

### **Practical Advice about Trustee Sales**

### **Finding Properties in Default**

From county recorder's office or create account at <a href="https://backmantitle.com/member-documents/">https://backmantitle.com/member-documents/</a>

### **Finding Properties Scheduled for Trustee's sale**

Posted on the real property, at the recorder's office, from newspaper legal notices found for free at <u>https://www.utahlegals.com/</u>, & some trustee websites.

### **Common trustees**

Marlon Bates: 801-531-7870 <u>https://www.scalleyreading.net/</u> Paul Halliday: 801-355-2886 <u>https://www.hwmlawfirm.com/foreclosures/</u> James Woodall: 801-254-9450 <u>https://www.carrwoodall.com/</u> Jax Pettey: 801-984-0055 <u>http://www.petteylegal.com/foreclosure\_bids.php</u> Smith-Knowles: 801-476-0303 <u>http://www.smithknowles.com/pending\_foreclosure.php</u> SEB Legal: 801-449-9749 <u>https://www.seblegal.com/foreclosure-disclaimer</u> Miller Harrison: 801.692.0799 <u>https://www.millerharrisonlaw.com/upcoming-foreclosures</u> Richards Law PC: 801-274-6800 <u>http://richardshoalaw.com/foreclosure-sales/</u>

- 1. Notice of Default recording to Trustee's Sale ~120 days
- 2. Posting notice of trustee's sale: at least 20 days prior by mail, on door, & office of recorder
- 3. Advertising begins at least 10 days, but no more than 30 days prior to trustee's sale

### Bidding at the trustee sale

Max amount of opening bid: Unpaid principal, accrued interest, escrow advances/maintenance costs & costs of sale/attorney/trustee's fees (57-1-28).

Have cashier's check made in your name for the minimum deposit amount determined by trustee.

High bidder endorses cashier's check to Trustee.

Trustee's deed delivered to high bidder after receipt of balance of bid (usually due next day).

### **Evaluation Advice & Tools**

- 1. Know your max bid prior to showing up
- 2. Evaluate county records & NOD
- What survives a trustee sale? HOA dues & special assessments, sewer bills, assessments from tax authorities, property tax bill, federal tax lien (180 days), Issues with water rights.
- 4. Consider future costs of selling (Net Sheet)

Corporate	Layton
(801) 288-8818	(801) 774-8818
Bountiful	Ogden

- 5. Verify zoning , CCR, Dedicated Plat, Survey & CCR's for future use and/or rental plans
- 6. Know if property is occupied (eviction time & cost)
- 7. Bid on correct trust deed (1<sup>st</sup> lien?
- 8. Understand construction service liens
- 9. Be willing to walk away from a bad deal

Midvale	Provo
(801) 263-1500	(801) 224-9020
Lehi	St. George
(385) 336-8390	(435) 688-8808



## **Practical Advice** about Short Sales

	W	hat do you ne	e	d to know?			
	Know the players			Know the tool	<u>s</u>		
1.	Seller- authorization form requireme	ents 1	L.	Preliminary Title Report			
2.	Default Lender- primary contact	2	2.	Estimated settlement statement,	/Net sheet- for		
3.	Trustee- They should know the listing	g agent		deficiency calculation			
4.	Jr. Lien Holders- From seller's & title			https://backmantitle.com/seller-	net-sheet/		
5.		·	3.	Notice of default timeline			
	list or sell property w/o approval		1.	Trustee website			
6.	Mortgage Insurance Company- They	can stop the 5	5.	CFPB Requirements & Utah Code			
	approval	6	5.	MERS			
7.	The buyer, their lender & title comp	a <b>ny-</b> 7	7.	HOA Registry			
	restrictions on contract changes, cos	ts, & timing 8	3.	Utah Bar attorney search			
	<u>K</u>	now the foreclo	SU	<u>ire timeline</u>	K		
	CEDD Dro default (~12)			NOD to Austion ( $\approx 12$			
	CFPB Pre-default (~120	J days)		NOD to Auction (~12	u days)		
	Know the co	nsequences of a	a s	hort sale for the seller	V		
1.	Payoff in full?	5	5.	Deficiency judgment?			
2.	Short/deficient payoff- Full debt forg	iveness? 6	5.	Consequence on credit score?			
3.				Consequence on ability to borrow	v again?		
4.	Release of lien on property only?	8		Approval packet & hardship lette	-		
				lien holders to accept			
4							
1.	What is the current property value?			Solar panel payoffs			
2.	How much are the total property lier encumbrances?	rs 7		How much of a loss are you askin take?	g lien holders to		
3.	What are the costs of sale?	8	3.	How much time will the transacti	on take?		
4.	HOA reinvestment fees	9	Э.	What does the closing calendar lo	ook like?		
5.	UTOPIA and Assessment charges	1		How much time is required for ap after settlement and closing?	oproval before &		
		Know the appr					
1.	Expiration date	8	3.	Restrictions on paid closing costs			
	Payoff amount/Lien release amount			Debt forgiveness/deficiency judg			
3.			10. 1099-S form & tax laws				
4.	Additional proceeds/per diem?	1	L1.	Impact on borrower credit			
5.	, ,, ,,	-		Arm's length requirement			
6.				Final Settlement statement appro			
7.			L4.	Postponement of pending foreclo	-		
				Midvale	Provo		
		) 774-8818		(801) 263-1500	(801) 224-9020		
	Bountiful	Ogden		Lehi	St. George		

(801) 295-7676

(801) 475-6100

(001) 224-9020
St. George
(435) 688-8808

(385) 336-8390

# Backman Title Services

### Federal & State

**Foreclosure Requirements** 

### Pre-Notice of Default Requirements from the CFPB

- "By 36 days after a homeowner has misses a payment or can't pay the full amount, the servicer must make a good faith effort to contact by telephone or at an in-person meeting."
- "Before a borrower becomes 45 days delinquent, the servicer must send a written notice to the borrower or borrower's agent encouraging the borrower to contact the servicer, providing the phone number for the personnel assigned to the borrower, and giving the borrower examples of loss mitigation options the servicer offers. The borrower must also receive information about how to find a housing counselor"
- "A mortgage servicer may not make a first notice or filing for foreclosure until the borrower is more than 120 days delinquent. The 120-day period under the rules is designed to give borrowers time to learn about workout options and file an application for mortgage assistance."
- "In addition, if the borrower has already submitted a complete application for mortgage assistance often called a loss mitigation application – the mortgage servicer may not begin the foreclosure process while a borrower is being evaluated for a loss mitigation plan."
- "Of course, a loss mitigation plan might not prevent foreclosure if the borrower stops making payments under the plan:"

### 2013 Changes to the Utah Code 57-1-24.3

(2) (a) Before a notice of default is filed for record under Section 57-1-24, a beneficiary or servicer shall:

(i) designate a single point of contact; and

(ii) send notice by United States mail to the default trustor.

- (b) A notice under Subsection (2)(a)(ii) shall:
- (i) advise the default trustor of the intent of the beneficiary or servicer to file a notice of default; (ii) state:

(A) the nature of the default;

(B) the total amount the default trustor is required to pay in order to cure the default and avoid the filing of a notice of default, itemized by the type and amount of each component part of the total cure amount; and (C) the date by which the default trustor is required to pay the amount to cure the default and avoid the filing of a notice of default;

(iii) disclose the name, telephone number, email address, and mailing address of the single point of contact designated by the beneficiary or servicer; and

(iv) direct the default trustor to contact the single point of contact regarding foreclosure relief available through the beneficiary or servicer offers foreclosure relief.

(3) Before the expiration of the three-month period described in Subsection 57-1-24(2), a default trustor may apply directly with the single point of contact for any available foreclosure relief.

(4) A default trustor shall, within the time required by the beneficiary or servicer, provide all financial and other information requested by the single point of contact to enable the beneficiary or servicer to determine whether the default trustor qualifies for the foreclosure relief for which the default trustor applies.

(5) The single point of contact shall:

(a) inform the default trustor about and make available to the default trustor any available foreclosure relief; (b) undertake reasonable and good faith efforts, consistent with applicable law, to consider the default trustor for foreclosure relief for which the default trustor is eligible; (c) ensure timely and appropriate communication with the default trustor concerning foreclosure relief for which the default trustor by United States mail of the decision of the beneficiary or servicer regarding the foreclosure relief for which the default trustor applies.

(6) Notice of a trustee's sale may not be given under Section <u>57-1-25</u> with respect to the trust property of a default trustor who has applied for foreclosure relief until after the single point of contact provides the notice required by Subsection (5)(d).

(7) A beneficiary or servicer may cause a notice of a trustee's sale to be given with respect to the trust property of a default trustor who has applied for foreclosure relief if, in the exercise of the sole discretion of the beneficiary or servicer, the beneficiary or servicer:

(a) determines that the default trustor does not qualify for the foreclosure relief for which the default trustor has applied; or

(b) elects not to enter into a written agreement with the default trustor to implement the foreclosure relief.



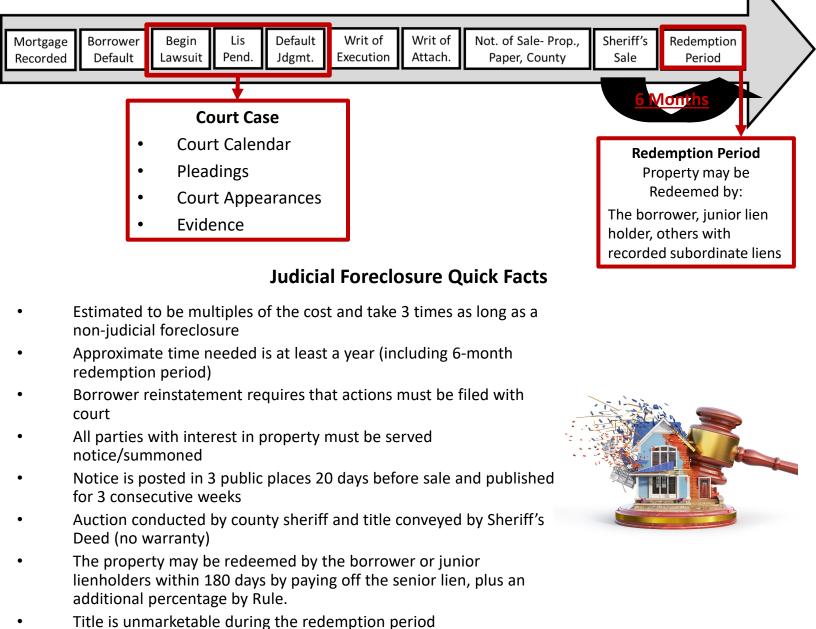
# **Judicial Foreclosure Basics**

In Utah, both judicial and non-judicial foreclosures are available options for lenders to enforce security interests in real property. Judicial foreclosures in Utah are typically processed through the district court. While non-judicial foreclosures are more common in Utah, judicial foreclosure may still be pursued under certain circumstances.

In a judicial foreclosure, the lender files a lawsuit in the district court to obtain a court order to foreclose on the property. This process generally involves filing a complaint, providing notice to the borrower, and conducting a court-supervised auction to sell the property. The specific procedures and requirements for judicial foreclosures in Utah can be found in the Utah Code.

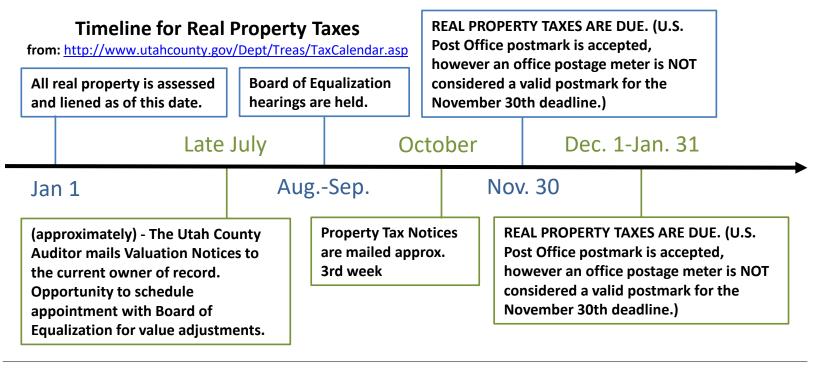
Under judicial foreclosure, various types of liens, including mortgages, construction service liens, judgments, and HOA liens, can be foreclosed upon. While judicial foreclosure of deeds of trust is less common in Utah, it may still be possible if the deed of trust document provides for a judicial foreclosure process. Judicial foreclosure can also be used to clear any clouds on title by joining appropriate parties to the lawsuit and seeking a court declaration of ownership, like a quiet title action.

### **MORTGAGE - Judicial Foreclosure Timeline - Simplified Court Process**





# **Property Tax Sales**



### What are property tax sales?

**Definition 1:** *"*A Tax Sale is **the public auction of any real property with taxes that have been delinquent** for four years from the final tax payment deadline (five years including by the date of the sale)." from <a href="http://www.webercountyutah.gov/Clerk\_Auditor/tax\_sale.php">http://www.webercountyutah.gov/Clerk\_Auditor/tax\_sale.php</a>

**Definition 2:** "Any property not redeemed by March 15th following the lapse of four years from the date when the property became delinquent will be included in the Annual Delinquent Tax Sale held in May. This sale allows the county to recapture taxes due on any parcel that is more than four years delinquent." From http://www.utahcounty.gov/taxsale/FAQ.asp

### How the Auction proceeds-Undivided Interest Bidding for Homes and other Improved Property:

"Improved parcels or parcels with homes or other buildings on them are sold for a percentage of the ownership share or Undivided Interest. The term "Undivided Interest" refers to the percentage of ownership the winning bidder will get in the complete or undivided parcel. Utah County does not subdivide parcels through the tax sale process. The bidding will start with an opening bid that includes taxes, penalties, interest, and the administrative cost of the sale for 100% of the undivided interest. **As bidding continues, the percentage of ownership will be bid down**. The winner bidder will be final remaining bidder who, for the amount of taxes, penalties, interest and fees due, accepts the lowest percentage of ownership in the property. The remaining percentage of ownership not sold will be retained by the original owner."

Tax Sale Information from Utah County: <u>http://www.utahcounty.gov/taxsale/FAQ.asp</u>

### When will I get the deed to the property I bought at the Tax Sale?

"We will mail a Tax Deed to the new owner within thirty days after the sale is ratified by the County Commission."

From http://www.webercountyutah.gov/Clerk Auditor/tax sale.php

### What form of payment is accepted? Is a financing plan available?

### From Weber County

"The successful bidder on a parcel must pay the full amount to the Weber County Treasurer in cash or with bank certified funds. There is no financing available through Weber County.

If the amount of the sale is less than \$2,000, the Treasurer may accept a personal check as a deposit at the time of the Tax Sale with the understanding that cash or bank certified funds for the entire amount of the sale will be paid to the County Treasurer by 5:00 p.m. on the day of the sale.

If the amount of the sale exceeds \$2,000, the successful bidder must pay a non-refundable deposit of \$1,000 cash or bank certified funds on the day of the sale, with the balance due and payable to the County Treasurer by 5:00 p.m. within five (5) business days from the day of the sale."

From: <a href="http://www.webercountyutah.gov/Clerk\_Auditor/tax\_sale.php">http://www.webercountyutah.gov/Clerk\_Auditor/tax\_sale.php</a>

### **Property Tax Sale Cautions**

### From Utah County:

"What ownership rights are granted with a Tax Deed? County Ordinance 21-5-14. Disclaimers by the County with respect to Sale Procedures and Actions. (a) Properties sold during the annual real property tax sale shall be conveyed by Tax Deed. This form of deed is not a warranty deed. The County makes no representations as to the title conveyed, nor as to the purchaser's right of possession of the property. Similarly, the County makes no warranties or representations as to whether the property is buildable or developable, nor does the County make any representations regarding whether the property complies with applicable zoning regulations. The County does not warrant or represent that any property purchased during the Tax Sale is habitable or in any particular condition. The County also makes no warranties or representations regarding the accuracy of the assessment of the property or the accuracy of the description of the real estate or improvements thereon. Any bidder who wishes to understand exactly what will happen when a Tax Deed is issued by the county for a specific property must consult their own legal counsel or title company. No employee or elected official of Utah County can provide any type of legal or non-legal advice related to the tax sale. Any information given by phone, mail, or email that conveys information beyond the scope of the procedures of the tax sale will be considered the unqualified personal opinion of the individual and does not officially represent the county's position."

from: https://www.utahcounty.gov/Dept/auditor/taxadmin/taxsale/formsfaqs.html

### From Weber County:

- *"Weber County makes no warranties or representations as to the title or other attributes of the property. If you purchase property, you do so at your own risk.*
- For example, the County does not guarantee or represent:
  - 1. That the property will not be subject to later redemption by the IRS or other governmental agency;
  - 2. That the property is not involved in current litigation or won't be involved in future litigation;
  - 3. That the property is suitable for habitation, building, or development;
  - 4. That the property complies with zoning laws;
  - 5. That the assessment or description of the property is accurate; or
  - 6. Anything else. You buy at your own risk.

It is extremely important for each bidder to research the property. The addresses listed on the tax sale list are the property owner's mailing address and <u>not necessarily the property address</u>. The below links are provided for help in researching parcels."

From: <a href="http://www.webercountyutah.gov/Clerk\_Auditor/tax\_sale.php">http://www.webercountyutah.gov/Clerk\_Auditor/tax\_sale.php</a>

### Notice Requirements Jordan v. Jensen, 2017

- Unless the County gives proper notice to interested parties, the tax sale does not cut off lien holder rights.
- Title insurance underwriters require a quiet title action after a tax sale.
- A summary of Jordan v. Jensen can be found here: <u>https://www.cbclaw.com/Newsletters/Going-Once-Twice-Sold-Maybe-Getting-Title-To-Property-From-A-Tax-Sale-In-Utah-May-2017.shtml</u>





### **About Abstracts**

- 1. A compilation of recorded documents indexed against a parcel that may affect the real property
- 2. Sometimes called a property history, or chain of title, title chain
- 3. Abstracts generally contain ownership and recorded lien history
- 4. Documents are indexed chronologically & maintained by the county recorder

### **Abstract Cautions**

- 1. Abstracts don't show "everything" on the property title. Several liens affecting real property will never appear on an abstract. (Judgments, Federal Tax Liens, Bankruptcy, interests from unfinished construction)
- 2. Even abstracted documents may not affect the property & must be reviewed
- 3. Not all documents are indexed electronically

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### NE, UT 84004-1429 & E 229.59 FT FR SW COR SEC 19, T4S, R2E, SLM; N 28'10'E 100 FT; S 85 S 27 42'24'W 112.08 FT; N 89 00'34'W 193.62 FT TO BEG, AREA 50 ACRE Entry No Inst Date Book Page Rec Date Kind of Inst Rec Time Grantor ..Grantee Comments Consideration Satisfaction Tie Entry No VANGUARD TITLE INSURANCE AGENCY LLC TEE DE GROOT WILLIAM & WHITNEY 24623-2019 03/04/2019 \$0 0 03/27/2019 <u>R Entry 113473 Year 2016</u> REC 11:26 am DE GROOT, WILLIAM & WHITNEY AL PINE CREDIT LINION 113473-2016 11/04/2016 \$35.500 0 11/10/2016 <u>R Entry 24523 Year 2019</u> D TR 08:53 am 105925-2016 10/20/2016 \$10 0 10/24/2016 Error TIE # NOT GIVEN C WD 09:25 am COVINGTON, ROGER GUY & MAXINE B TEE (ET AL) .DE GROOT, WILLIAM & WHITNEY RGO FINANCIAL NATIONAL BANK TEE ION, ROGER GUY 85822-2016 09/02/2016 \$0 0 09/02/2016 R Entry 94256 Year 2011 REC 01/52 cm MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC WELLS FARGO FINANCIAL NATIONAL BANK SUCTEE 85821-2016 09/02/2016 \$0 0 09/02/2016 <u>X Entry 94256 Year 2011</u> SUB TEE 01:52 pm DE GROOT, WILLIAM & WHITNEY FIRST COLONY MORTGAGE CORPORATION 76271-2016 0 08/11/2016 0 08/12/2016 D TR 12:12 pm MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC (ET AL) 12108-2012 01/27/2012 0 0 02/5/2012 0 02/5/2012 0 RUIDETE 1/205 pm INGTON, ROGER GUY VINGTON, ROGER GUY & MAXINE B TEE 94257-2011 12/23/2011 0 12/29/2011 WD 10:27 am COVINGTON, ROGER GUY .NEW LINE MORTGAGE 0 12/29/2011 8179,200 0 12/29/2011 R Entry 85822 Year 2016 D TR 10:27 am COVINGTON, ROGER GUY & MAXINE B TEE (ET AL) 04255-2011 12/23/2011 0 12/29/2011 WD 10:27 am

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### Salt Lake County

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		12/30/2019				
PARCEL NUMBER: 25.003.0001		12.50 2015				
Prior Parcel Numbers:						
OWNER: OAKES, DIANE GRONWAL	LD ADDI	RESS: 240 E 43			TA	X UNIT
LEGAL DESCRIPTION: ORD		ACRES: 0	UT 844055611			24
PART OF LOTS 1 AND 2. BLOCK 1. PARCEL WASHENGTON TERLER. EWERE COUNTY BIGINNING ON THE NORTH BOCHDARY A 10.07 PET FROM THE SOUTHAIST COME SOUTH 22015/07 EAST 100.51 FEET TO A R PET WISHENGT HENGTHER SOUTHAIST ALLONG A REOLLAR CHIVE TO THE LITT PET FOR ANA CONTACCE OF 0.07 FEE 6000007 WEST 0.01 PETT, TERNES NORTH WISH (AN ALL THE THEORY AND ALL THE THEORY AND THE CONTACT AND WISH (AN ALL THE THEORY AND WISH (AN ALL THE THEORY AND PETT (CREATED BEAKS NORTH HERDS YE AN PETT (CREATED BEAKS NORTH HERDS YE AN	UTAH, DESCRIBED AS 1 T A POINT WRICH IS WE R OF SAID BLOCK 3; THE INFT WRICH IS 12:51 ORNER OF SAID LOCK 3; THE WITH A RADIUS OF 2522.7 (CHORD BEARS SOUTH TE 23D4/32" ILAR CURVE TO THE RU BC DISTANCE OF 81 54	STERLY INCE THENCE 37				
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BOARD OF COUNTY COMMISSIONER	ORDNCE		1394-1772		11:57	
WHOM IT MAY CONCERN	\$0.00	849262	12/21/1981	22-DEC-1981		
BALL BENJIMAN W & WF	DEED OF TRST		1520-0178		03:47	
ZIONS FIRST NATIONAL BANK	\$30,000.00	1015531	0510 1987	18-JUN-1987		
BALL, BENJIMIN W & WF	DEED OF TRST		1569-0283		10:08	
GOLDENWEST CR UN ETAL	\$10,000.00	1090935	10/03/1989	10-OCT-1989		
ZIONS FIRST NATL BANK TR	RECON		1570-2851		12:32	
BALL, BENJIMAN W & WF	\$0.00	1093585	11/06/1989	05-NOV-1989	1520-0178	
BALL, BENJIMAN W & WF	DEED OF TRST		1625-1943		02:38	
ZIONS FIRST NATL BK	\$13,000.00	1176447	04/30/1992	01-MAY-1992		
BONNEVILLE TITLE CO TR	RECON		1628-0990		03:15	
BALL, BENJAMIN W & WF	\$0.00	1180073	05/28/1992	01-JUN-1992	1569-0283	
ZIONS FIRST NATL BK TR	RECON		2057-0743		08:04	
BALL, BENJAMIN W & WF	\$0.00	1689040	01/14/2000	09-FEB-2000	1625-1943	
BALL, BENJIMAN W ETAL	WD		2289-1546		04:44	
BALL, BENJIMAN W TR ETAL	\$10.00	1892213	11/25/2002	25-NOV-2002		
WEBER COUNTY	RESOL 23-2005				02:31	
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BALL FAMILY LIVING TRUST	SP WD				01:24	02+NOV+2011
DIANE GRONWALD OAKES	\$10.00	2548161	11/01/2011	02-NOV-2011		
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OAKES, DIANE GRONWALD	\$0.00					

### **Utah County**

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1 items found, d	splaying all items.1						
Description	Summary		Add All to My Images				
Warranty Deed 00416806	B: 684 P: 505 10/08/1992 10:13:00 AM, From: JUDD ALDAN O & SHERI G	View Image Add to My Images					
	Subdivision: IVINS TOWN SURVEY BLK FR 10 (I) Lot: 1 Block: F010	8: 32 T: 418 R: 16W					
	BEG AT PT N 65.0 FT FRM SW COR LOT	82 CRIMSON CLIFFS ADDI					
Map (Non- Conveying)	B: 1156 P: 584 12/08/1997 04:18:00 PM, 	View Image Add to My Images					
00584771	From: IVINS CITY	To: IVINS TOWN RESURVEY					
	Subdivision: ROUNDY RANCHES 1 (I), Subdivision: HUNT (I), Subdivision: POMEGRANATE LANE AMD & EXT (I),	S: 32 T: 415 R: 16W, S: 31 T: 415 R: 16W, S: 5 T: 425 R: 16W,					
	BEG W1/4 COR SEC 32 T418 R16W TH 8						
Warranty Deed 20070008972	02/21/2007 03:16:00 PM, Parcel Numb	er: I-75-A-1-A-6 Related:	View Image				
	From: BRINKERHOFF CAREY W, BRINKERHOFF ELAINE J	Add to My Images					
	Subdivision: IVINS TOWN SURVEY BLK FR 10 (I) Block: F10						
	BEGINNING AT A POINT NORTH 65.0 FE	ET FROM THE SOUTHWEST C					
Trust Deed	02/21/2007 03:16:00 PM, Parcel Numb	View Image					
20070008973	From: BRINKERHOFF MITCH W	To: OPTION ONE MTG CORP	Add to My Images				
	Subdivision: IVINS TOWN SURVEY BLK FR 10 (I) Block: F10	8: 32 T: 415 R: 16W					
	BEGINNING AT A POINT NORTH 65.0 FE	ET FROM THE SOUTHWEST C					
Warranty Deed	02/21/2007 03:16:00 PM, Parcel Numb		View Image Add to My Images				
20070008974	From: BRINKERHOFF MITCH W	To: BRINKERHOFF MITCH W, BRINKERHOFF LYNNETTE	Add to My Images				
	Subdivision: IVINS TOWN SURVEY BLK FR 10 (I) Block: F10	8: 32 T: 418 R: 16W					
	BEGINNING AT A POINT NORTH 65.0 FE	ET FROM THE SOUTHWEST C					
Deed of Reconveyence	03/14/2007 03:59:19 PM, Parcel Numb	r: 1-75-A-1-A-6 Related: 00798128 To: BRINKERHOFF CAREY W.	View Image Add to My Images				
20070013085	From: U S BANK	And to key images					
	Subdivision: IVINS TOWN SURVEY BLK FR 10 (I) Block: F 10 Plat: A000						
	BEG AT A PT N 65 FT FM SW COR LOT 8	2 CRIMSON CLIFFS ADDIT					

### **Davis County**

Grantora	Grantees	Instrument - Amount	Entry 3 . Book/Page	D.D.F./T.O.F.	0.01	Affects
HULSE, MARDELL LEROY & CAROLYN	MARDELL HULSE MINI SUBDIVISION	SUBDIVISION PLAT \$0.00	1207829 2018/3193	11/13/2018	11/8/2018	
Parcel Number 02-129-0020	is a PARENT of 02-129-0040, 1	generation from 02-129	-0040.			
ZIONS FIRST NATIONAL BANK TR	HULSE MARDELL LEROY & CAROLYN	DEED OF RECONVEYANCE \$0.00	1097022 1788/1791	10/21/2013 2:45	10/07/2013 (1- page)	1264/067
ZIONS FIRST NATIONAL BANK TR	HULSE MARDELL LEROY & CAROLYN	DEED OF RECONVEYANCE \$0.00	842592 1264/1959	10/8/2003 11/34	9/24/2003 (2- pages)	0865/071
HULSE, MARDELL LERDY & CAROLYN	200NS FIRST NATIONAL BANK	DEED OF TRUST \$84,000.00	842192 1264/0670	10/6/2003 9:52	08/29/2003 (10- pages)	
FIRST INTERSTATE BANK OF UTAH NA TR	HULSE, MARDELL LERDY & CAROLYN	DEED OF RECONVEYANCE \$0.00	707310	2/10/1999 2.34	01/29/1999 (2- pages)	0570/205
HULSE, MARDELL LEROY & CAROLYN	ZIONS FIRST NATIONAL BANK NA	TRUST DEED \$70,000.00	705149 0865/0717	1/15/1999	01/12/1999 (9- pages)	
HECKMAN LAND TITLE COMPANY TR	HULSE, MARDELL LEROY & CAROLYN	FULL RECONVEYANCE \$0.00	596034 0601/0896	3/3/1994	02/24/1994 (1- page)	0169/013
FIRST INTERSTATE BANK OF UTAH NA TR	HULSE, MARDELL LEROY & CAROLYN	DEED OF RECONVEYANCE \$0.00	580516 0570/1055	7/21/1993	07/16/1993 (1- page)	0404/054
HULSE, MARDELL LEROY & CAROLYN	FIRST INTERSTATE BANK OF UTAH NA	TRUST DEED \$49,000.00	580515 0570/1051	7/21/1993	07/16/1993 (4- pages)	
FIRST INTERSTATE BANK OF UT TR	HULSE, MARDELL LEROY & CAROLY	DEED OF RECON \$0.00	502209 0404/0547	5/15/1987 10:48	05/15/1987 (1- page)	0246/057
HULSE, MARDELL LEROY & CAROLYN	FIRST INTERSTATE BANK OF UT NA	DEED OF TRUST \$22,000.00	502208 0404/0543	5/15/1987 10:47	05/11/1987 (4- pages)	
FIRST INTERSTATE BANK OF	HULSE, MARDELL LERDY & CAROLYN	REQUEST FOR NTC \$0.00	502995 0404/0107	5/8/2987 4/45	(1-page)	0169/012
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**Weber County** 

### **Washington County**

### **Cache County**

### **Abstract Examples**

### Warranty Deed

Grantor conveys & warrants the title with 5 statutory covenants:

- the grantor lawfully owns fee simple title to and has the right to immediate possession of the premises;
- the grantor has good right to convey the premises;
- the grantor guarantees the grantee, the grantee's heirs, and assigns in the quiet possession of the premises;
- 4. the premises are free from all encumbrances;
- 5. the grantor, the grantor's heirs, and personal representatives will forever warrant and defend the title of the premises in the grantee, the grantee's heirs, and assigns against all lawful claims whatsoever.

### Trustee's Deed

A conveyance without covenant or warranty, expressed or implied, given to the grantee following a trustee's sale.

### Personal Representative's, Guardian's, or Conservator's Deed

Conveyances made without covenant or warranty by approved representatives named in decrees or letters issued by the court.

Evidence of capacity of the grantor is attached to the conveyance.

### **Divorce Decree**

A certified copy of a decree of divorce can be recorded as a conveyance if the legal description and parcel number for the property is included in the decree.

### Grant Deed

The effect of a grant deed is not enumerated in the Utah Code. If recorded, a grant deed has the effect of a quit claim deed.

### **Special Warranty Deed**

Grantor conveys & warrants the title with 2 statutory covenants:

- the granted property is free from all encumbrances made by that grantor; and
- the grantor, the grantor's heirs, and personal representatives will forever warrant and defend the title of the property in the grantee, the grantee's heirs, and assigns against any lawful claim and demand of the grantor and any person claiming or to claim by, through, or under the grantor.

### Quit Claim Deed

A conveyance without warranty of all right, title, interest, and estate of the grantor

### **Sheriff's Deed**

A conveyance without covenant or warranty, expressed or implied, given to the grantee following a sheriff's sale.& 6-month redemption period

### **Revocable Transfer on Death Deed**

A conveyance without warranty where the grantor's interest in real property transfers to named beneficiaries.

Deed must be executed with the completed form Deed can be revoked by recording a revocation, recording a new transfer on death deed, or transferring the property to someone else during the grantor's lifetime.

### Tax Deed

A conveyance without warranty from the county to the high bidder from a property tax sale.

- 1. Tax deeds do not extinguish creditor rights
- 2. Tax deeds are not insurable & title underwriters require quiet title actions after tax sales.

### Patent

A conveyance of real property from the Federal Government



Conveyance Types-Utah Code Title 57, Chapter 1