRUSTOR**, whose address is 1873 East New River Drive, Draper, Utah 84020, in which **SCOTT W. KING ESQ.**, was named the **TRUSTEE**, and agent for **E H & P INVESTMENTS AG**, of Burglistrasse 6 Postlach 8027, Zurich Switzerland, as **BENEFICIARY**, which was duly recorded on September 25, 2001, as Entry No. 8010697, in Book No. 8503, Page No. 2518 - 2522, in the Official Records of Salt Lake County, State of Utah. Said property is described as follows:

ALL OF LOT 203, DEER HOLLOW SUBDIVISION PHASE II, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, State of Utah.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, **SUBJECT HOWEVER**, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

(Tax Serial No. 28-33-255-003)

The real property or its address is commonly known as 1873 East New River Dr., Draper, Utah 84020.

The obligation secured by the Deed of Trust includes a promissory note dated September 21, 2001, executed by Ginger Monson, Trustee for the Augusta National Trust ("Borrower") in the original principal amount of Two Hundred and Twenty- Five Thousand Dollars \$261,075.00 ("Note") which assessed interest on this principal loan amount of ten percent (10%) per annum.

Notice is also hereby given that a breach of the obligation for which the trust property was conveyed as security has occurred, in that the Note and Deed of Trust are in default as a result of the Borrowers' failure to make any payments, interest or principal, since the execution of the Note.

Included with this Notice of Default, is this Demand for payment of all interest and principal in full under the terms and conditions of the Note. In order to cure the default, satisfy the demand for payment of all sums due and owing under the Note, Borrower must pay the past due balance, as of June 9, 2021, in the approximate amount of \$783,225.00, together with any and all



