AFTER RECORDING RETURN TO: Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111 File No. UT24947 ENT 57599:2024 PG 1 of 2 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 26 01:24 PM FEE 40.00 BY TM RECORDED FOR Halliday, Watkins & Mann, P ELECTRONICALLY RECORDED

## 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 January 9, 2015, and executed by Monty Wrae Schmidt, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for SWBC Mortgage Corporation, its successors and assigns as Beneficiary, but PNC Bank, National Association being the present Beneficiary, in which Affiliated First Title was named as Trustee. The Trust Deed was recorded in Utah County, Utah, on January 13, 2015, as Entry No. 2420:2015, of Official Records, all relating to and describing the real property situated in Utah County, Utah, particularly described as follows:

Lot 305, Plat 'G', Maple Mountain at Spanish Fork Subdivision, Spanish Fork, Utah, according to the official plat thereof on file in the office of the Utah County Recorder, Utah. TAX # 468850305

Purportedly known as 391 N 1750 E, Spanish Fork, UT 84660 (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.

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

Dated:	08/26/2024	·
		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: MonFri., 8AM-5PM (MST) File No. UT24947
STATE OF UTAH	)	
66.1.1.1	: SS.	
County of Salt Lake	)	
The foregoing	ing instrument was ack	mowledged before me on
by Jessica Oliveri a	s an attorney and auth	norized agent of the law firm of Halliday, Watkins & Mann, P.C., the
Successor Trustee.		
	ELIJULITH DELALUZ NOTARY PUBLIC	Sprind on 2004/0004 12 12 20 800

**Notary Public** 

Notarial act performed by audio-visual communication

Commission # 734450 My Comm Exp. Dec 01, 2027

UTAH

ENT 57829:2024 PG 1 of 2 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 27 08:34 AM FEE 40.00 BY LT RECORDED FOR Halliday, Watkins & Mann, P ELECTRONICALLY RECORDED

AFTER RECORDING RETURN TO: Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111 File No. UT24960

### 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 July 21, 2006, and executed by Rosario Contreras and Jorge Valencia, as Trustors, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for BNC Mortgage, Inc. A Delaware Corporation, its successors and assigns as Beneficiary, but U.S. Bank National Association, as Trustee for BNC Mortgage Loan Trust 2006-2, Mortgage Pass-Through Certificates, Series 2006-2 being the present Beneficiary, in which First American Title of Utah was named as Trustee. The Trust Deed was recorded in Utah County, Utah, on August 2, 2006, as Entry No. 98709:2006, of Official Records, all relating to and describing the real property situated in Utah County, Utah, particularly described as follows:

Lot 27, Plat "C", Dixon Grove Subdivision, Payson, Utah, according to the official plat thereof on file in the office of the recorder, Utah County, Utah. TAX # 37-127-0027

Purportedly known as 504 N 250 W, Payson, UT 84651 (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.

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

	3/26/2024	
STATE OF UTAH	) : ss.	HALLIDAY, WATKINS & MANN, P.C.:  By:     Jessica Oliveri
County of Salt Lake	)	
The foregoing	g instrument was acknowledg	ged before me on
by Jessica Oliveri as	an attorney and authorized a	igent of the law firm of Halliday, Watkins & Mann, P.C., the
Successor Trustee.		
		Spring or 2014/08/04 127/1027 - 8:00
	ELIJULITH DELALUZ NOTARY PUBLIC JTAH Commission # 734450 My Comm Exp. Dec 01, 2027	Notary Public

Notarial act performed by audio-visual communication

ENT 58072:2024 PG 1 of 1 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 27 03:16 PM FEE 40.00 BY MG RECORDED FOR Miller Harrison LLC ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO: MILLER HARRISON LLC

5292 South College Drive, Suite 304 Murray, Utah 84123 801-692-0799

Acct: 2024-0057

## NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN THAT the Sunflower Townhomes Neighborhood Association (the "Association") on February 15, 2024, recorded in the offices of the Utah County Recorder, as Entry No. 9768:2024, a Notice of Lien upon those certain lands and premises owned by Irving Lopez, located at 1992 North Chianti Street, Saratoga Springs, UT 84045, lying in Utah County, Utah and further described as follows:

<u>Legal Description</u>: LOT 333, PLAT B-3A, WILDFLOWER VILLAGE 3A SUB AREA 0.030 AC. Parcel ID #: 55:909:0333

A breach of the Owner's obligations has occurred, as provided in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sunflower Townhomes, 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 to be immediately due and payable. By pursuing its rights of nonjudicial foreclosure under this Notice of Default, the Association is not attempting to, nor will the Association collect through nonjudicial foreclosure, any fine which may have accrued as part of the Association's continuing lien as precluded in Utah Code §§ 57-8a-303 and 57-8-46, whether included in the notice of lien or not. The Association further herby gives notice that the above-described real property shall be sold to satisfy the aforestated 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.

DATE FILED: August 27, 2024.	Sunflower Townhomes Neighborhood Association
STATE OF UTAH )	(ab)
COUNTY OF WASHINGTON )	Caleb O. Andrews, Attorney-in-Fact

On August 27, 2024, personally appeared before me Caleb O. Andrews, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

AUTUMN KIRKHAM
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 12/30/2024
Commission # 715972

Notary Public

ENT 58121:2024 PG 1 of 1 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 27 04:13 PM FEE 40.00 BY LT RECORDED FOR Miller Harrison LLC ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO: MILLER HARRISON LLC 5292 South College Drive, Suite 304 Murray, Utah 84123 801-692-0799

Acct: 2023-0962

## NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN THAT the Wander Homeowners Association (the "Association") on December 21, 2023, recorded in the offices of the Utah County Recorder, as Entry No. 82703:2023, a Notice of Lien upon those certain lands and premises owned by Tyler Hermansen and Rian Smith, located at 181 E Brushy Canyon Street, Saratoga Springs, UT 84045, lying in Utah County, Utah and further described as follows:

<u>Legal Description</u>: LOT 316, PLAT B-2, JORDAN PROMENADE VILLAGE 1 SUB AREA 0.067 AC.

Parcel ID #: 43:274:0316

A breach of the Owner's obligations has occurred, as provided in the Master Declaration of Covenants, Conditions, and Restrictions for Wander Subdivision, 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 to be immediately due and payable. By pursuing its rights of nonjudicial foreclosure under this Notice of Default, the Association is not attempting to, nor will the Association collect through nonjudicial foreclosure, any fine which may have accrued as part of the Association's continuing lien as precluded in Utah Code §§ 57-8a-303 and 57-8-46, whether included in the notice of lien or not. The Association further herby gives notice that the above-described real property shall be sold to satisfy the aforestated 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.

DATE FILED: August 27, 2024.		Wander Homeowners Association
STATE OF UTAH	)	all the
COUNTY OF WASHINGTON	) ss )	Caleb O. Andrews, Attorney-in-Fact

On August 27, 2024, personally appeared before me Caleb O. Andrews, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

AUTUMN KIRKHAM NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 12/30/2024 Commission # 715972 Vulum Kupham
Notary Public

# WHEN RECORDED, RETURN TO: MILLER HARRISON LLC

5292 South College Drive, Suite 304 Murray, Utah 84123 801-692-0799

Acct: 2023-0282

ENT 58343:2024 PG 1 of 1 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 28 11:36 AM FEE 40.00 BY AS RECORDED FOR Miller Harrison LLC ELECTRONICALLY RECORDED

## NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN THAT the Davencourt at Pilgrims Landing Homeowners Association (the "Association") on April 25, 2023, recorded in the offices of the Utah County Recorder, as Entry No. 26167:2023, a Notice of Lien upon those certain lands and premises owned by Tabetha Nicole Whitehead, located at 3123 W Davencourt Loop, Lehi, UT 84043, lying in Utah County, Utah and further described as follows:

<u>Legal Description</u>: LOT 24, PLAT TWO, DAVENCOURT AT PILGRIM'S LANDING SUBDV. AREA 0.037 AC.

Parcel ID #: 37:137:0024

A breach of the Owner's obligations has occurred, as provided in the Declaration of Easements, Covenants, Conditions, and Restrictions for Davencourt at Pilgrims Landing, 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 to be immediately due and payable. By pursuing its rights of nonjudicial foreclosure under this Notice of Default, the Association is not attempting to, nor will the Association collect through nonjudicial foreclosure, any fine which may have accrued as part of the Association's continuing lien as precluded in Utah Code §§ 57-8a-303 and 57-8-46, whether included in the notice of lien or not. The Association further herby gives notice that the above-described real property shall be sold to satisfy the aforestated 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.

DATE FILED: August 27, 2024.		Davencourt at Pilgrims Landing Homeowners Association
STATE OF UTAH	)	Association
COUNTY OF WASHINGTON	) ss )	(all)
		Caleb O. Andrews, Atforney-in-Fact

On August 27, 2024, personally appeared before me Caleb O. Andrews, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Notary Public

Julian Kufhan

AFTER RECORDING RETURN TO: Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111 File No. UT24952 ENT 58556: 2024 PG 1 of 2 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 28 02:42 PM FEE 40.00 BY CS RECORDED FOR Halliday, Watkins & Mann, P ELECTRONICALLY RECORDED

### 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 December 23, 2021, and executed by Sylvia G Hinojos, as Trustor, in favor of Security Service Federal Credit Union as Beneficiary, in which American Secure Title Insurance Agency was named as Trustee. The Trust Deed was recorded in Utah County, Utah, on December 29, 2021, as Entry No. 214005:2021, of Official Records, all relating to and describing the real property situated in Utah County, Utah, particularly described as follows:

Beginning at a point in the Northeast intersection of 800 North and 600 West Street, Pleasant Grove, Utah, which point is North 693.91 feet and West 1448.70 feet from the Center of Section 20, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence East along said 800 North Street 100.00 feet; thence North 120.98 feet to South line of a 56.00 foot Street; thence South 76°47'16" West along said street line 102.72 feet, to the East line of said 600 West street; thence South along said street line 97.50 feet to the point of beginning. Less and excepting any portion within the bounds of 850 North street. TAX # 14: 026: 0022

Purportedly known as 810 N 600 W, Pleasant Grove, UT 84062 (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.

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

Dated: 08/2	8/2024	
		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: MonFri., 8AM-5PM (MST)
		File No. UT24952
STATE OF UTAH	)	
County of Salt Lake	: ss. )	
The foregoing	; instrument was acknowledge	ed before me on08/28/2024
by Jessica Oliveri as a	an attorney and authorized a	gent of the law firm of Halliday, Watkins & Mann, P.C., the
Successor Trustee.		
		Signed on 2004/08/78 1372:53 4:200
FILIUITH DE	I AL LIZ	Notary Public

Notarial act performed by audio-visual communication

NOTARY PUBLIC

Commission # 734450 My Comm Exp. Dec 01, 2027

UTAH





ENT 58802:2024 PG 1 of 2 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 29 12:03 PM FEE 40.00 BY MG RECORDED FOR FISHER & HUNTER LLC

After recording mail to:
David W. Hunter
FISHER & HUNTER, LLC
444 East Tabernacle, Building B, Suite 201
St. George, UT 84770
(435) 652-8000

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

NOTICE IS HEREBY GIVEN by David W. Hunter, Successor Trustee, a member of the Utah State Bar, that a default has occurred under that certain Deed of Trust dated March 28, 2023, executed by Randy Griffin and Annie Griffin, husband and wife, as Trustor, in which Judy S. Wells, Southland Law Group, was named as Trustee, and CapStar Bank was named as Beneficiary, and was recorded March 31, 2023, as Entry # 19869, in the Office of the Utah County Recorder, State of Utah, all relating to and describing the real property situated in the County of Utah, State of Utah more particularly described as follows:

Lot 73, PLAT "B", OLDHAM ACRES, a Residential Subdivision, Lehi, Utah, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, State of Utah.

Parcel ID No.: 48-329-0073

Said Deed of Trust secures certain obligations under a Promissory Note reference dated March 28, 2023. The Promissory Note and Deed of Trust have been transferred by merger to Old Nation Bank, which is the current Beneficiary.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that the required payment obligations have been breached for non-payment, plus late charges, interest and attorneys' fees, have not been paid.

That by reason thereof, the Beneficiary has requested that the said Successor Trustee file a Notice of Default and Election to Sell, and has deposited with the said Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has elected to accelerate the note and to cause the property to be sold to satisfy the obligations secured thereby, i.e., the outstanding principal balance of said Promissory Note secured by Deed of Trust plus interest, late charges and expenses of collection, foreclosure, and attorney's fees. All reinstatements, assumptions or payoffs must be in the form of lawful money of the United States of American, or certified funds in U.S. Dollars. Personal checks will not be accepted.

At present, the following specific delinquencies are known: All principal for the months of January, 2024 through August, 2024, interest and late fees accruing as under the Promissory Note and Deed of Trust, plus additional interest, late fees, attorneys fees and collection costs, and any other payments or performance required to be made under the note or deed of trust that are now due or become due prior to reinstatement. The Trustee should be contacted at the address listed herein for correction, clarification or quotation of the amount needed for reinstatement.

In compliance with the Fair Debt Collection Practices Act, please be advised that this firm is attempting to collect the above referenced debt and any information obtained will be used for that purpose. The debt is owed to the Beneficiary named above. Unless you, within thirty (30) days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by this firm. If you notify this firm in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, this firm will obtain verification of the debt and a copy of such verification will be mailed to you by this firm. Upon your written request within the thirty (30) day period, this firm will provide you with the name and address of the original creditor if different from the current creditor. PLEASE BE ADVISED THAT DURING THE THIRTY (30) DAY PERIOD, THIS FIRM WILL NOT DELAY OR CEASE PROCEEDING WITH THE NON-JUDICIAL FORECLOSURE OF THE REAL ESTATE SECURING THE DEBT, OR OTHERWISE CEASE COLLECTION OF THE DEBT, EXCEPT AS PROVIDED BY APPLICABLE LAW. The Trustee may be contacted at the address and telephone number listed above between the hours of 8:00 am to 5:00 pm.

DATED this 21st day of Au	gust, 202	By:	
		David W. Hunter Successor Trustee	
STATE OF UTAH	) :ss		
COUNTY OF WASHINGTON	)		

On this 21<sup>st</sup> day of August, 2024, personally appeared before me David W. Hunter, known to me to be the person subscribed to the foregoing Notice of Default and Election to Sell who duly acknowledged to me that he executed the same.

NOTARY PUBLIC



TS No.: 2024-00036-UT

ENT 58827:2024 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Aug 29 12:23 PM FEE 40.00 BY LT
RECORDED FOR Premium Title TSG
ELECTRONICALLY RECORDED

Recording Requested By:

Premium Title Insurance Agency - UT, Inc.

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

TS No: 2024-00036-UT

# 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).

The past due amount is \$22,776.43 as of 08/26/2024 and will increase until your account becomes current.

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, the beneficiary may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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); 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:

U.S. BANK NATIONAL ASSOCIATION, as Trustee for Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 Mortgage Pass-Through Certificates, Series 2007-BNC1, 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.

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 04/25/2007, executed by: LARRY BRIAN BESS AND ALLISON ROWE BESS, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor(s) to secure certain obligations in favor of BNC MORTGAGE, INC., A DELAWARE CORPORATION AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING AS NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS as Beneficiary, recorded 05/02/2007, as Instrument No. 65326:2007, Book ---, page --- of Official Records in the Office of the Recorder of Utah 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 \$627,000.00 That 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: Installment of Principal and Interest plus impounds and/or advances which became due on 03/01/2024 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

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

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: August 28, 2024

PREMIUM TITLE INSURANCE AGENCY - UT,

INC. DBA PREMIUM TITLE 2150 South 1300 East, Suite 500,

Salt Lake City, UT 84106

(signature)

Name: Kevin S. Parke

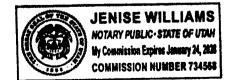
Title: Escrow Officer

# STATE OF SALT LAKE COUNTY OF DAVIS

On August 28, 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

LOT 10, PLAT "C", CRANDALL ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

APN Number: 36:708:0010

ENT 58859:2024 PG 1 of 2 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 29 12:53 PM FEE 40.00 BY LT RECORDED FOR Halliday, Watkins & Mann, P ELECTRONICALLY RECORDED

AFTER RECORDING RETURN TO: Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111 File No. UT23743

### 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 10, 2019, and executed by Adan Anguiano Vega and Eduardo Vega, as Trustors, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Provident Funding Associates, L.P., its successors and assigns as Beneficiary, but Provident Funding Associates, L.P. being the present Beneficiary, in which First American Title Company was named as Trustee. The Trust Deed was recorded in Utah County, Utah, on May 15, 2019, as Entry No. 43302:2019, of Official Records, all relating to and describing the real property situated in Utah County, Utah, particularly described as follows:

Lot 4, of Plat "A-1", Apple Hollow at the Orchards Subdivision, according to the official plat thereof, as recorded in the Office of the Utah County Recorder, Utah.

Together with a right and easement of use and enjoyment in and to the Common Areas and Limited Common Areas described and as provided for in said Plat and Declaration and any amendments and/or supplements thereto. TAX # 34-489-0004

Purportedly known as 968 North 90 West, Santaquin, UT 84655 (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.

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

	08/29/2024	
Dated:		
		HALLIDAY, WATKINS & MANN, P.C.:
		By:
		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: MonFri., 8AM-5PM (MST)
		File No. UT23743
STATE OF UTAH	)	
	SS.	
County of Salt Lake	)	
		08/29/2024
The foregoing	g instrument was acknowledge	d before me on
by Jessica Oliveri as	an attorney and authorized ag	ent of the law firm of Halliday, Watkins & Mann, P.C., the
Successor Trustee.		
	LIJULITH DELALUZ	Signed in 2014/08/29 11 23:20 8:00
1 4 5 7 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	NOTARY PUBLIC	Notary Public
1 (2)	Commission # 734450	
N N	My Comm Exp. Dec 01, 2027	

Notarial act performed by audio-visual communication

Electronically Recorded For: SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. Attn: Marlon L. Bates 15 West South Temple, Ste 600 Salt Lake City, Utah 84101 Telephone No. (801) 531-7870 Business Hours: 9:00 am to 5:00 pm (Mon.-Fri.) Trustee No. 67152-64F Parcel No. 49-444-0069

ENT 59020:2024 PG 1 of 1 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 29 04:20 PM FEE 40.00 BY LM RECORDED FOR Scalley Reading Bates Hanse ELECTRONICALLY RECORDED

#### NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN by Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee, that a default has occurred under the Deed of Trust to Secure Home Equity Line of Credit Agreement executed by John Skousen Lisa M. Skousen, as trustor(s), in which Mountain America Federal Credit Union is named as beneficiary, and Mountain America Federal Credit Union is appointed trustee, and filed for record on July 13, 2022, and recorded as Entry No. 80361:2022, Records of Utah County, Utah.

UNIT 6, BUILDING J, PLAT "C", PIONEER, PERFORMANCE DEVELOPMENT, INCLUDING A VACATION OF A PORTION OF PIONEER PLAT "A", PD AND PIONEER PLAT "B", ROADWAY DEDICATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

A breach of an obligation for which the trust property was conveyed as security has occurred. Specifically, the trustor(s) failed to pay the March 31, 2023 monthly installment and all subsequent installments thereafter as required by the Note. Therefore, pursuant to the demand and election of the beneficiary, the trustee hereby elects to sell the trust property to satisfy the delinquent obligations referred to above. All delinquent payments, late charges, foreclosure costs, and property taxes and assessments, if any, must be paid in full within three months of the recording of this Notice to reinstate the loan. Furthermore, any other default, such as a conveyance of the property to a third party, allowing liens and encumbrances to be placed upon the property, or allowing a superior lien to be in default, must also be cured within the three-month period to reinstate the loan.

DATED this 29 day of August, 2024.

Scalley Reading Bates Hansen & Rasmussen, P.C., successor

trustee

By: Marlon L. Bates Its: Supervising Partner

STATE OF UTAH

) : ss

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 29 day of August, 2024, by Marlon L. Bates,

the Supervising Partner of Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee.

DANIEL M SPENDLOVE Notary Public State of Utah My Commission Expires on: April 10, 2028 Comm. Number: 736320

NOTARY PUBLIC

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. SIMP10-0002 ENT 59033:2024 PG 1 of 1
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Aug 29 04:44 PM FEE 40.00 BY LM
RECORDED FOR Smith Knowles PC
ELECTRONICALLY RECORDED

#### 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 TRUST DEED WITH ASSIGNMENT OF RENTS ("Trust Deed") dated MARCH 17, 2022, and executed by 1691 BOX ELDER, LLC, as Trustor(s), to secure certain obligations in favor of SIMPLE HARD MONEY, LLC, its successors and assigns, as Beneficiary, and STEWART TITLE OF UTAH, INC, as Trustee, which Trust Deed was recorded on MARCH 18, 2022, as Entry No. 34583:2022, in the Official Records of UTAH County, State of Utah, describing land therein situated in UTAH County, Utah, and more particularly as follows:

LOT 54, PLAT "F" BOX ELDER SUBDIVISION, ALPINE, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

35-289-0054

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: August 29, 2024

LINCOLN TITLE INSURANCE AGENCY

Ву:

Kenyon D. Dove

Its: Authorized Agent

STATE OF UTAH

**COUNTY OF WEBER** 

On August 29, 2024, personally appeared before me, 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

JORDAN WATCHMAN
Notary Public - State of Utah
Comm. No. 719122
My Commission Expires on
Jul 8, 2025

ENT 59387:2024 PG 1 of 1 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Aug 30 02:54 PM FEE 40.00 BY LT RECORDED FOR Miller Harrison LLC ELECTRONICALLY RECORDED

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 Gateway Village Condominium Association, Inc., an association of unit owners (the "Association") on October 26, 2022, recorded in the offices of the Utah County Recorder, as Entry No. 113182:2022, a Notice of Lien upon those certain lands and premises owned by Joshua Espana and Angel Espana, located at 963 West 670 South #15, Pleasant Grove, Utah 84062, lying in Utah County, Utah and further described as follows:

Legal Description: UNIT 15, BLDG B, GATEWAY VILLAGE RECORD OF SURVEY CONDO PHASE 1 SUBDV. AREA 0.029 AC.

Property Address: 963 West 670 South #15, Pleasant Grove, Utah 84062 Parcel ID #: 40:340:0015

A breach of the Owner's obligations has occurred, as provided in the Declaration of Covenants, Conditions, Restrictions and Easements for the Gateway Village Condominium Association, Inc., 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 to be immediately due and payable. By pursuing its rights of nonjudicial foreclosure under this Notice of Default, the Association is not attempting to, nor will the Association collect through nonjudicial foreclosure, any fine which may have accrued as part of the Association's continuing lien as precluded in Utah Code §§ 57-8a-303 and 57-8-46, whether included in the notice of lien or not. The association further herby gives notice that the above-described real property shall be sold to satisfy the aforestated 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 WINTESS HEREOF, Peter H. Harrison, as attorney for the Association, has caused his name to be hereto affixed this August 30, 2024.

Peter H. Hafrison

As authorized agent for Gateway Village Condominium Association, Inc.

STATE OF UTAH

) SS.

COUNTY OF SALT LAKE )

On August 30, 2024, 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**