

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
File No. UT11953

14264571 B: 11504 P: 7924 Total Pages: 2
07/15/2024 04:42 PM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HALLIDAY, WATKINS & MANN, P.C.
376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111

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 13, 2020, and executed by Allison R. Beesley, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Citywide Home Loans, LLC its successors and assigns as Beneficiary, but U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V being the present Beneficiary, in which Vanguard Title Insurance Agency, LLC was named as Trustee. The Trust Deed was recorded in Salt Lake County, Utah, on October 13, 2020, as Entry No. 13424909, in Book 11037, at Page 5651-5668, of Official Records, all relating to and describing the real property situated in Salt Lake County, Utah, particularly described as follows:

Lot 125, Daybreak Village 5 Multi Family #4, Amending Lots T3 & V3 of the Kennecott Master Subdivision #1 Amended, South Jordan, Utah, as the same is identified in the recorded survey map in Salt Lake County, Utah, as Entry No. 12970391, Book 2019P, Page 130 (as said survey map may have heretofore been amended or supplemented) and in the Covenant For Community recorded as Entry No. 8989517, Book 8950, Page 7722 (as said declaration may have heretofore been amended or supplemented). Together with the appurtenant interest in said projects common areas as established in the aforementioned declaration. **TAX # 26-13-344-013**

Purportedly known as 10782 South Porcini Drive, South Jordan, UT 84009 (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.

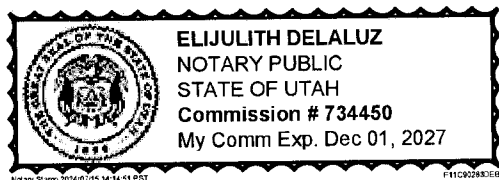
Dated: 07/15/2024

HALLIDAY, WATKINS & MANN, P.C.:

By: Jessica Oliveri
Signed on 2024/07/15 14:14:51 -0500
Name: Jessica Oliveri
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. UT11953

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

The foregoing instrument was acknowledged before me on 07/15/2024,
by Jessica Oliveri as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the
Successor Trustee.



[Signature]
Signed on 2024/07/15 14:14:51 -0500

Notary Public

Notarial act performed by audio-visual communication

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
File No. UT21779

14265006 B: 11505 P: 473 Total Pages: 2
07/16/2024 03:09 PM By: vanguyen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HALLIDAY, WATKINS & MANN, P.C.
376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111

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 August 1, 2014, and executed by Amy Elizabeth Coleman, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary as nominee for Stearns Lending, LLC, its successors and assigns as Beneficiary, but Freedom Mortgage Corporation being the present Beneficiary, in which Magellan Title was named as Trustee. The Trust Deed was recorded in Salt Lake County, Utah, on August 6, 2014, as Entry No. 11893124, in Book 10250, at Page 9336-9349, of Official Records, all relating to and describing the real property situated in Salt Lake County, Utah, particularly described as follows:

The South 2 feet of Lot 11 and all of Lots 12 and 13, Block 4, ALTA PLACE, a Subdivision of Part of Lot 7 and Lots 8 and 9, Block 3, Five Acre Plat "A", Big Field Survey. **TAX # 16-18-427-019**

Purportedly known as 1812 South Park Street, Salt Lake City, UT 84105 (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: 07/16/2024

HALLIDAY, WATKINS & MANN, P.C.:

By: Jessica Oliveri
Signed on 2024/07/16 13:31:57 -000

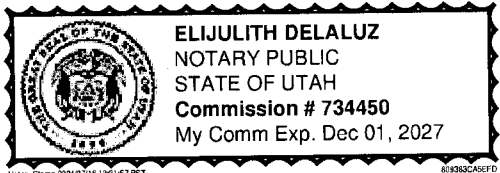
Name: Jessica Oliveri
Attorney and authorized agent of the law firm of
Halliday, Watkins & Mann, P.C., Successor Trustee
376 East 400 South, Suite 300, Salt Lake City, UT 84111
Telephone: 801-355-2886
Office Hours: Mon.-Fri., 8AM-5PM (MST)
File No. UT21779

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

The foregoing instrument was acknowledged before me on 07/16/2024
by Jessica Oliveri as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the
Successor Trustee.

[Signature]
Signed on 2024/07/16 13:31:57 -000

Notary Public



Notarial act performed by audio-visual communication

14265089 B: 11505 P: 1135 Total Pages: 2
07/16/2024 04:24 PM By: vanguyen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BENNETT TUELLER JOHNSON AND DEERE
3165 E. MILLROCK DR. SUITE 500 SALT LAKE CITY, UT 84121

WHEN RECORDED, MAIL TO:
Barry N. Johnson
BENNETT TUELLER JOHNSON & DEERE, P.C.
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121
(801) 438-2000

Tax Parcel No. 34-05-201-022

NOTICE OF DEFAULT AND ELECTION TO SELL

BARRY N. JOHNSON, Successor Trustee under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated July 29, 2016 from 1100 EAST PROPERTY, LLC, a Utah limited liability company, as Trustor, in favor of AMF HOLDINGS, LLC, a Utah limited liability company, as Beneficiary (the "*Trust Deed*") hereby files this Notice of Default and Election to Sell. The Trust Deed was filed for recording on August 2, 2016 as Entry 12333708 in the Official Records of Salt Lake County, State of Utah. The real property encumbered by the Trust Deed is situated in Salt Lake County, Utah, and more particularly described as:

BEGINNING AT A POINT WHICH IS EAST 825.00 FEET AND SOUTH 177.14 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 172.44 FEET; THENCE WEST 277.77 FEET; THENCE NORTH 1°16'55" EAST 172.48 FEET; THENCE EAST 273.91 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION LYING WITHIN 1095 EAST STREET.

The Trust Deed secures obligations to Beneficiary including that certain Secured Promissory Note (the "*Note*") in the original principal amount of \$550,000.00. A default of the obligations under the Note has occurred, in that payments required by the Note have not been paid, plus all amounts which hereafter become due and payable, including any additional payments, interest, late fees, hazard insurance, property taxes, trustee's and attorney's fees, and expenses that were actually incurred and Trustor committed or permitted a violation of law upon the property in violation of the Trust Deed (the "*Obligations*").

By reason of such default, the Trustee does hereby declare all sums secured by the Trust Deed immediately due and payable and elects to cause the Property to be sold, pursuant to the Trust Deed and the laws of the State of Utah, to satisfy the Obligations.

DATED this 16th day of July, 2024.

TRUSTEE



Barry N. Johnson
Bennett Tueller Johnson & Deere
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121
Telephone: (801) 438-2000
Office Hours Mon-Fri 8 AM – 5 PM

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of July, 2024, by Barry N. Johnson.



NOTARY PUBLIC

TS No.: 2024-00028-UT-REV

Recording Requested By:
Premium Title Insurance Agency - UT, Inc.

14265414 B: 11505 P: 2742 Total Pages: 4
07/17/2024 01:09 PM By: srigby Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: PREMIUM TITLE TSG
7730 MARKET CENTER AVE STE 100EL PASO, TX 799128424

When Recorded Mail To:
Premium Title Insurance Agency - UT, Inc.
2150 South 1300 East, Suite 500,
Salt Lake City, UT 84106

TS No: 2024-00028-UT-REV

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account into good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally three months after the date of recording of this Notice of Default and Election to Sell as to your property. No sale date may be set until approximately three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice).

This amount is \$134,992.12 (total unpaid balance) as of July 11, 2024, plus foreclosure fees & costs (if any have been incurred). While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or the undersigned trustee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Longbridge Financial, LLC, Beneficiary c/o PREMIUM TITLE INSURANCE AGENCY - UT, INC. DBA PREMIUM TITLE, 2150 South 1300 East, Suite 500, Salt Lake City, UT 84106, (844) 960-8299 between the hours of 8:00 AM to 5:00 PM Mountain Time on Monday through Friday.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION

NOTICE IS HEREBY GIVEN: That PREMIUM TITLE INSURANCE AGENCY - UT, INC. DBA PREMIUM TITLE is either the original trustee, the duly appointed substitute trustee, under a Deed of Trust dated 10/04/2023, executed by: ROBERT T. BIRD JR., as Trustor(s) to secure certain obligations in favor of US Mortgage Corporation as Lender, Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Lender and Lender's successors and assigns as Beneficiary, recorded on 10/13/2023, as Instrument No. 14163036, Book 11450, Page 4619 of Official Records in the Office of the Recorder of Salt Lake COUNTY, UTAH describing land therein as:

AS MORE FULLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HERE OF said obligations including ONE NOTE FOR THE ORIGINAL sum of \$645,000.00

A breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of the following:

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER
DEED OF TRUST**

The unpaid principal balance of \$118,015.73 plus accrued interest, plus any advances made by the beneficiary became all due and payable pursuant to Paragraph 10(a)(i) in the deed of trust on 11/19/2023. As a result, you are also in default for attorneys' fees and other expenses and costs of collection; and other amounts collectable under the Note and Deed of Trust; and trustee and foreclosure fees and expenses.

That by reason thereof, the present beneficiary under such deed of trust, or its servicing agent, has delivered to said duly appointed Trustee, a written request to commence foreclosure, and has deposited with said duly appointed Trustee, a copy of the deed of trust and other documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby as provided in Title 57, Chapter 1, of the Utah Code.

Dated: July 16, 2024

**PREMIUM TITLE INSURANCE AGENCY - UT,
INC. DBA PREMIUM TITLE**

By: 
(signature)

Title: Escrow Supervisor

STATE OF UTAH
COUNTY OF SALT LAKE

On July 16, 2024, before me, the undersigned, a Notary Public in and for the said State, duly commissioned and sworn, personally appeared Kevin S. Parke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


NOTARY PUBLIC

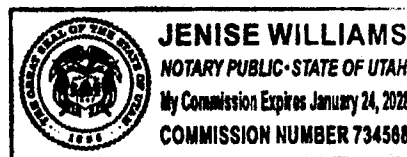


Exhibit A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

LOT 3, WESTGATE NO. 2 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

APN Number: 15-31-403-016-0000

WHEN RECORDED, RETURN TO:
Lincoln Title Insurance Agency
C/O Smith Knowles, PLLC
2225 Washington Boulevard, Suite 200
Ogden, Utah 84401
Telephone: (801) 476-0303
File No. UTAH04-6590

14265857 B: 11505 P: 5328 Total Pages: 1
07/18/2024 11:36 AM By: vanguyen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SMITH KNOWLES PC
2225 WASHINGTON BLVD., STE. 200GDEN, UT 84401

NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN that LINCOLN TITLE INSURANCE AGENCY, a title insurance company authorized and actually doing business in the State of Utah, whose business address is 5151 S 400 E, #101, Washington Terrace, UT 84405, is the duly appointed Successor Trustee under a certain DEED OF TRUST ("Trust Deed") dated MAY 12, 2020, and executed by JANVIER MUTIGANDA AND ALICE UWASE, JOINT TENANTS, as Trustor(s), to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR VERITAS FUNDING LLC, its successors and assigns, as Beneficiary, and VANGUARD TITLE INSURANCE AGENCY, as Trustee, which Trust Deed was recorded on MAY 13, 2020, as Entry No. 13269256, in Book 10943, at Page 3732, in the Official Records of SALT LAKE County, State of Utah, describing land therein situated in SALT LAKE County, Utah, and more particularly as follows:

UNIT SRS-41-199, SHADOW RUN II SUBDIVISION, PHASE 3, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SALT LAKE COUNTY, UTAH AS ENTRY NO. 12492206 IN BOOK 2017P AT PAGE 45, OF OFFICIAL RECORDS.

33-07-251-147-0000

A breach of the obligation in the form of a Trust Deed Note ("Note") for which the trust property was conveyed as security has occurred, in that payments required by the Note have not been paid, plus all amounts which hereafter become due and payable, including any additional payments, interest, late fees, trustees, and attorney's fees, and expenses actually incurred.

Pursuant to the directions of the current Beneficiary of the Trust Deed, LINCOLN TITLE INSURANCE AGENCY, as the Successor Trustee, hereby elects to sell the property or cause the property to be sold, pursuant to the provisions of the Trust Deed and the laws of the State of Utah, to satisfy the obligations thereunder.

DATED: July 18, 2024

LINCOLN TITLE INSURANCE AGENCY

By:

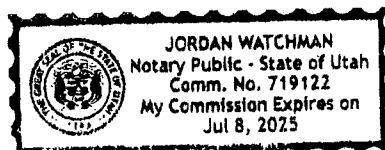


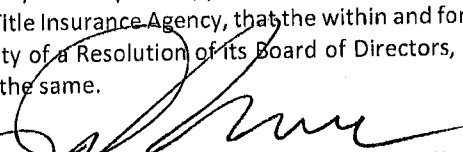
Kenyon D. Dove
Its: Authorized Agent

STATE OF UTAH

COUNTY OF WEBER

On July 18, 2024, before me, the undersigned, a Notary Public, personally appeared, Kenyon D. Dove, who did say that they are an Authorized Agent of Lincoln Title Insurance Agency, that the within and foregoing instrument was signed on behalf of said corporation by authority of a Resolution of its Board of Directors, and that they duly acknowledged to me that the corporation executed the same.




NOTARY PUBLIC

WHEN RECORDED RETURN TO:

BURT R. WILLIE
SMITH KNOWLES, PLLC
2225 Washington Boulevard, Suite 200
Ogden, UT 84401
Email: bwillie@smithknowles.com
Telephone: (801) 476-0303
Certified Mail No: 9214 8901 9403 8353 3011 08; 9214 8901 9403 8353 3011 15

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE OF DEFAULT is hereby given by Burt R. Willie, Trustee, on behalf of *Hidden Oaks Homeowners Association of Sandy, Inc.* ("Association"), that pursuant to *Utah Code Ann. § 57-8-45* and/or *§ 57-8a-302*, the Association is foreclosing its claim of lien for unpaid homeowner assessments, fees, costs, interest and/or other charges arising from the Owner and Trustor Cindy Andersen's ("Owner") ownership in the real property owned by Owner and encumbered by that certain *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Oaks affecting the real property of Hidden Oaks, A Planned Unit Development, a Planned Unit Development*, Sandy City, Salt Lake County, State of Utah, as amended and supplemented, recorded October 14, 1998, as Entry No. 7118761, of record in the Salt Lake County Recorder's Office ("Declaration").

The property owned by Owner and encumbered by the Declaration is more particularly described as:

Lot 91G, HIDDEN OAKS PHASE 3, P.U.D., according to the official plat thereof on file and of record In the County Recorder's Office.

Tax ID No. 28-22-352-004-0000

Also known as: 2023 E. Village Oak Lane, Sandy, Utah 84092 ("Property")

Record or Reputed Owner: Cindy Andersen

The Trustor and Owner is subject to the provisions of the *Utah Condominium Act* or the *Community Association Act* ("Act") by virtue of the Owner accepting title to this lot on March 27, 2006, recorded as Entry No. 9673745, of record in the Salt Lake County Recorder's Office.

Owner has breached *her* assessment obligation required by the Declaration and reflected by the lien recorded on April 11, 2024, as Entry No. 14227279, 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. As required by *Utah Code Ann. § 57-8-46* or *§ 57-8a-303*, the Trustee gave Owner a Notice of Nonjudicial Foreclosure and Right to Demand Judicial Foreclosure at least 30 days prior to recording this Notice of Default. Owner did not request a judicial foreclosure.

By reason of the failure of the Owner to pay the Association's assessment, and pursuant to the provisions of *Utah Code Ann. § 57-1-1, et. seq.*, and *§ 57-8-1, et. seq.*, and/or *§ 57-8a-101, et. seq.*, the Association hereby elects, through the Trustee, to cause the interest of the record Owner to be sold in accordance with the provisions of the law applicable to the exercise of powers and deeds of trust in order to satisfy the Association's lien for unpaid association assessments.

THEREFORE, NOTICE IS HEREBY GIVEN that the undersigned Trustee has elected, pursuant to the Declaration and *Utah Code Ann. § 57-8-45* or *§ 57-8a-302*, to sell the unit through nonjudicial foreclosure.

DATED this 18th day of July, 2024.

SMITH|KNOWLES, PLLC

By:

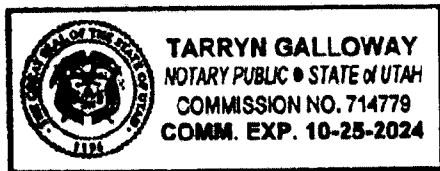
BURT R. WILLIE

Attorney and Authorized Agent for Association

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

BURT R. WILLIE, being first duly sworn, appeared and acknowledged that he is the attorney for the Association, is authorized by the Association to execute the foregoing, and that the same is true and correct of his own knowledge and belief.

DATED this 18th day of July, 2024.



NOTARY PUBLIC

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION RECEIVED WILL BE USED FOR THAT PURPOSE.**

14266180 B: 11505 P: 7257 Total Pages: 2
07/19/2024 08:14 AM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SMITH KNOWLES PC
2225 WASHINGTON BLVD., STE. 200GDEN, UT 84401

WHEN RECORDED RETURN TO:

BURT R. WILLIE
SMITH KNOWLES, PLLC
2225 Washington Boulevard, Suite 200
Ogden, UT 84401
Email: bwillie@smithknowles.com
Telephone: (801) 476-0303
Certified Mail No: 9214 8901 9403 8370 3809 71; 9214 8901 9403 8370 3809 95; 9214 8901 9403 8370 3810 08;
9214 8901 9403 8370 3810 22

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE OF DEFAULT is hereby given by Burt R. Willie, Trustee, on behalf of *Hidden Oaks Homeowners Association of Sandy, Inc.* ("Association"), that pursuant to *Utah Code Ann. § 57-8-45* and/or *§ 57-8a-302*, the Association is foreclosing its claim of lien for unpaid homeowner assessments, fees, costs, interest and/or other charges arising from the Owner and Trustor Brandon D. Begay's ("Owner") ownership in the real property owned by Owner and encumbered by that certain *Declaration of Condominium and Covenants, Conditions and Restrictions of and for Allen Cove Condominiums* affecting the real property of *Allen Cove Condominiums, a Planned Unit Development*, Midvale City, Salt Lake County, State of Utah, as amended and supplemented, recorded March 12, 2003, as Entry No. 8563665, of record in the Salt Lake County Recorder's Office ("Declaration").

The property owned by Owner and encumbered by the Declaration is more particularly described as:

Unit 205, Allen Cove Condominiums, together with all improvements located thereon, as said unit is identified in the plat of said development recorded in the Recorder's Office of Salt Lake County, State of Utah, and in the Declaration of Condominium of Allen Cove Condominiums, also recorded in the Recorder's Office of Salt Lake County, State of Utah, as Entry No. 8563665, together with a right and easement of use and enjoyment in and to the common areas as described, as provided for, in said Declaration of Condominium.

Tax ID No. 21-36-105-012-0000

Also known as: 631 W. Allen Cove, Midvale, Utah 84047 ("Property")

Record or Reputed Owner: Brandon D. Begay

The Trustor and Owner is subject to the provisions of the *Utah Condominium Act* or the *Community Association Act* ("Act") by virtue of the Owner accepting title to this unit on June 8, 2009, recorded as Entry No. 10723762, of record in the Salt Lake County Recorder.

Owner has breached *his* assessment obligation required by the Declaration and reflected by the lien recorded by the Association on March 21, 2024, as Entry No. 14218998, of record 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. As required by *Utah Code Ann. § 57-8-46* or *§ 57-8a-303*, the Trustee gave Owner a Notice of Nonjudicial Foreclosure and Right to Demand Judicial Foreclosure at least 30 days prior to recording this Notice of Default. Owner did not request a judicial foreclosure.

By reason of the failure of the Owner to pay the Association's assessment, and pursuant to the provisions of *Utah Code Ann. § 57-1-1, et. seq.*, and *§ 57-8-1, et. seq.*, and/or *§ 57-8a-101, et. seq.*, the Association hereby elects, through the Trustee, to cause the interest of the record Owner to be sold in accordance with the provisions of the law applicable to the exercise of powers and deeds of trust in order to satisfy the Association's lien for unpaid association assessments.

THEREFORE, NOTICE IS HEREBY GIVEN that the undersigned Trustee has elected, pursuant to the Declaration and *Utah Code Ann. § 57-8-45* or *§ 57-8a-302*, to sell the unit through nonjudicial foreclosure.

DATED this 19th day of July, 2024.

SMITH|KNOWLES, PLLC

By:



BURT R. WILLIE

Attorney and Authorized Agent for Association

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

BURT R. WILLIE, being first duly sworn, appeared and acknowledged that he is the attorney for the Association, is authorized by the Association to execute the foregoing, and that the same is true and correct of his own knowledge and belief.

DATED this 19th day of July, 2024.



NOTARY PUBLIC

THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION RECEIVED WILL BE USED FOR THAT PURPOSE.

14266486 B: 11505 P: 8901 Total Pages: 2
07/19/2024 01:28 PM By: BGORDON Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SERVICELINK TITLE AGENCY INC.
3220 EL CAMINO REALIRVINE, CA 92602

WHEN RECORDED RETURN TO:

ORANGE TITLE INSURANCE AGENCY, INC.
374 East 720 South
Orem, Utah 84058
Phone: (800) 500-8757

NOTICE OF DEFAULT

T.S. NO.: 125829-UT

APN: 14-32-253-075-0000

NOTICE IS HEREBY GIVEN THAT ROGELIO SANCHEZ-GUTIERREZ AND JESUS MONSIVAIZ-GARCIA, AS JOINT TENANTS as Trustor, US TITLE INSURANCE AGENCY, LLC as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR VELOCITY HOME LOANS, DIV. OF CANOPY MORTGAGE, LLC, ITS SUCCESSORS AND ASSIGNS as Beneficiary, under the Deed of Trust dated 10/12/2021 and recorded on 10/13/2021, as Instrument No. 13797808 in Book 11253 Page 4761-4779, in the official records of Salt Lake County, Utah, covering the following described real property situated in said County and State, to-wit:

LOT 27, COUNTRY CREEK ESTATES NO. 5, PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE RECORDS OF SALT LAKE COUNTY, STATE OF UTAH.

The obligation included a Note for the principal sum of \$256,500.00.

A breach or a default in the obligation for which said Deed of Trust is security has occurred as follows: Installment of Principal and Interest plus impounds and/or advances which became due on 3/1/2024 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

By reason of such default, Nationstar Mortgage LLC, the current Beneficiary has executed and delivered to the Trustee a written declaration of default and a demand for sale, has deposited with the Trustee the deed and all documents evidencing the obligation secured thereby is immediately due and payable, and has elected and does elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE OF DEFAULT

T.S. NO. 125829-UT

TRUSTEE CONTACT INFORMATION:
ORANGE TITLE INSURANCE AGENCY, INC.
374 East 720 South
Orem, Utah 84058
Phone: (800) 500-8757
Fax: (801) 285-0964
Hours: Monday-Friday 9a.m.-5p.m.

DATED: JUL 17 2024

ORANGE TITLE INSURANCE AGENCY, INC.

Hamsa Uchi
Hamsa Uchi, Authorized Agent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California** } ss.
County of **San Diego** }

On JUL 17 2024 before me, Jennifer De La Merced, Notary Public, personally appeared HAMSA UCHI who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of said State that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. De La Merced (Seal)



AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
File No. UT23326

14266587 B: 11505 P: 9556 Total Pages: 3
07/19/2024 02:43 PM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HALLIDAY, WATKINS & MANN, P.C.
376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111

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 21, 2007, and executed by Rachel J. Vashisth and Robert M. Vashisth, as Trustors, in favor of Wells Fargo Financial Utah, Inc. as Beneficiary, but WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST being the present Beneficiary, in which Executive Title Insurance Agency, Inc. was named as Trustee. The Trust Deed was recorded in Salt Lake County, Utah, on May 25, 2007, as Entry No. 10113387, in Book 9469, at Page 6606-6619, and corrected pursuant to the Affidavit recorded on September 19, 2014, as Entry No. 11916213 in Book 10261, at Page 4578-4594, of Official Records, all relating to and describing the real property situated in Salt Lake County, Utah, particularly described as follows:

SEE ATTACHED EXHIBIT "A"
TAX # 16-33-430-023

Purportedly known as 3786 South 2000 East, Salt Lake City, UT 84109 (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: 07/19/2024

HALLIDAY, WATKINS & MANN, P.C.:

By: Jessica Oliveri

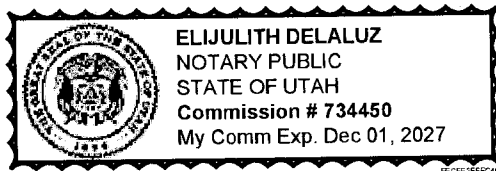
Name: Jessica Oliveri
Attorney and authorized agent of the law firm of
Halliday, Watkins & Mann, P.C., Successor Trustee
376 East 400 South, Suite 300, Salt Lake City, UT 84111
Telephone: 801-355-2886
Office Hours: Mon.-Fri., 8AM-5PM (MST)
File No. UT23326

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

The foregoing instrument was acknowledged before me on 07/19/2024
by Jessica Oliveri as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the
Successor Trustee.

[Signature]

Notary Public



Notarial act performed by audio-visual communication

EXHIBIT "A"

Beginning on the West line of 2000 East Street at a point South 0°05'30" West 188.14 feet and North 89°43'31" West 24.75 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°50'30" West 16.00 feet; thence North 89°43'31" West 154.00 feet; thence North 0°50'30" East 16.00 feet; thence South 89°43'31" East 154.00 feet to the point of beginning. (As disclosed by that certain Warranty Deed dated April 13, 1977 and recorded May 10, 1977 as Entry No. 2942505 in Book 4487 at Page 161 of Official records.)

Also together with a portion of Lot 2, HALES COURT SUBDIVISION for ingress and egress for said property, and being more particularly described as follows:

Beginning at a point North 89°43'31" West 139.19 feet from the Northeast corner of Lot 1, Hales Court Subdivision, and running thence around a 15.00 foot radius curve to the left through a central angle of 90°, an arc distance of 23.56 feet and a chord bearing of South 45°16'29" West a distance of 21.21 feet; thence North 89°43'31" West a distance of 16.00 feet; thence around a 31.00 foot radius curve to the right through a central angle of 61°22'31" and arc distance of 33.21 feet and a chord bearing North 30°57'44" East a distance of 31.64 feet; thence South 0°05'30" East a distance of 12.21 feet; thence South 89°43'31" East a distance of 14.81 feet to the point of beginning.

Reformed by the Order entered in Civil No. 1409008196 Recorded June 5, 2015 as Instrument No. 12065374 in the Salt Lake County Recorder's Office to read as follows:

Parcel 1:

Lot 3, Hales Court Subdivision, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Parcel 1A:

Together with a 16.00 foot wide right-of-way, more particularly described as follows:

Beginning on the West line of 2000 East street at a point South 0°05'30" West 188.14 feet and North 89°43'31" West 24.75 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°05'30" West 16.00 feet; thence North 89°43'31" West 154.00 feet; thence North 0°05'30" East 16.00 feet; thence South 89°43'31" East 154.00 feet to the point of beginning. (As disclosed by that certain Warranty Deed dated April 13, 1977 and recorded May 10, 1977 as Entry No. 2942505 in Book 4487 at Page 161 of official records.)

Also together with a portion of Lot 2, Hales Court Subdivision for ingress and egress for said property, and being more particularly described as follows:

Beginning at a point North 89°43'31" West 139.19 feet from the Northeast corner of Lot 1, Hales Court Subdivision, and running thence around a 15.00 foot radius curve to the left through a central angle of 90°, an arc distance of 23.56 feet and a chord bearing of South 45°16'29" West a distance of 21.21 feet; thence North 89°43'31" West a distance of 16.00 feet; thence around a 31.00 foot radius curve to the right through a central angle of 61°22'31" and arc distance of 33.21 feet and a chord bearing North 30°57'44" East a distance of 31.64 feet; thence South 0°05'30" East a distance of 12.81 feet; thence South 89°43'31" East a distance of 14.81 feet to the point of beginning.

TAX # 16-33-430-023

HWM # UT23326