

Ent: 463693 B: 1554 P: 1834
Chad Montgomery Box Elder County Utah Recorder
05/19/2023 12:18 PM Fee \$40.00 Page 1 of 2
For HALLIDAY, WATKINS & MANN, P.C.
Electronically Recorded By: SMPLOYEE LLC E-RECORDING

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
375 East 400 South, Suite 300
Salt Lake City, UT 84111
File No. UT22341

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 May 16, 2016, and executed by Nancy J. Bennett and Brian F. Leavitt aka Brian Joseph Leavitt, as Trustors, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Castle & Cooke Mortgage, LLC, its successors and assigns as Beneficiary, but Castle & Cooke Mortgage, LLC being the present Beneficiary, in which Eagle Gate Title was named as Trustee. The Trust Deed was recorded in Box Elder County, Utah, on May 17, 2016, as Entry No. 357786, in Book 1278, at Page 0987, of Official Records, all relating to and describing the real property situated in Box Elder County, Utah, particularly described as follows:

Part of the Northwest Quarter of Section 22, Township 9 North, Range 1, West, Salt Lake Base and Meridian, also being a part of Block 11, Plat "A", Mannus Survey: Beginning at a point located South 6°06' West 53.41 feet and South and South 89°00' West 231.01 feet from the Northeast corner of Lot 21, Block 11, Plat "A", Mannus Survey; thence South 89°00' West 112.00 feet; thence South 2°39' West 177.67 feet; thence South 88°06'26" East 111.79 feet; thence North 2°39' East 183.32 feet to the point of beginning. ~~TAX # 03-050-0050~~

Portionately known as 45 West 500 North, Mannus, UT 84324 (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 Trustors 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 19th day of May, 2023.

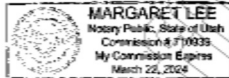
HALLIDAY, WATKINS & MANN, P.C.

By: [Signature]
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 500, Salt Lake City, UT 84111
Telephone: 801-359-2886
Office Hours: Mon.-Fri., 8AM-5PM (MST)
File No. UT22341

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

The foregoing instrument was acknowledged before me this May 19, 2023, by Armand J. Howell as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.

[Signature]
Notary Public



Unofficial Copy