



# Foreclosing Mortgages & Deeds of Trust (CORE)

Judicial & Non-Judicial Proceedings

Real Estate Class #RC240612

Tucker Hodgson - Continuing Education Instructor #6728570-CE10

WHAT IS  
FORECLOSURE



# Foreclosure Types

- **Property Tax Sales (Clerk/Auditor)**
- Judicial Foreclosure (Court/Sheriff)
- Trustee Sale (Attorney/Title Co.)



**AUCTION**



**FORECLOSURE**

# Foreclosure Avoidance from the CFPB

## Rules for Lenders:

1. “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.**”

2. “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**”

# Foreclosure Avoidance from the CFPB

- “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.

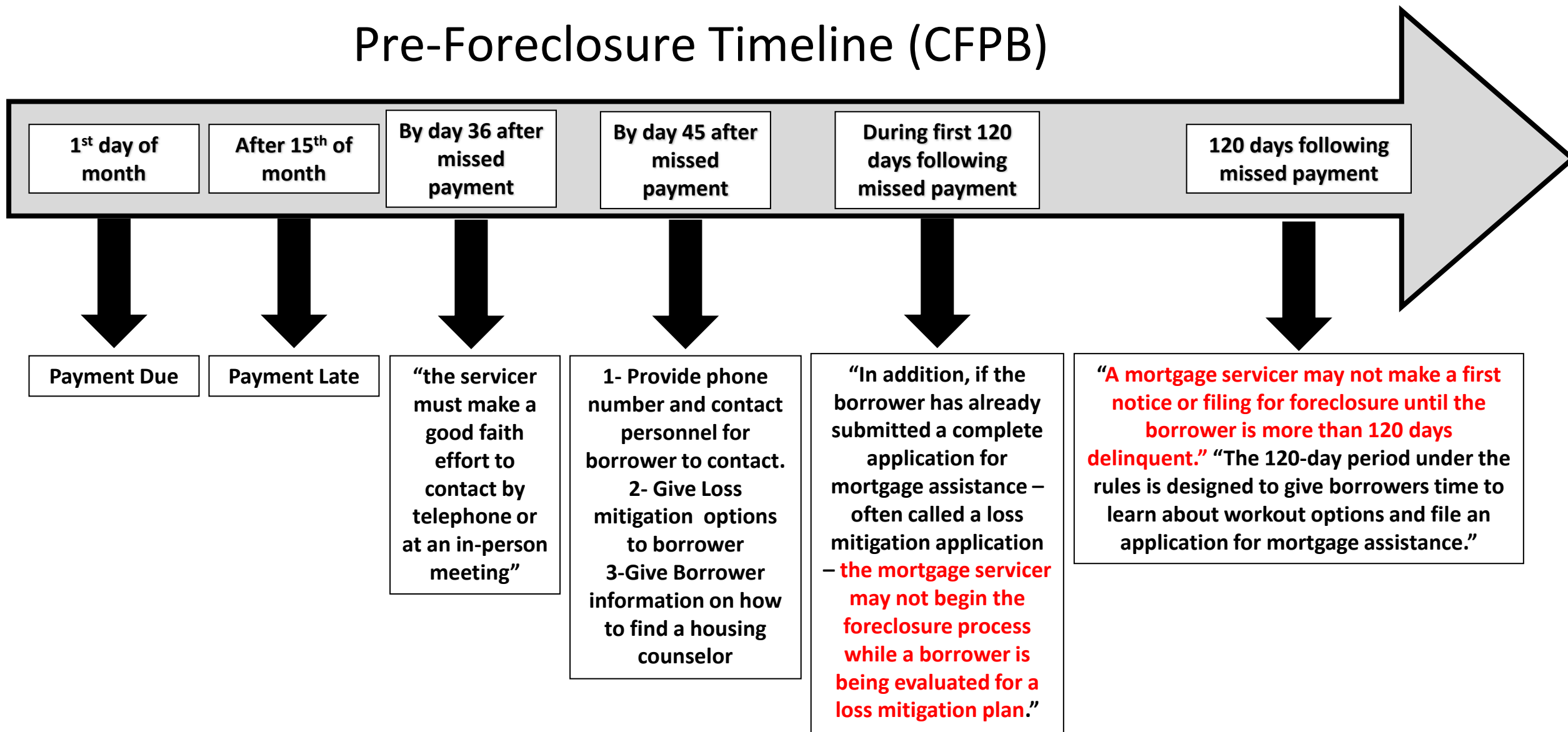
# Additional Servicer Requirements

“The CFPB rules require servicers to assign personnel to help delinquent borrowers and to make sure those employees, among other things, give accurate information, explain workout options, for workout options, tell the borrower the status of a loss mitigation application, and be able to quickly locate the written information the borrower has submitted in connection with a loss mitigation application.”

**Personnel**

**Systems**

# Pre-Foreclosure Timeline (CFPB)





# 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 for which a default trustor may apply, if the beneficiary or servicer offers foreclosure relief.

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

(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 applies; and**

(d) **notify 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 [57-1-25](#) 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).

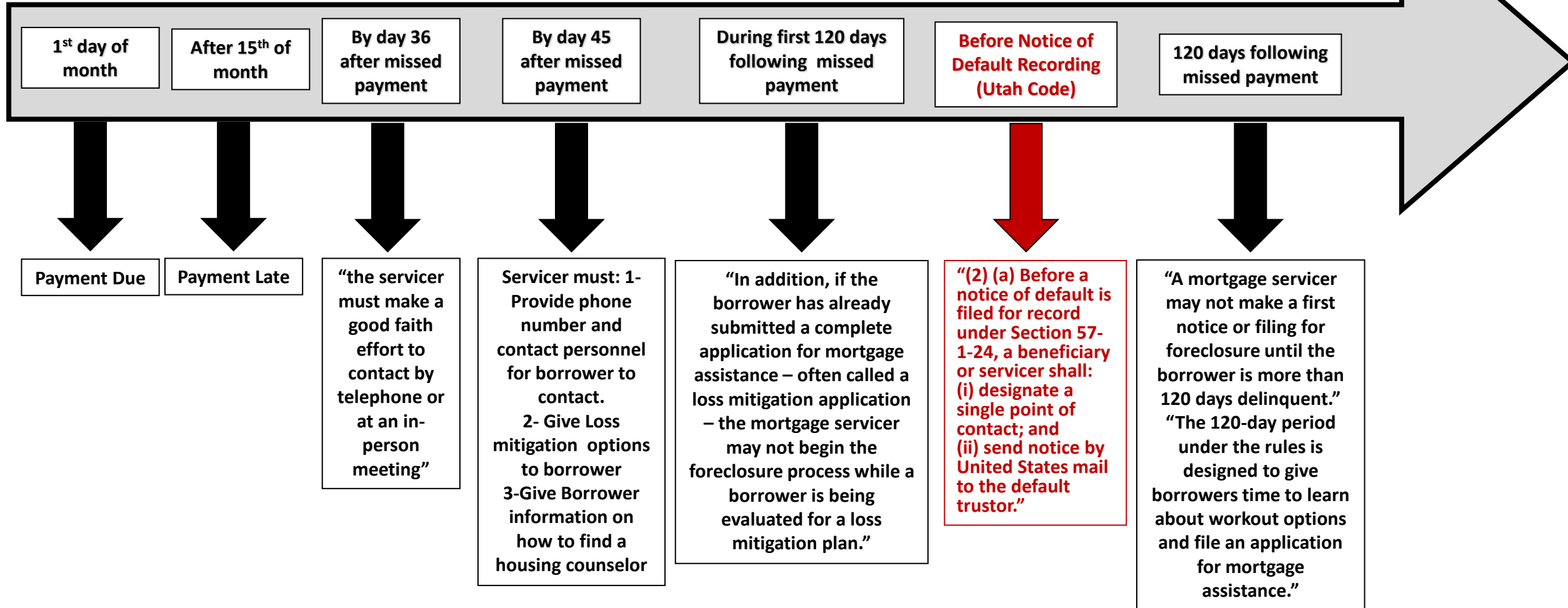
(7) A beneficiary or servicer may cause a notice of a trustee's sale to be given with respect to the trust property of a default trustor who has applied for foreclosure relief if, in the exercise of the sole discretion of the beneficiary or servicer, the beneficiary or servicer:

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

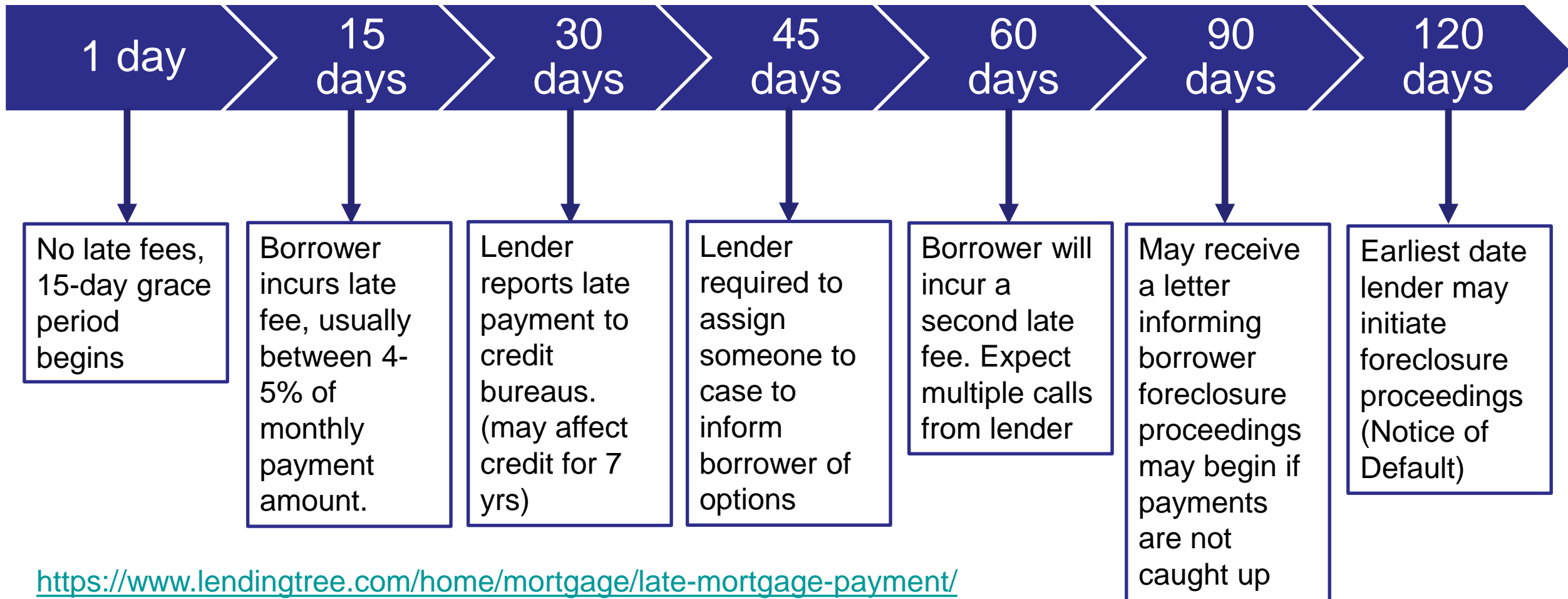
(b) elects not to enter into a written agreement with the default trustor to implement the foreclosure relief.

# Pre-Foreclosure Timeline (CFPB & **Utah Requirements**)

## Pre-foreclosure (120 days minimum)



# Pre-foreclosure – Lender communication to borrower



<https://www.lendingtree.com/home/mortgage/late-mortgage-payment/>

# Pre-foreclosure - Borrower options prior to initiation of foreclosure

1 day

15 days

30 days

45 days

60 days

90 days

120 days

1. **Regular Sale**: Sell the property & pay off balance of mortgage. If the property is under-water a **Short Sale** may be an option after Notice of Default recording.
2. **Payment Arrangement or Forbearance**: The borrower can inquire with their lender about setting up a payment arrangement or forbearance plan. These options may allow for a temporary reduction or suspension of payments, giving the borrower some time to catch up on the missed payment(s).
3. **Loan Modification**: If the borrower is experiencing financial hardship, they can explore the possibility of a loan modification. This involves modifying the terms of the mortgage, such as adjusting the interest rate, extending the loan term, or adding missed payments to the end of the loan. Loan modifications are typically subject to lender approval and may require providing financial documentation.
4. **Refinancing**: If the borrower's financial situation allows, they may consider refinancing their mortgage. This involves replacing the existing mortgage with a new loan that has more favorable terms, such as a lower interest rate or longer repayment period. Refinancing can help lower monthly payments and potentially address any delinquency.
5. **Deed-in-lieu of Foreclosure**: A deed-in-lieu of foreclosure is an arrangement where you voluntarily turn over ownership of your home to the lender to avoid the foreclosure process. A deed-in-lieu of foreclosure may help you avoid being personally liable for any amount remaining on the mortgage.

[https://files.consumerfinance.gov/f/documents/cfpb\\_adult-fin-ed\\_how-to-avoid-foreclosure.pdf](https://files.consumerfinance.gov/f/documents/cfpb_adult-fin-ed_how-to-avoid-foreclosure.pdf)

# Learn about forbearance (CFPB Definition)

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*“Forbearance is when your mortgage servicer or lender allows you to temporarily pay your mortgage at a lower payment or pause paying your mortgage. You will have to pay the payment reduction or the paused payments back later.*

*Forbearance can help you deal with a hardship, such as, if your home was damaged in a flood, you had an illness or injury that increased your healthcare costs, or you lost your job. Forbearance does not erase the amount you owe on your mortgage. You will have to repay any missed or reduced payments.”*

<https://www.consumerfinance.gov/ask-cfpb/what-is-forbearance-en-289/>



# Learn about repayment plans (CFPB Definition)

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*“A repayment plan is a structured way to make up your missed mortgage loan payments over a period of time.*

*If you are behind on your mortgage payments, your lender or servicer may allow you to enter into a repayment plan. If you have been in mortgage forbearance, you will need to go on a repayment plan once forbearance ends.”*

*“Before choosing a repayment plan, make sure you understand the requirements of the plan and whether you will be able to make the new payments. Don’t sign anything until you’re sure you understand what you are agreeing to do.”*

From: <https://www.consumerfinance.gov/ask-cfpb/my-lender-or-servicer-said-i-could-go-on-a-repayment-plan-what-does-that-mean-en-280/> Accessed 5-26-2023

# Loan Modification Types/Programs

Loan modification program	What assistance does it offer?	Who can use it?
<b>FHA loan modification</b>	Allows for the use of a partial claim up to 30% of the unpaid principal balance as of the date of default combined with a loan modification	Current FHA loan borrowers
<b>Fannie Mae/Freddie Mac Flex Modification</b>	Reduces mortgage payments (principal and interest reduction) by 20%, and may include a lower interest rate	Conventional mortgage holders with a Fannie Mae- or Freddie Mac-owned loan
<b>VA loan modification</b>	Allows you to add the missed mortgage payments and related legal costs to your loan balance, plus new mortgage payment schedule is set	Current VA loan borrowers





## Below are some considerations in dealing with deeds-in-lieu:

1. Deeds-in-lieu being re-characterized as an equitable mortgage.
2. Setting aside the conveyance (deed-in-lieu) as a fraudulent conveyance or preferential transfer under federal bankruptcy or state fraudulent transfer laws.
- 3. Most lenders won't accept deeds-in-lieu unless there are no other liens, and an appraisal has established there is not equity. Title companies typically want to see a copy of the appraisal showing the value to be less than the debt.**
4. Sophisticated lenders want a settlement agreement, deed with non-merger language, assignments, estoppels, etc.
5. Some lenders will give a "covenant not to sue" rather than release the note.
6. Consideration for a deed-in-lieu can be a release of personal liability, or some kind of forbearance from exercising statutory or contractual rights (i.e., foreclosure.)
- 7. Some lenders keep the trust deed/mortgage of record until subsequent sale to (a) provide consideration, (b) maintain priority over subordinate liens, (c) preserve its first lien position in the event the conveyance is set aside for some reason (i.e., fraudulent conveyance, etc.), and (d) avoid argument by borrower or other creditor that the trust deed/mortgage has been discharged and is void because the underlying note has been canceled.**

<https://www.consumerfinance.gov/ask-cfpb/what-is-a-deed-in-lieu-of-foreclosure-en-291/#:~:text=A%20deed%2Din%2Dlieu%20of%20foreclosure%20is%20an%20arrangement%20where,amount%20remaining%20on%20the%20mortgage.>



Sheriff's Sale



Trustee's Sale

# COLLATERAL





## THE ROAD NOT TAKEN

Two roads diverged in a yellow wood,  
And sorry I could not travel both  
And be one traveler, long I stood  
And looked down one as far as I could  
To where it bent in the undergrowth;

Then took the other, as just as fair,  
And having perhaps the better claim  
Because it was grassy and wanted wear,  
Though as for that the passing there  
Had worn them really about the same,

And both that morning equally lay  
In leaves no step had trodden black.  
Oh, I marked the first for another day!  
Yet knowing how way leads on to way  
I doubted if I should ever come back.

I shall be telling this with a sigh  
Somewhere ages and ages hence:  
Two roads diverged in a wood, and I,  
I took the one less traveled by,  
And that has made all the difference.

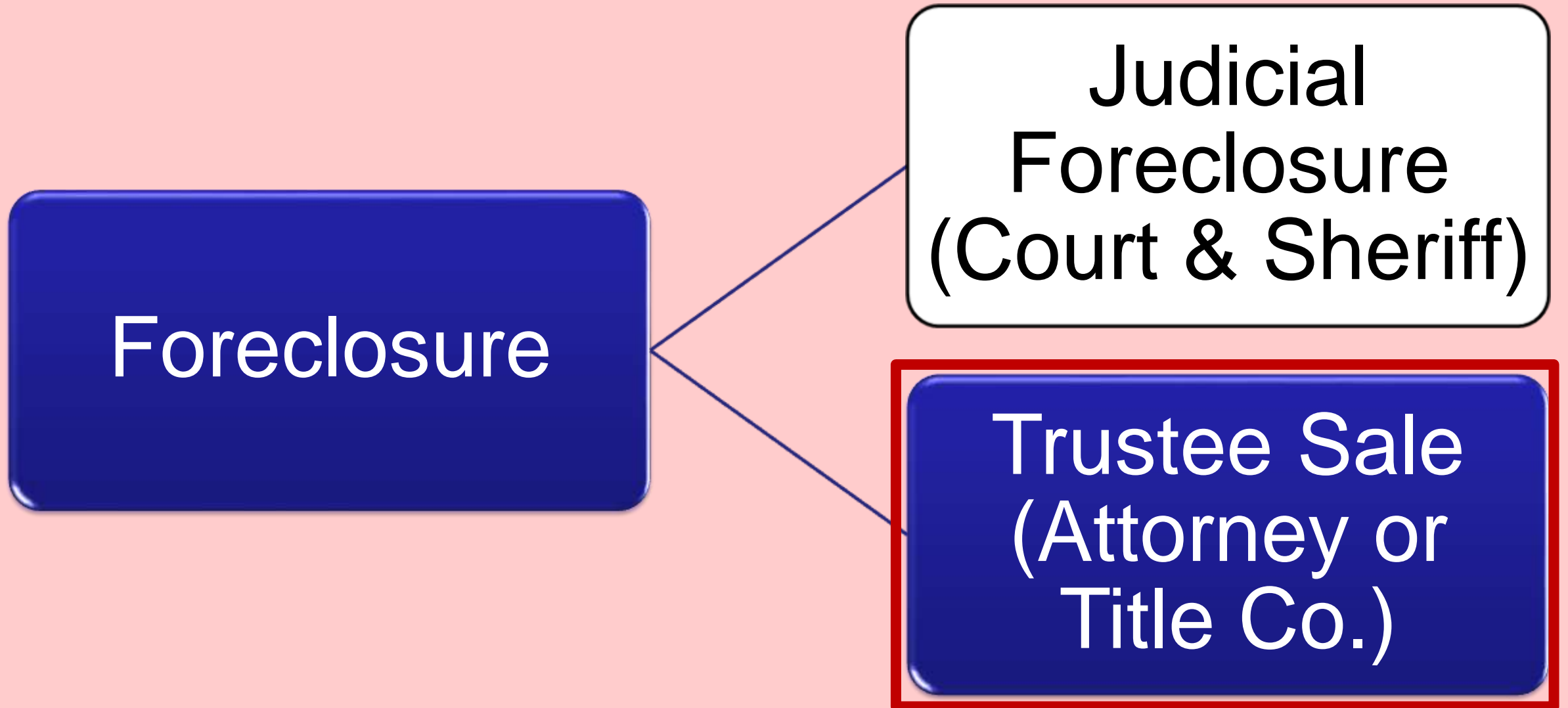
Judicial Foreclosure  
(Court & Sheriff)

By Robert Frost - Hathitrust: By Robert Frost - Hathitrust:  
<https://babel.hathitrust.org/cgi/pt?id=chi.19147394&view=1up&seq=235&skin=2021> ,  
Public Domain, <https://commons.wikimedia.org/w/index.php?curid=109241348>



Borrower documents  
signed at settlement

# Foreclosure – 2 Tracks




# Judicial Foreclosure



- Mortgages
- Construction service liens, judgments, and HOA liens can be judicially foreclosed
- Deeds of trust can be foreclosed judicially
- Judicial foreclosure can be used to remove clouds on title.
- Like a quiet title action

# Mortgages

- Real property used as collateral
- Document of 2 parties
  - Mortgagor- Debtor
  - Mortgagee- Note holder or lender
- Because mortgage require a judicial foreclosures, they are no longer common

  
\*W2536611\*

Mortgage Prepared and Requested by:  
Beehive Bail Bonds.  
Please Return to : Beehive Bail Bonds  
268 East 500 South, SLC, UT 84111  
801-328-3329

EN 2536611 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
05-AUG-11 11:56 AM FEE \$11.00 DEP JRM  
REC FOR: BEEHIVE BAIL BONDS

**MORTGAGE**

Mortgagor

Jose Alberto Palacios  
3504 Jefferson Ave  
Of Ogden UT 84403, County of Weber, State of Utah, Hereby  
MORTGAGE to BEEHIVE BAIL BONDS of 268 East 500 South, Salt Lake City, Utah 84111 mortgagee

For the sum of \$10,000<sup>00</sup> Ten thousand and 00/100 DOLLARS  
The following described tract of land in Weber County, State of Utah:  
Parcel # 05-062-0001101

ALL OF LOT 1 AND THE NORTH 9 FEET OF LOT 2, BLOCK 15, LAKEVIEW  
ADDITION, OGDEN CITY, WEBER COUNTY, UTAH

\*Stop, Read, Understand before signing. You are securing a Lien on your property.  
This mortgage is given to secure the following indebtedness:

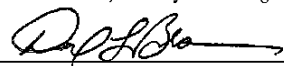
This note is security on bail bond written for Ernesto Espinoza  
To guarantee all court appearances and court orders, any and all bond fees owed, any and all collection costs and any and all arrest fees. The mortgagor agrees to pay all taxes and assessments on said premises, and a reasonable attorney's fee in case of foreclosure.


Witness the hand of said mortgagor, this 3<sup>rd</sup> day of August 20 11

State of Utah Signature of Mortgagor(s) Jose A Palacios  
County of Salt Lake

on the 3<sup>rd</sup> day of August 20 11

Personally appeared before me Jose Alberto Palacios  
The signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public 

  
NOTARY PUBLIC  
DAVID L. BROWN  
Commission No. 662866  
Commission Expires  
MAY 3, 2014  
STATE OF UTAH



# MORTGAGE

Mortgagor

Jose Alberto Palacios  
3504 Jefferson Ave  
Of Ogden UT 84403  
MORTGAGE to BEEHIVE BAIL BONDS of 268 East 500 South, Salt Lake City, Utah 84111

, County of Weber, State of Utah. Hereby  
mortgagee

Mortgagor - Debtor  
Mortgagee - Creditor

The following described tract of land in Weber County, State of Utah:  
Parcel # 05-062-000104

ALL OF LOT 1 AND THE NORTH 9 FEET OF LOT 2, BLOCK 15, LAKEVIEW  
ADDITION, OGDEN CITY, WEBER COUNTY, UTAH

\*Stop, Read, Understand before signing. You are securing a Lien on your property.  
This mortgage is given to secure the following indebtedness:

This note is security on bail bond written for Ernesto Espinoza  
To guarantee all court appearances and court orders, any and all bond fees owed, any and all collection costs and any and all arrest fees. The mortgagor agrees to pay all taxes and assessments on said premises, and a reasonable attorney's fee in case of foreclosure.

Witness the hand of said mortgagor, this 3rd day of August 2011

State of Utah  
County of Salt Lake

Signature of Mortgagor(s) Jose A Palacios

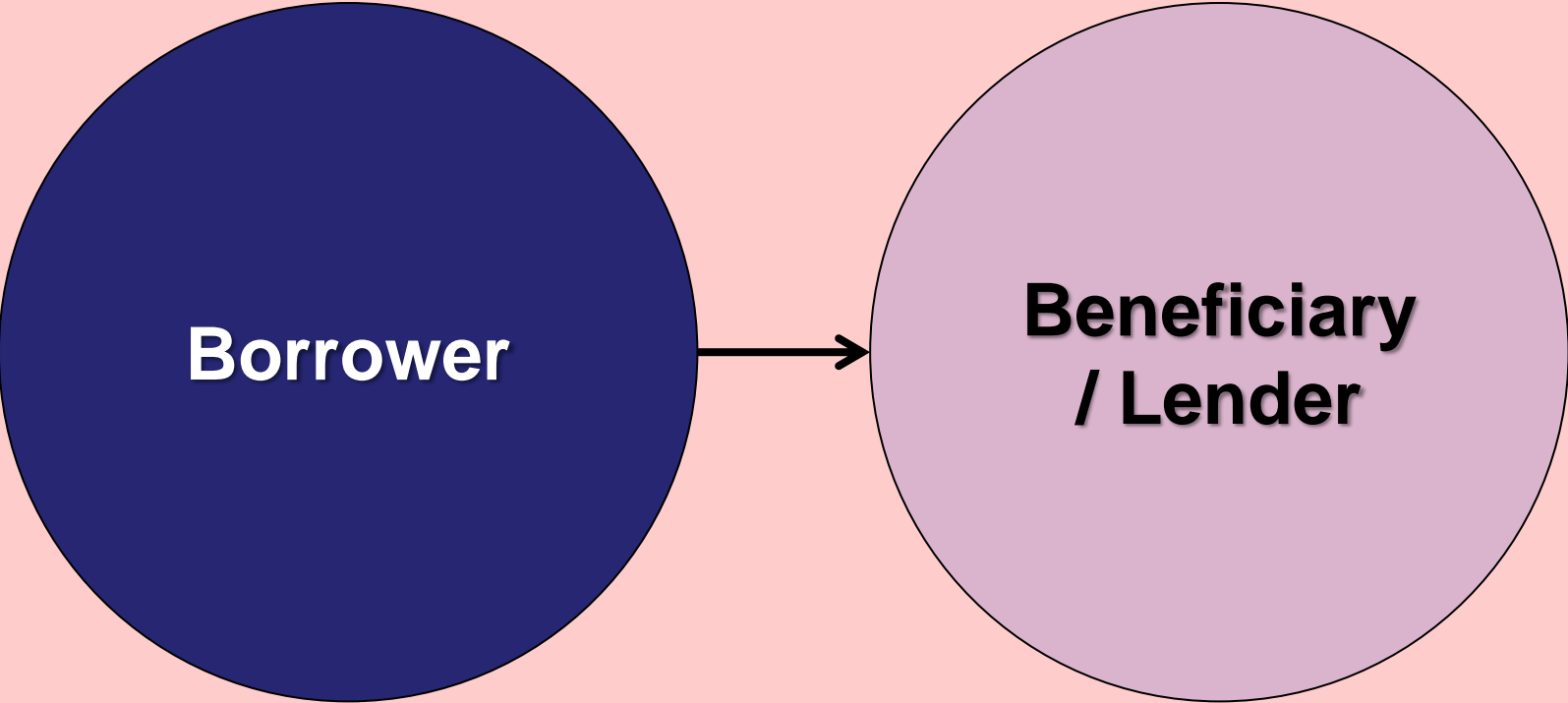
on the 3rd day of August 2011

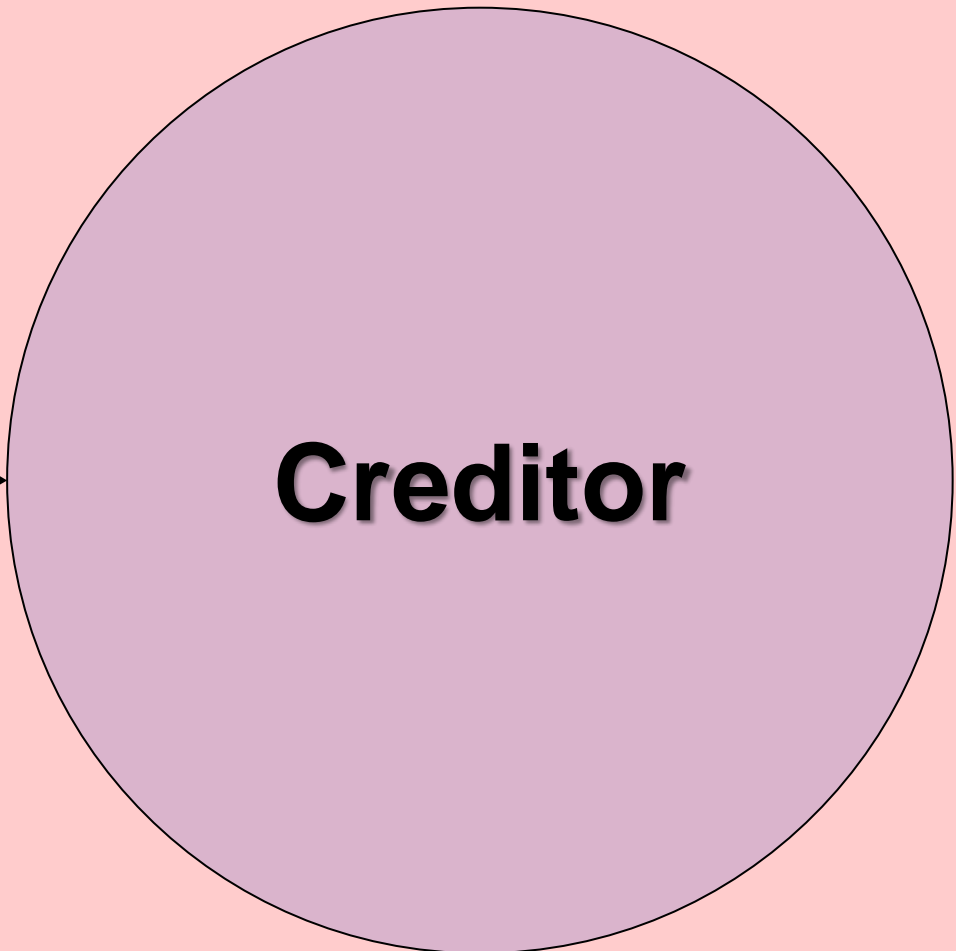
Personally appeared before me Jose Alberto Palacios  
The signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

*David L. Brown*








Judgment  
Homeowner (HOA & CSL)



mortgagee

manatee

  
 \*W2536611\*  
 EN 2536611 PG 1 OF 1  
 ERNEST D ROWLEY, WEBER COUNTY RECORDER  
 05-AUG-11 11:56 AM FEE \$11.00 REP JRM  
 REC FOR: BEEHIVE BAIL BONDS

Mortgage Prepared and Requested by:  
 Beehive Bail Bonds.  
 Please Return to : Beehive Bail Bonds  
 268 East 500 South, SLC, UT 84111  
 801-328-3329

**MORTGAGE**

Mortgagor

Jose Alberto Palacios  
 3504 Jefferson Ave  
 Ogden UT 84403 , County of Weber , St mortgagee by

MORTGAGE to BEEHIVE BAIL BONDS of 268 East 500 South, Salt Lake City, Utah 841 mortgagee

\$10,000<sup>00</sup>  
 For the sum of Ten thousand and 00/100 \_\_\_\_\_ DOLLARS  
 The following described tract of land in Weber \_\_\_\_\_ County, State of Utah:  
 Parcel # 05-062-000104 /

ALL OF LOT 1 AND THE NORTH 9 FEET OF LOT 2, BLOCK 15, LAKEVIEW  
 ADDITION, OGDEN CITY, WEBER COUNTY, UTAH

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 This mortgage is given to secure the following indebtedness:

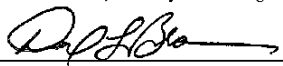
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 To guarantee all court appearances and court orders, any and all bond fees owed, any and all collection costs and any and all arrest fees. The mortgagor agrees to pay all taxes and assessments on said premises, and a reasonable attorney's fee in case of foreclosure.


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State of Utah \_\_\_\_\_ Signature of Mortgagor(s) Jose A Palacios  
 County of Salt Lake \_\_\_\_\_

on the 3<sup>rd</sup> day of August 20 11

Personally appeared before me Jose Alberto Palacios  
 The signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public 

  
 NOTARY PUBLIC  
 DAVID L. BROWN  
 Commission No. 682885  
 Commission Expires  
 MAY 3, 2014  
 STATE OF UTAH





\*W2965241\*

Know All Men By These Presents:

That: BEEHIVE BAIL BONDS of 268 East 500 South SLC, UT 84111  
 Does hereby certify and declare that a certain Mortgage Bearing date the 18<sup>th</sup> day of November 2013  
 Made and executed by **Jose Alberto Palacios**  
**Mortgagor(s)** therein, to Beehive Bail Bonds **Mortgagee(s)** therein and  
 Recorded on the 26<sup>th</sup> day of November 2013 In Entry 2666001 Book Page 1 of 1

In the office of the County Recorder of Weber County, State of Utah together with the debt thereby secured, *is fully paid, satisfied and discharged.*

Parcel # 05-062-0001

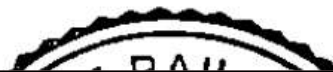
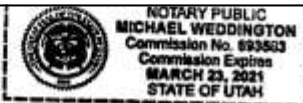
Legal: All of Lot 1 and the North 9 Feet of Lot 2, Block 15, Lakeview Addition, Ogden City, Weber County, Utah

I have set my hand and seal at Salt Lake County, Utah, the 29<sup>th</sup> day of January 2019

Signed, Sealed and Delivered in the Presence of

Beehive Bail Bonds

)  
)



Mort  
And  
268 E  
801-3  
mrw

Know  
Does  
Mort

Signe  
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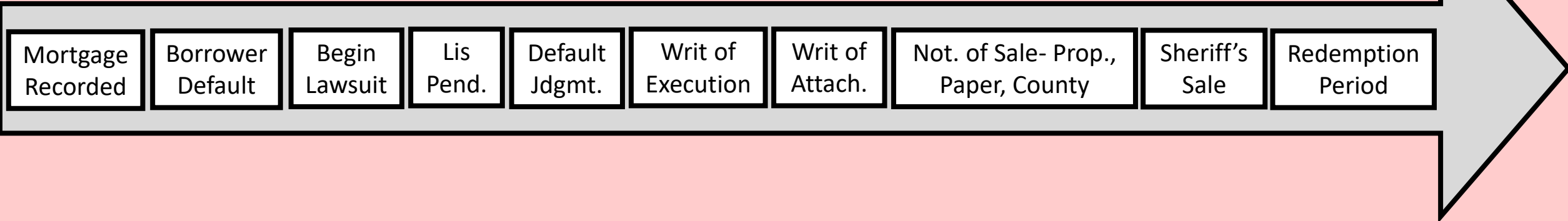
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# Judicial Foreclosure

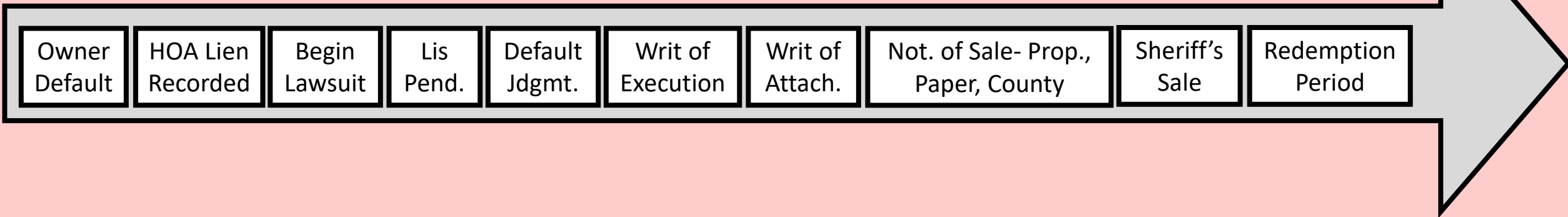


- Estimated to be multiples of the cost and take 3 times as long as a non-judicial foreclosure
- Approximate time needed is at least a year (including 6-month redemption period)
- Borrower reinstatement requires that actions must be filed with court
- All parties with interest in property must be served notice/summoned
- Notice is posted in 3 public places 20 days before sale and published for 3 consecutive weeks
- Auction conducted by county sheriff and title conveyed by Sheriff's Deed (no warranty)
- The property may be redeemed by the borrower or junior lienholders within 180 days by paying off the senior lien, plus an additional percentage by Rule.
- Title is unmarketable during the redemption period

# MORTGAGE - Judicial Foreclosure Timeline - Simplified Court Process



# HOA LIEN - Judicial Foreclosure Timeline - Simplified Court Process





# The Sheriff Sale



A sheriff's sale is a public auction conducted by the county sheriff

# Sheriff's Deed

RETURNED  
MAR 20 2003

E 1844613 1 3251 P 766  
RICHARD T. NAUGHAN, DAVIS CNTY RECORDER  
2003 MAR 20 2:33 PM FEE 12.00 DEP MEC  
REC'D FOR TRI STAR CONTRACTORS SERVICES

SHERIFF'S DEED

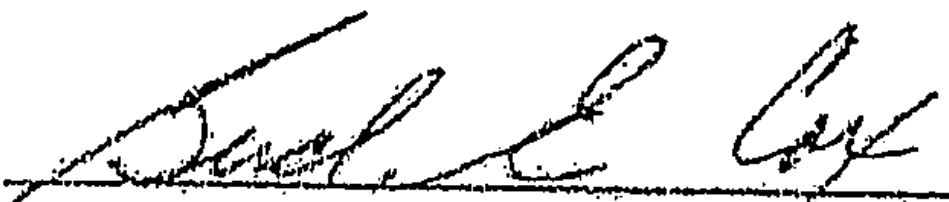
E 1844613 1 3251 P 767

The Grantee is the purchaser designated in the said Sheriff's Certificate of Sale,

The Grantee is the last assignee of the said Sheriff's Certificate of Sale as set forth in an assignment which was recorded with Filing No. 1844611 in Official Records Book 3251 page 767.

5 Accordingly, the Grantee is entitled under said Rule 69(j)(6) to a conveyance without warranty from the Davis County Sheriff.

IN WITNESS WHEREOF, Grantor has executed this Sheriff's Deed on the 17<sup>th</sup> day of March, 2003.

  
\_\_\_\_\_  
Bud E. Cox, Davis County Sheriff

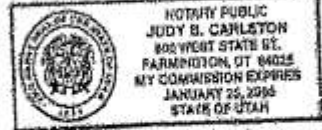
3 Upon receipt of the payment of the purchase price, Grantor issued a Sheriff's Certificate of Sale to Bonneville Billing & Collections, pursuant to Rule 69(i)(7), *Utah Rules of Civil Procedure*.

4 More than six (6) months have lapsed since the date of said sale, no redemption has been made, and Grantee is either the party designated in the Sheriff's Certificate of Sale or is the last redemptioner or assignee of and is the current owner and holder of record of the Sheriff's Certificate of Sale as follows (*check and complete on the following*):

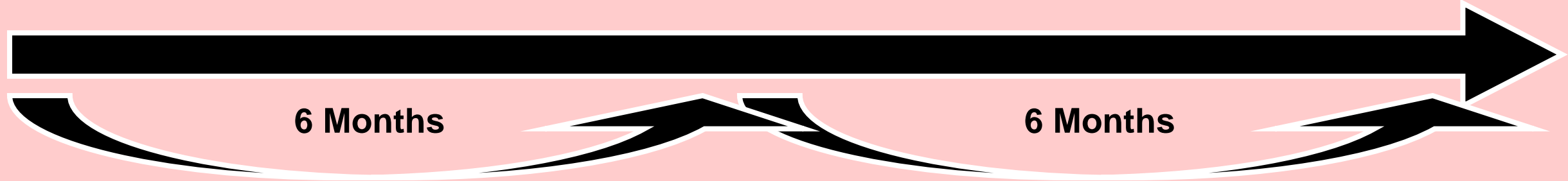
Sheriff's Deed 1

When recorded, please return to,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Judicial Foreclosure Timeline – 1 year (ish)



- Court Case

- Pleadings
- Court Appearances
- Evidence
- Court Calendar
- Sheriff Sale

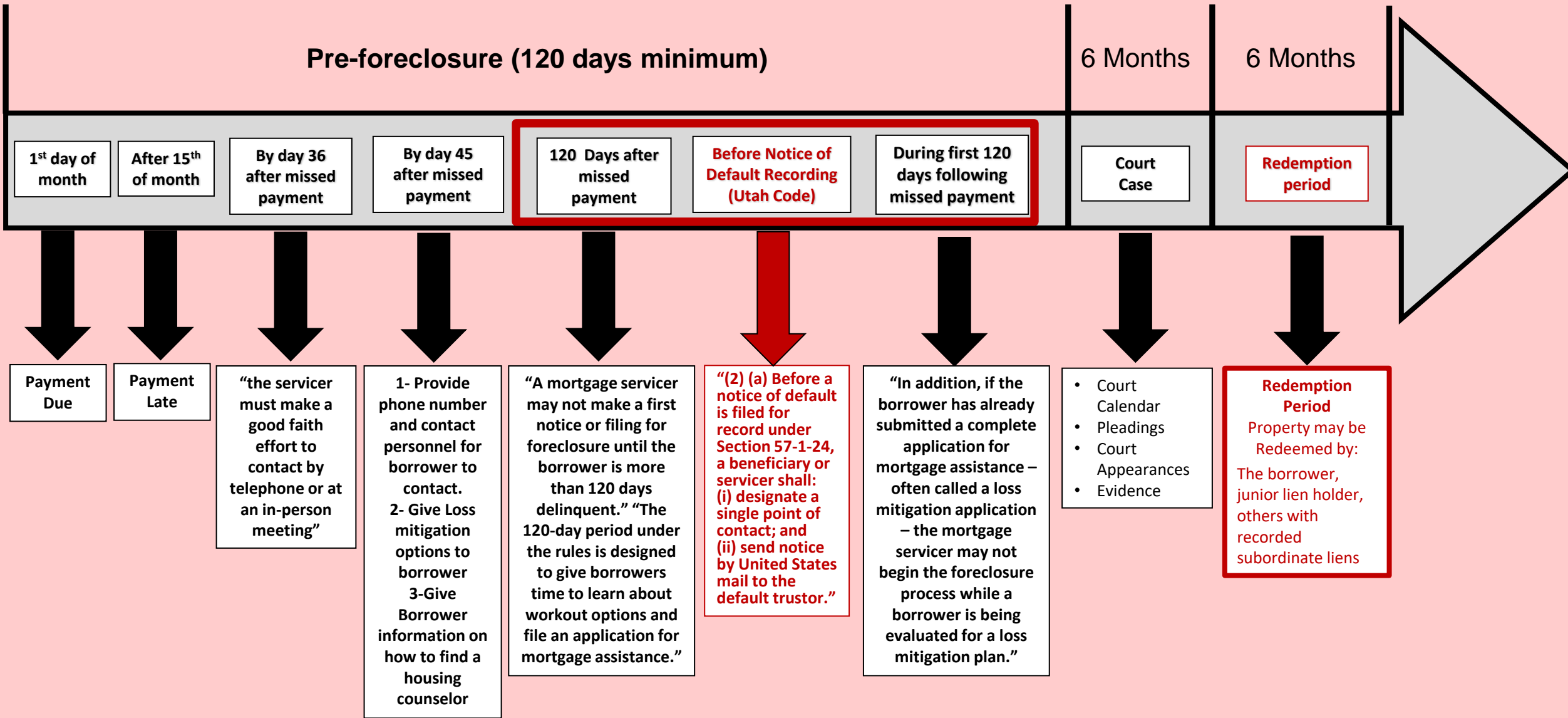
- Redemption Period

May be Redeemed by:

- Property Owner
- Junior Lien Holder/others with recorded subordinate liens

**Title is not marketable until termination of redemption period**

# Judicial Foreclosure Timeline w/CFPB & Utah Req's



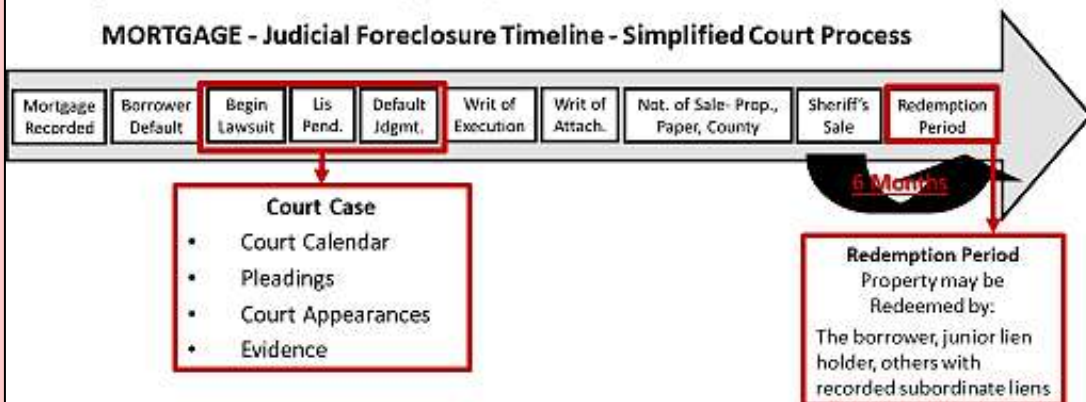
16-month minimum time frame (often much longer)

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



### Judicial Foreclosure Quick Facts

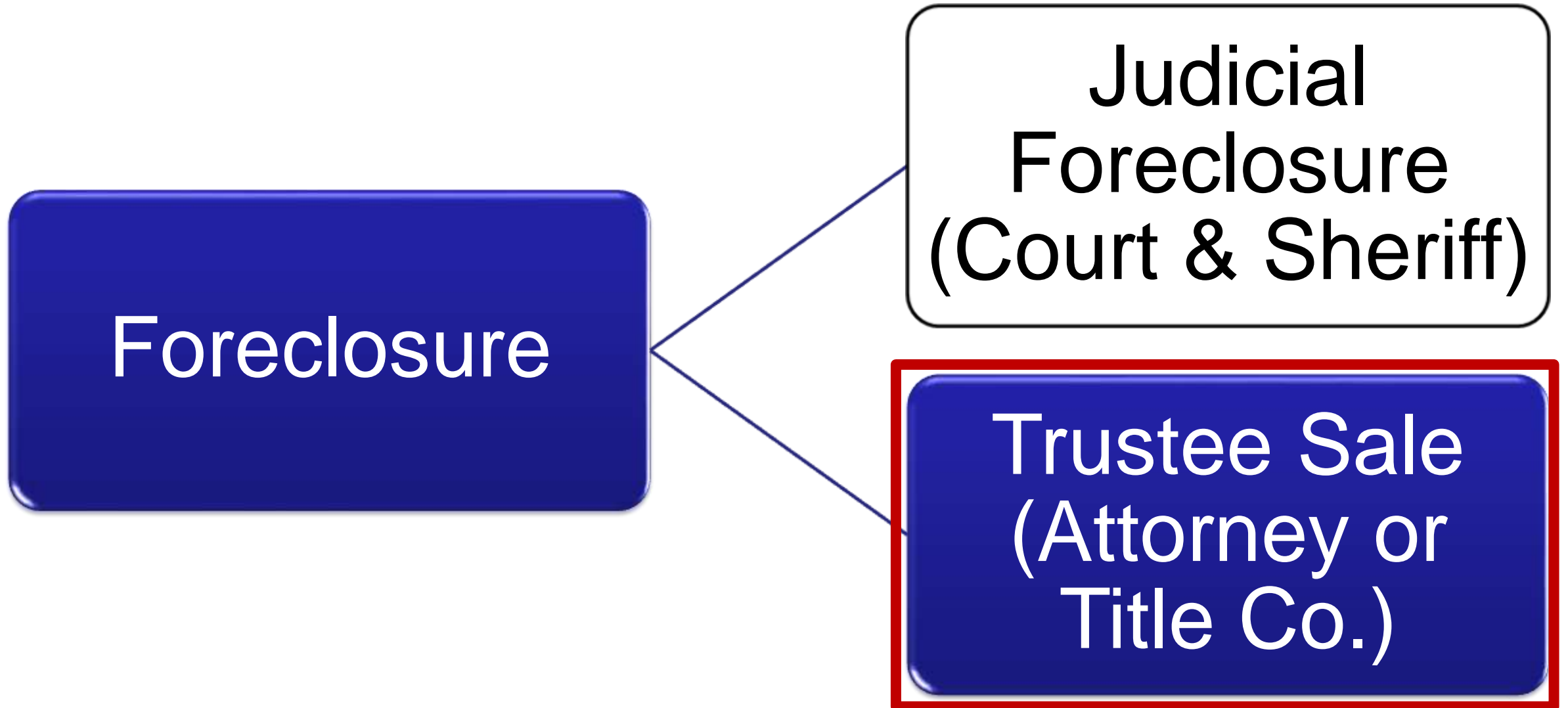
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- Auction conducted by county sheriff and title conveyed by Sheriff's Deed (no warranty)
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- Title is unmarketable during the redemption period



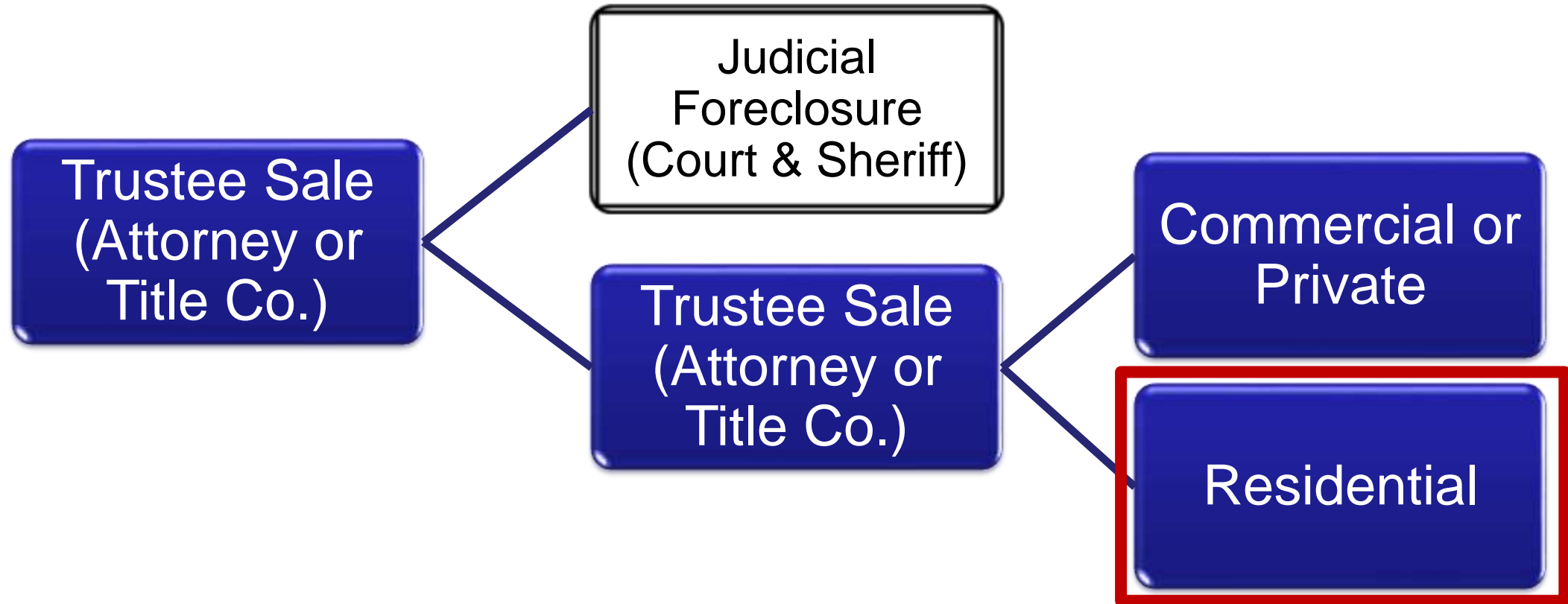
# On the road to a trustee's sale

Trustee Sale  
(Attorney  
or Title Co.)

# Foreclosure – 2 Tracks



# Notice of Default/Trustee Sale – 2 Tracks

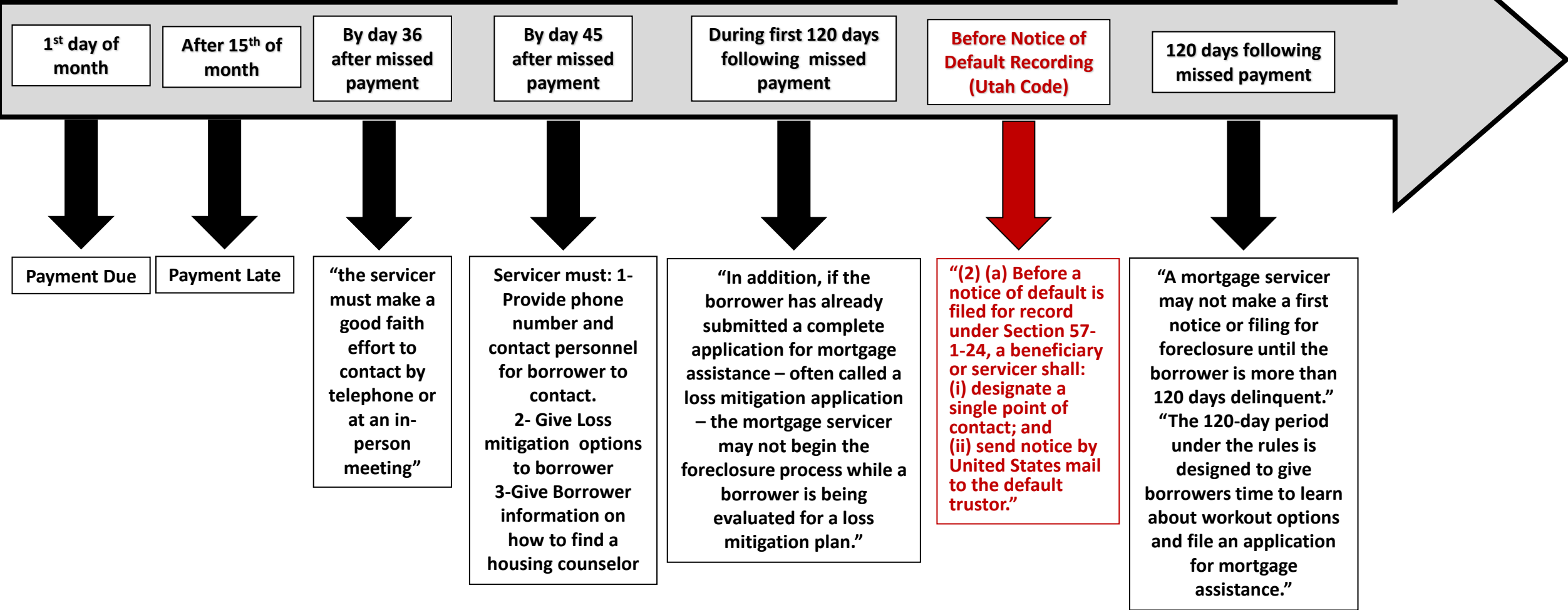




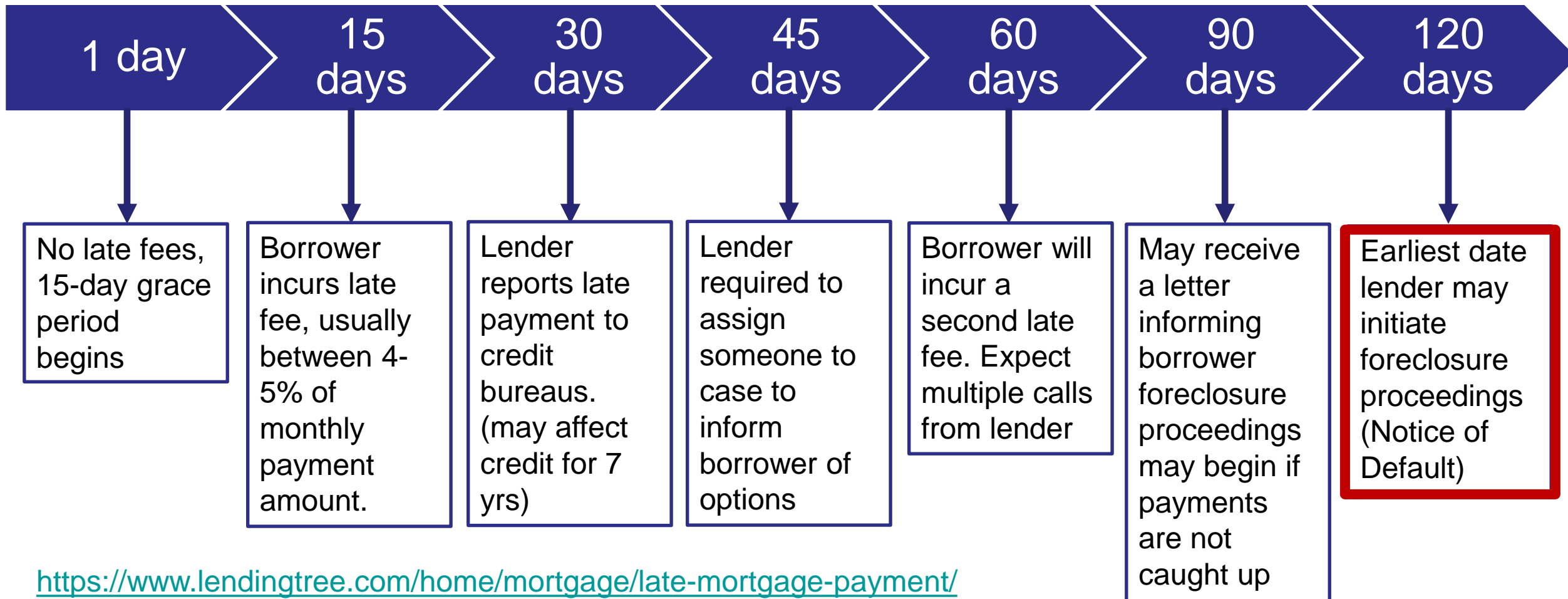


# Rules for Pre-Foreclosure Timeline (CFPB & **Utah Requirements**)

## Pre-foreclosure (120 days minimum)

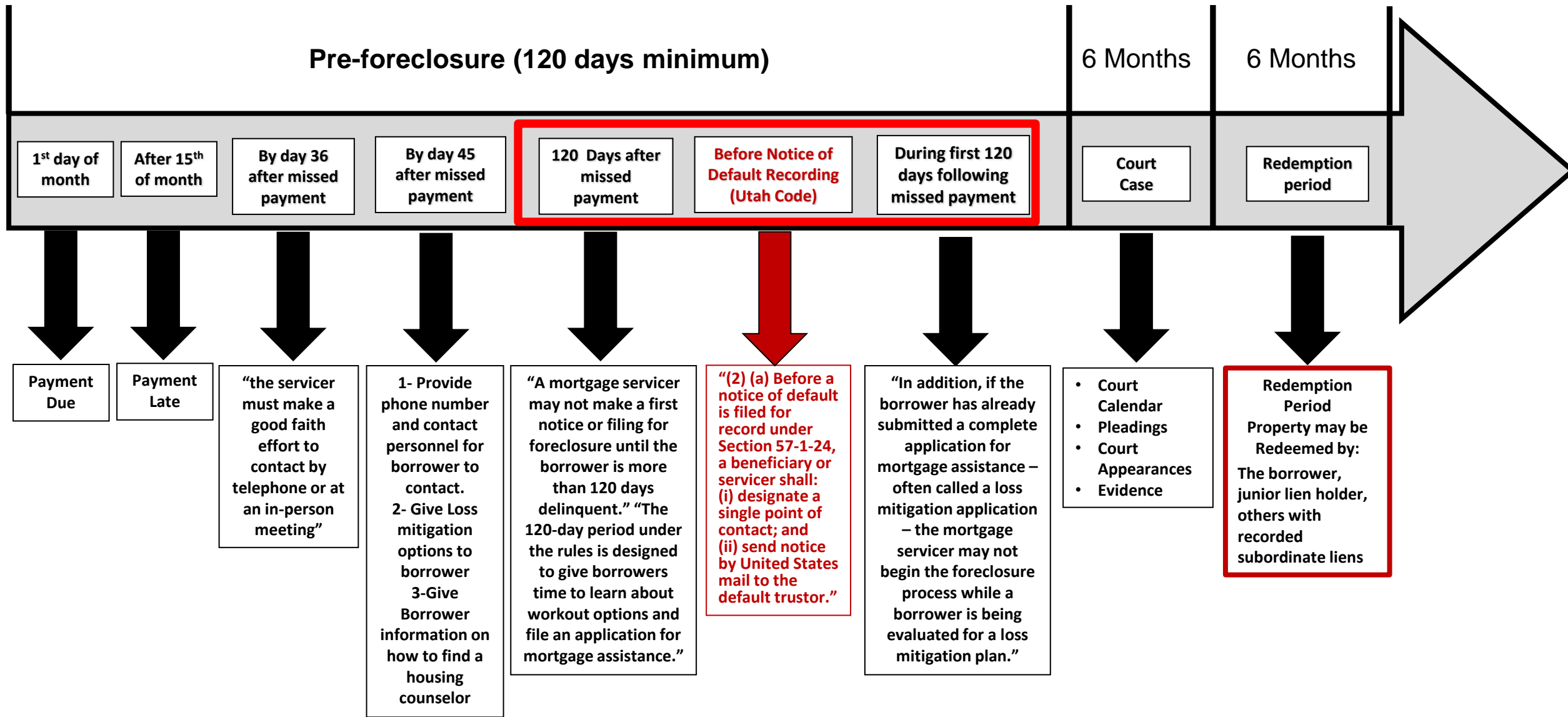


# Consequences still in play Pre-foreclosure – Lender/borrower communication



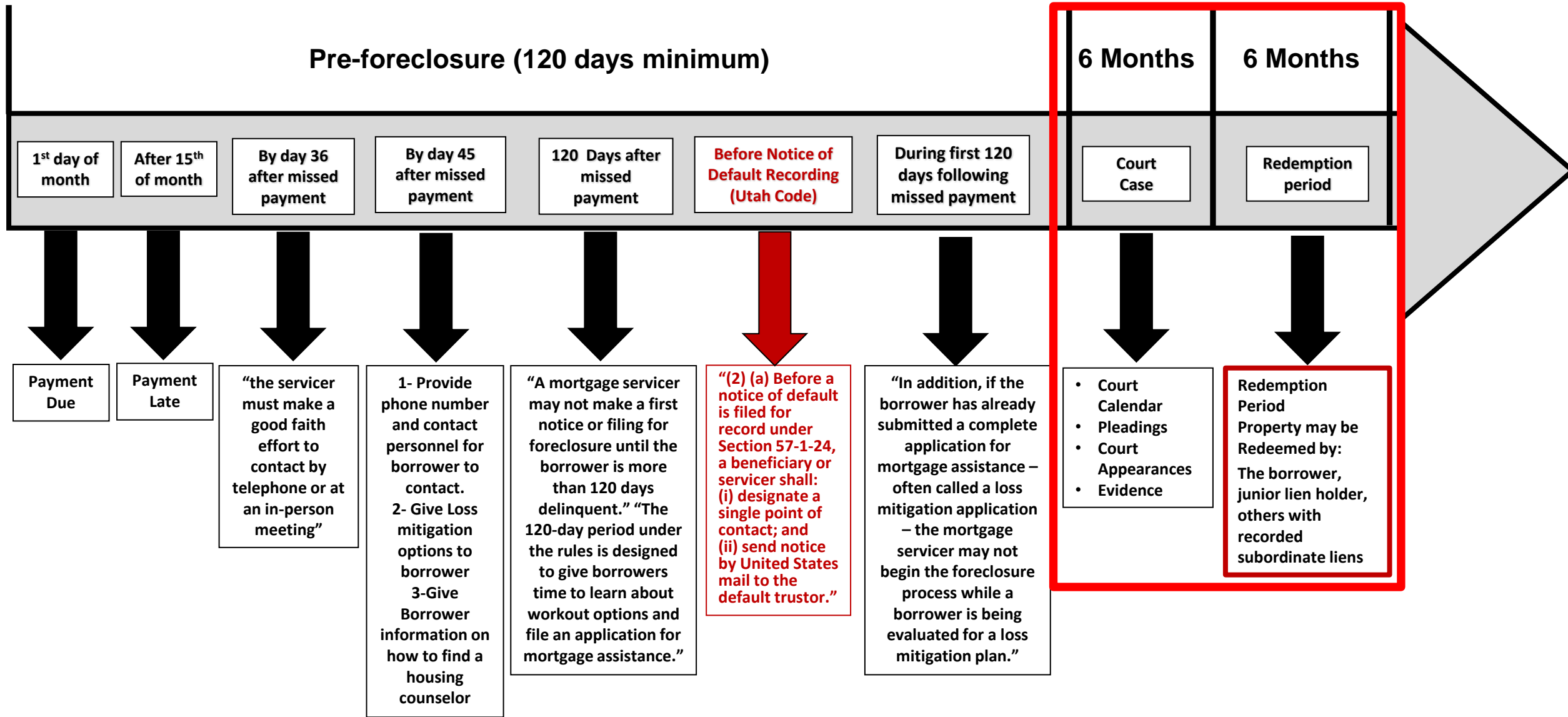
<https://www.lendingtree.com/home/mortgage/late-mortgage-payment/>

# Judicial Foreclosure Timeline w/CFPB & Utah Req's



16-month minimum time frame (often much longer)

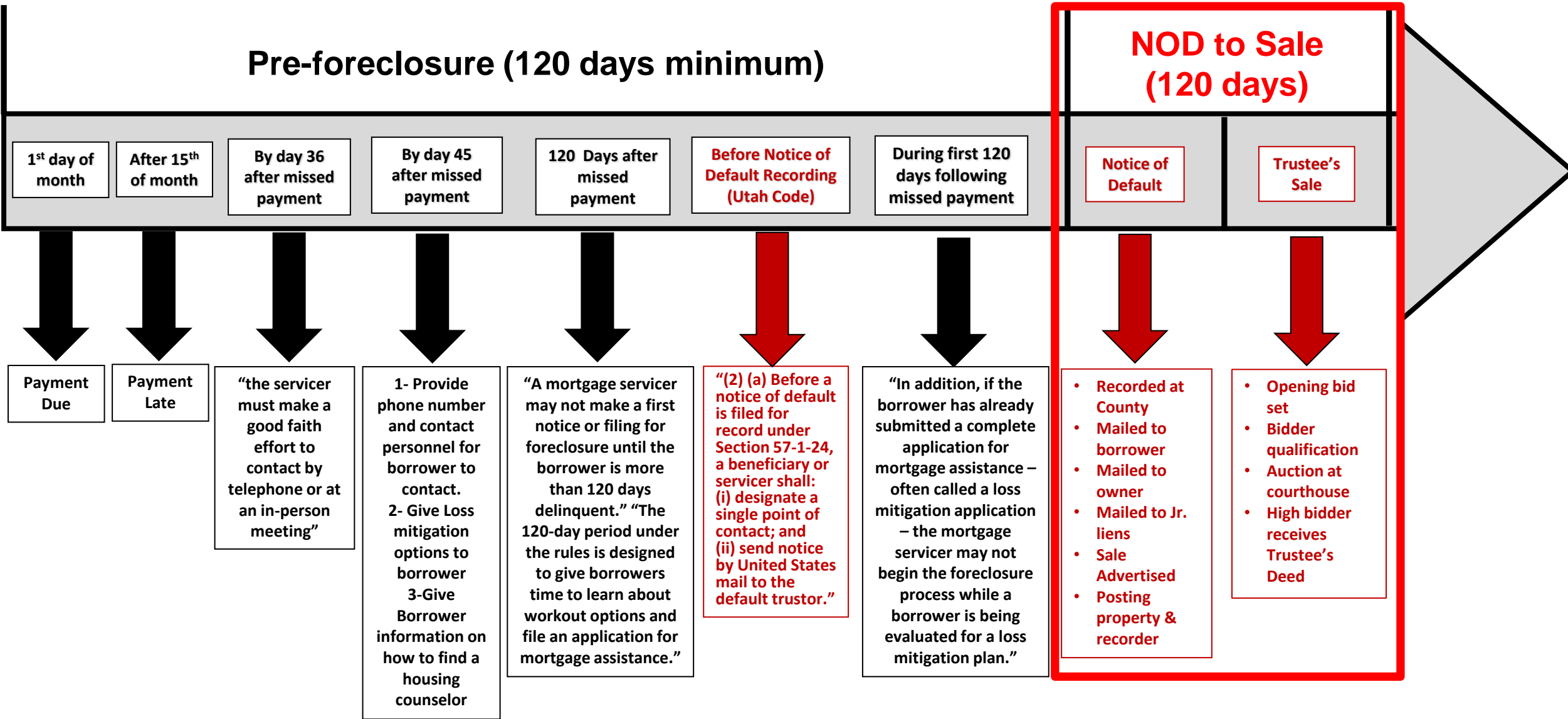
# Judicial Foreclosure Timeline w/CFPB & Utah Req's



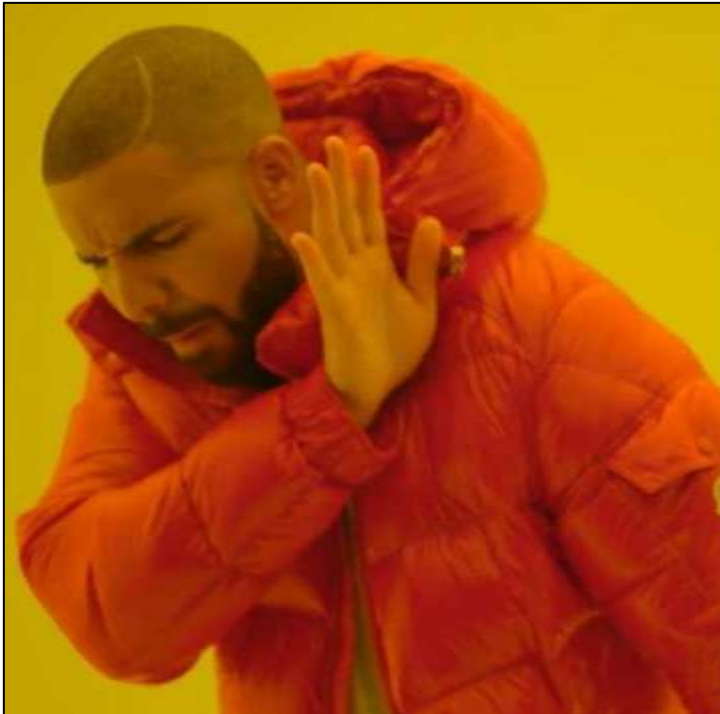
**16-month minimum time frame (often much longer)**

# Trustee Sale Timeline w/CFPB & Utah Req's

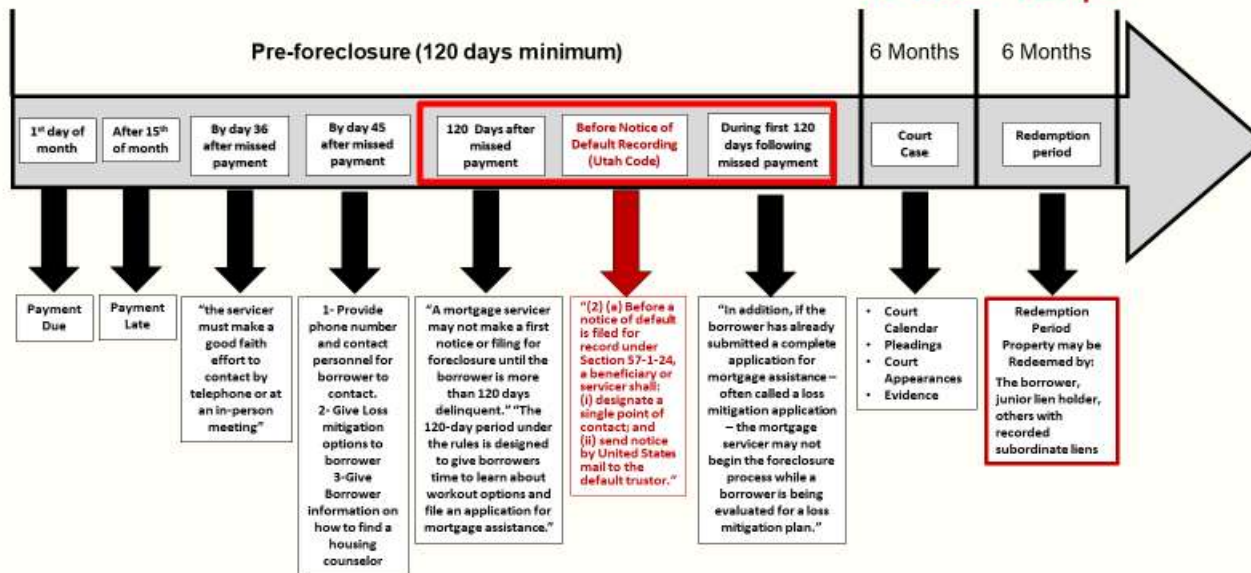
## Pre-foreclosure (120 days minimum)



8-month minimum time frame (often longer)



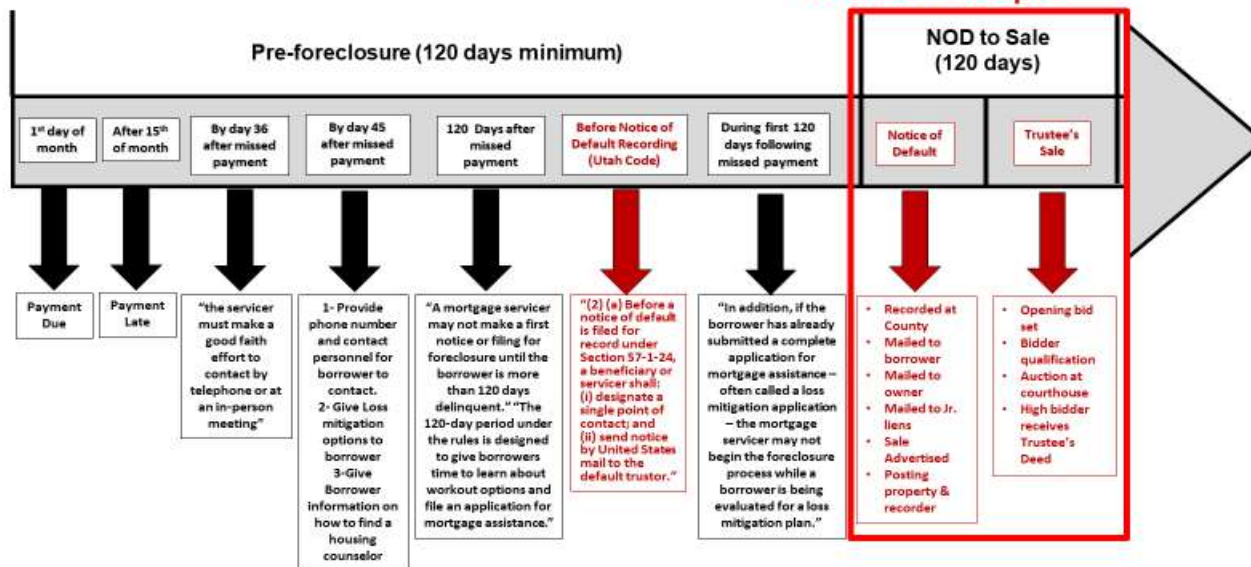
## Judicial Foreclosure Timeline w/CFPB & Utah Req's



16-month minimum time frame (often much longer)



## Trustee Sale Timeline w/CFPB & Utah Req's



8-month minimum time frame (often longer)



# Trustee's Sale

## **DEED OF TRUST**

### Non-Judicial Foreclosure

ctions of this document are defined below and other  
and 21. Certain rules regarding the usage of words

means this document, which is dated , together



# COLLATERAL





Borrower documents  
signed at settlement

# Trust Deed Note

NOTE

6/19/2005

Loan No.

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U. S. \$180,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Provident Funding Associates, L.P., A California Limited Partnership. I will make all payments under this Note in the form of cash, check or money order.

yearly rate of 6.750 %

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in

to me or delivered by other means.

(D) No Waiver By Note Holder

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Prepayment to the accrued and unpaid interest on the Prepayment account, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment, unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

MULTISTATE FIXED RATE NOTE - Single Family - Freddie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3200 01/01

Page 1 of 3

Borrowers Initials: \_\_\_\_\_

06/09/05 09:00:00 234 BYC  
0 - 01/09/05

Ver. 1

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

MULTISTATE FIXED RATE NOTE - Single Family - Freddie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3200 01/01

Page 2 of 3

Borrowers Initials: \_\_\_\_\_

06/09/05 09:00:00 236 PM  
0 - 01/09/05

Ver. 1

MULTISTATE FIXED RATE NOTE - Single Family - Freddie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3200 01/01

Page 3 of 3

06/09/05 09:00:00 236 PM  
0 - 01/09/05

Ver. 1

E 2959149 B 6580 P 799-813  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2016 1:33:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

When recorded, return to:

Title Order No.: 6-069660  
Escrow No.: 6-069660  
LOAN #: 5099190

[Space Above This Line For Recording Data]

11.043.0219

DEED OF TRUST

This transaction is subject to RESPA

MIN 1000608-2100082831-3  
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document

**(B) "Borrower" is TUCKER M HODGSON AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS.**

Borrower is the trustor under this Security Instrument.

# Deed of Trust

Used to secure debt to property

Document of 3 parties

- 1.Trustor-(Borrower)
- 2.Beneficiary-Note holder or lender
- 3.Trustee-Third party with power to foreclose and reconvey

Non-judicial foreclosure (Notice of Default and Trustee Sale)

## Deed of Trust Covenants

LOAN #: 5656147

BORROWER COVENANTS That Borrower is **lawfully seised** of the estate hereby conveyed and **has the right to grant, convey and warrant** the Property and that **the Property is unencumbered**, except for encumbrances of record. Borrower further **warrants and will defend generally the title to the Property against all claims and demands**, subject to any encumbrances of record.



# Deed of Trust Covenants

LOAN #: 5656147

of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.  
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

## TRANSFER OF RIGHT IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee or Lender and Lender's successors and assigns) and the successors and assigns of MERS. **This Security Instrument secures to Lender: (i) the repayment of the Loan**, and all renewals, extensions and modifications of the Note; and **(ii) the performance of Borrower's covenants and agreements under this Security Instrument and Note.** For this purpose, Borrower irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale the following describe property in the County of...



(C) "Lender" is Tucker's Mortgage Corporation.

Lender is a UT Corporation, organized and existing under the laws of Utah. Lender's address is 831 Shannon Road, Kaysville, UT 84037.

(D) "Trustee" is Backman Title Services, LTD, 150 N Main, #100, Bountiful, UT 84010.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 879-MERS.

(F) "Note" means the promissory note signed by Borrower and dated September 25, 2019.

The Note states that Borrower owes Lender

..... Dollars (U.S. \$ ) plus interest. Borrower has promised to pay this debt in regular Periodic

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- V.A. Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part



**(C) "Lender" is Tucker's Mortgage Corporation.**

Lender is a **UT Corporation**,  
under the laws of **Utah**.

organized and existing

Lender's address is **831 Shannon Road, Kaysville, UT 84037.**

**(D) "Trustee" is Backman Title Services, LTD, 150 N Main, #100, Bountiful, UT 84010.**

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The Note states that Borrower owes Lender

\*\*\*\*\* **Dollars**

(U.S. \$ ) plus interest. Borrower has promised to pay this debt in regular Periodic



# Deed of Trust Covenants

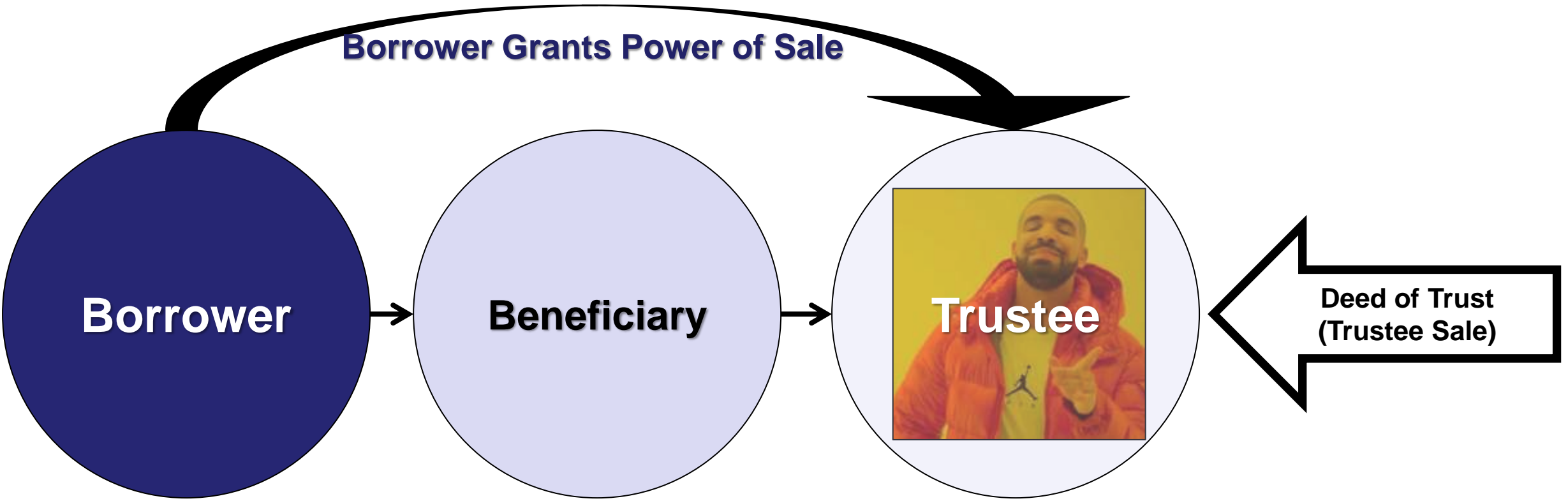
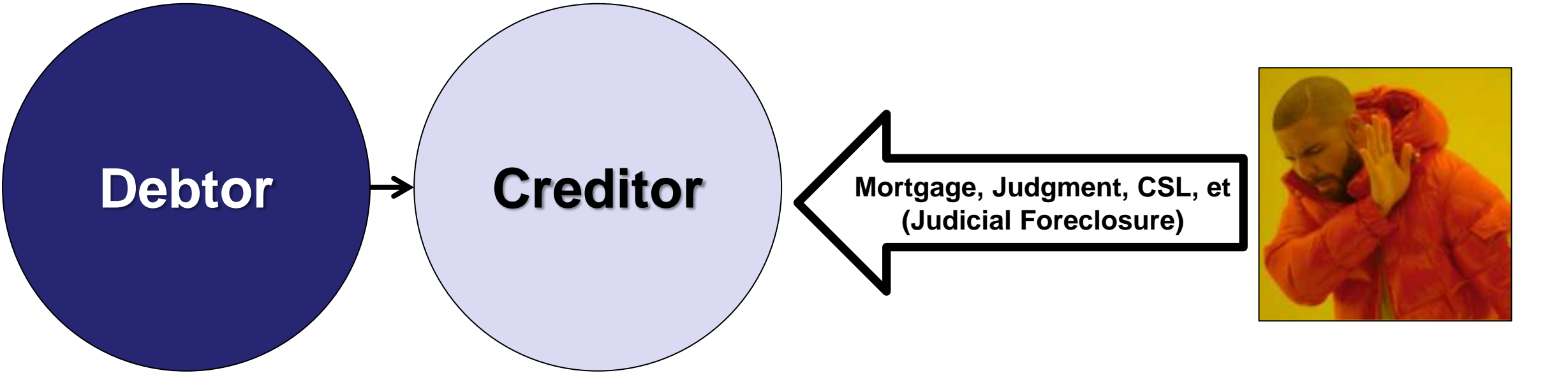
LOAN #: 5656147

of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.  
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

## TRANSFER OF RIGHT IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee or Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, **Borrower irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale the following describe property** in the County of...





# Trustee Qualifications 57-1-21

- 
- Active member of the Utah State Bar who maintains a place within the state where the Trustor or other interested parties may meet with the Trustee...
  - A depository institution or insurance or trust company authorized to do business and doing business in Utah...
  - Any Title Insurance Company or agency
  - Any agency of the US government
  - Any association or corporation licensed, chartered or regulated by the Farm Credit Association or its successors.



# Trustee Powers

—

- Power to Reconvey
- Power of Sale

# Substitution of Trustee

## **APPOINTMENT OR SUBSTITUTION OF TRUSTEE**

**NOTICE IS HEREBY GIVEN, that the law firm of Halliday, Watkins & Mann, P.C., 376 East 400 South, Suite 300, Salt Lake City, UT 84111, is hereby appointed Trustee under that certain written Trust Deed dated December 1, 2021, executed by Courtney Henderson and Kyle Henderson, as Trustors, in which Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Loandepot.com, LLC, its successors and assigns was named as Beneficiary, and WFG National Title Insurance Company as Trustee, and filed for record in the office of the County Recorder of Davis County, State of Utah, on December 14, 2021, as Entry No. 3442386, in Book 7905, at Page 153-168, of Official Records.**

**Said real property is situated in Davis County, State of Utah, and more particularly described as follows:**

**All of Lot 36, Holt Subdivision No. 2, Layton City, Davis County, Utah, according to the official plat thereof on file and of record in the Office of the Davis County Recorder. TAX # 10-060-0036**

**The Beneficiary ratifies and confirms any action taken on the Beneficiary's behalf by the herein appointed Trustee prior to the recording of the Appointment or Substitution of Trustee.**

**Dated this 6 day of APRIL, 2023.**

# Trustees & Attorneys Specializing in Foreclosure

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

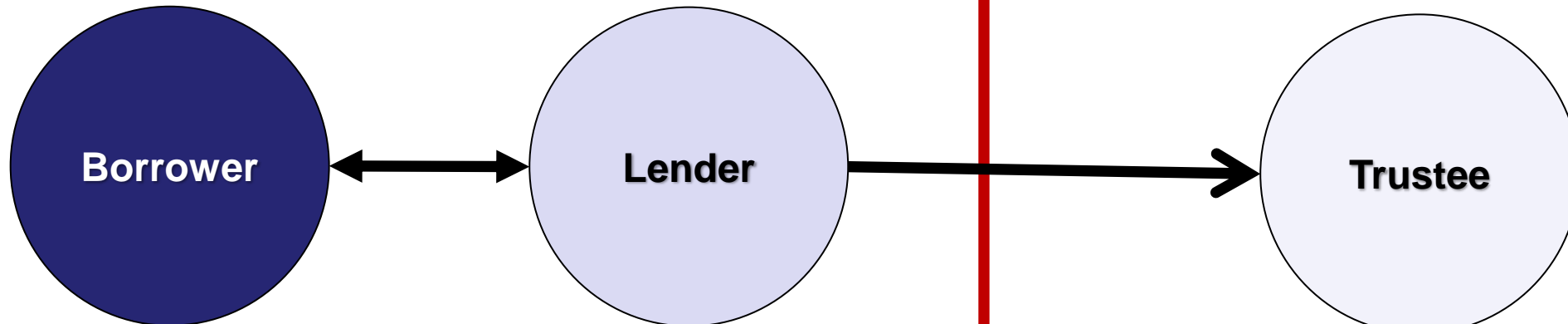
# The second 120 days - Default to Auction

\*Minimum Timelines

Pre-foreclosure (120 days\*)

Default to Auction (120 days\*)

**Trustee Sale Timeline**



**Borrower**

**Lender**

**Trustee Sale Timeline Default to Auction (120 days\*)**

**Trustee**

What is the Trustee doing during the second 120-day period?





## **Trustee Sale Timeline Default to Auction (120 days\*)**

What is the Trustee doing during the second 120-day period?

---

## In the trustee's office – Prior to recording Notice of Default

---

- Order Title Report!
- Gather Documentation (Deed, note, title policy, et.)
- Federal Tax Lien check
- Substitute Trustee?
- Default letter to borrower



# Trust Deed Language & Trustee/Lender Steps & Requirements in Foreclosure

E 2959149 B 6580 P 799-813  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2016 1:33:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

When recorded, return to:

1. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the loan documents, including, but not limited to, reasonable attorneys' fees and costs of title insurance.

AS JOINT TENANTS.

Borrower is the trustor under this Security Instrument.

UTAH--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3045 1/01  
Elle Mae, Inc. Page 1 of 15

UTEDEDL 0515  
UTEDEDL (CL5)  
08/10/2016 08:27 AM PST



# Trustees, Title Companies, & Notices of Default

## Schedule A

TRUSTEE'S SALE GUARANTEE

The records of Utah County, State of UT have been searched until:

January 27, 2022 at 11:12AM, hereinafter referred to as the 'Effective Date' of the Guarantee.

Our File No.:

Your Ref. No.:

Guarantee No.:

Liability: \$

Fee: \$

1. Named of Assured:

**Lundberg & Associates, PC, Nationstar Mortgage LLC d/b/a Mr. Cooper and the Secretary of Housing and Urban Development, its successors and/or assigns**

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

**Fee Simple**

3. Title to said estate or interest at the Effective Date hereof is vested in:

and was acquired by that certain **Warranty Deed**, dated **June 8, 2018**, and recorded on **June 11, 2018** as Entry No. **5366:2018**, in the records of Utah County, State of UT.

4. The land referred to in this report is situated in the County of **Utah**, in the **Fourth** Judicial District, State of **UT** and is described as follows:

Commencing 1371 feet South and 24.32 feet West and North 89°04' West 435.6 feet from the North Quarter corner of Section 34, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 31' East 450 feet; thence North 89°07' West 100 feet; thence North 31' West 656.72 feet; thence South 89°03' East 100 feet; thence South 31' East 206.72 feet to the point of beginning.

Less and excepting those portions conveyed in Boundary Line Agreement, recorded March 28, 2007, as Entry No. 44731:2007, of official records.

Said property is also purportedly known by the street address of:

**, Lindon, UT 84042**

Countersigned:

# Trust Deed Language & Trustee/Lender Steps & Requirements in Foreclosure

E 2959149 B 6580 P 799-813  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2016 1:33:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

2. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the property to be sold and shall record such notice in each county in which any part of the Property is located

Borrower is the trustor under this Security Instrument.

UTAH--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3045 1/01  
Elle Mae, Inc. Page 1 of 15

UTEDEDL 0515  
UTEDEDL (CL5)  
08/10/2016 08:27 AM PST



# Notice of Default- Trust Deed

ENT 11576:2022 PG 1 of 2  
Andrea Allen  
Utah County Recorder  
2022 Jan 27 11:12 AM FEE 40.00 BY MC  
RECORDED FOR Lundberg & Associates, PC.  
ELECTRONICALLY RECORDED

After Recording Return To:  
Lundberg & Associates PC  
3269 South Main Street, Suite 100  
Salt Lake City, UT 84115  
(801) 263-3400

Case No. 22.82625.1\SH  
LAB

Parcel ID #: 14-071-0306 (Space above for County Recorder's use)

### NOTICE OF DEFAULT AND ELECTION TO SELL

[REDACTED] as trustor, executed a trust deed dated November 5, 2018 to secure the performance of promissory note obligations. The trust deed was filed for record on November 9, 2018, with recorder's entry No. 107437:2018, Utah County, Utah, and covers the following real property:

See attached EXHIBIT "A"

A breach of an obligation for which the trust property was conveyed as security has occurred. The monthly payment obligation set forth in the promissory note is in default. All delinquent monthly payments, together with all unpaid taxes, insurance and other obligations under the promissory note and trust deed, are due. Under the provisions of the promissory note and trust deed, the unpaid principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees. Accordingly, the trustee has elected to sell the property described in the trust deed.

DATED: 1/27/2022

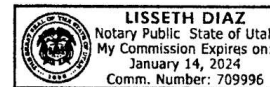
Lundberg & Associates, PC, Trustee

Brigham Lundberg  
Printed Name: Brigham Lundberg

Authorized Officer  
3269 South Main Street, Suite 100  
Salt Lake City, UT 84115  
Office Hours: 8:00 a.m. – 5:00 p.m.  
(801) 263-3400

State of Utah )  
: ss.  
County of Salt Lake )

On this 27 day of January, 2022, before me, Lisbeth Diaz, a notary public, personally appeared Brigham Lundberg, an authorized officer of Lundberg & Associates, PC, trustee, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same.



[Signature]  
Notary Public

# Notice of Default- Trust Deed

After Recording Return To:  
Lundberg & Associates PC  
3269 South Main Street, Suite 100  
Salt Lake City, UT 84115  
(801) 263-3400

ENT 11576:2022 PG 1 of 2  
Andrea Allen  
Utah County Recorder  
2022 Jan 27 11:12 AM FEE 40.00 BY MC  
RECORDED FOR Lundberg & Associates, PC.  
ELECTRONICALLY RECORDED

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The monthly payments due under the promissory note are in default. **All unpaid monthly payments are due, together with any unpaid taxes, insurance and other obligations** under the promissory note and trust deed, **the unpaid principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees**. Accordingly, **the trustee has elected to sell the property** described in the deed of trust.

# Notice of Default

When the Notice of Default is filed 3 months must elapse before a Trustee's Sale can be scheduled

NOD can be cancelled by:

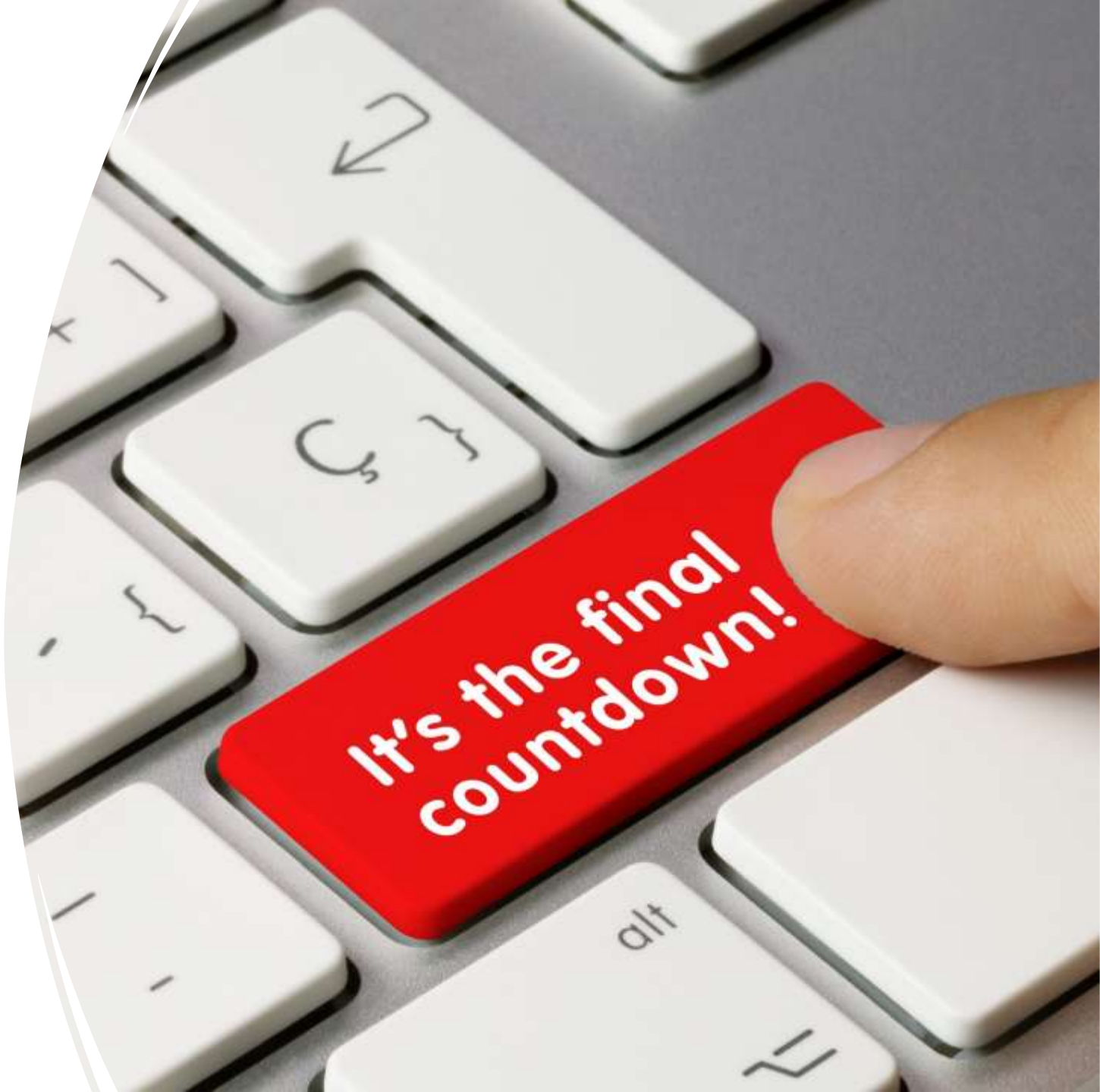
- The Borrower can bring loan current (reinstatement)
- The Borrower makes the lender whole by selling the property and paying off the note or refinancing the loan
- Lender approval of short sale



## Notice of Default is recording implications

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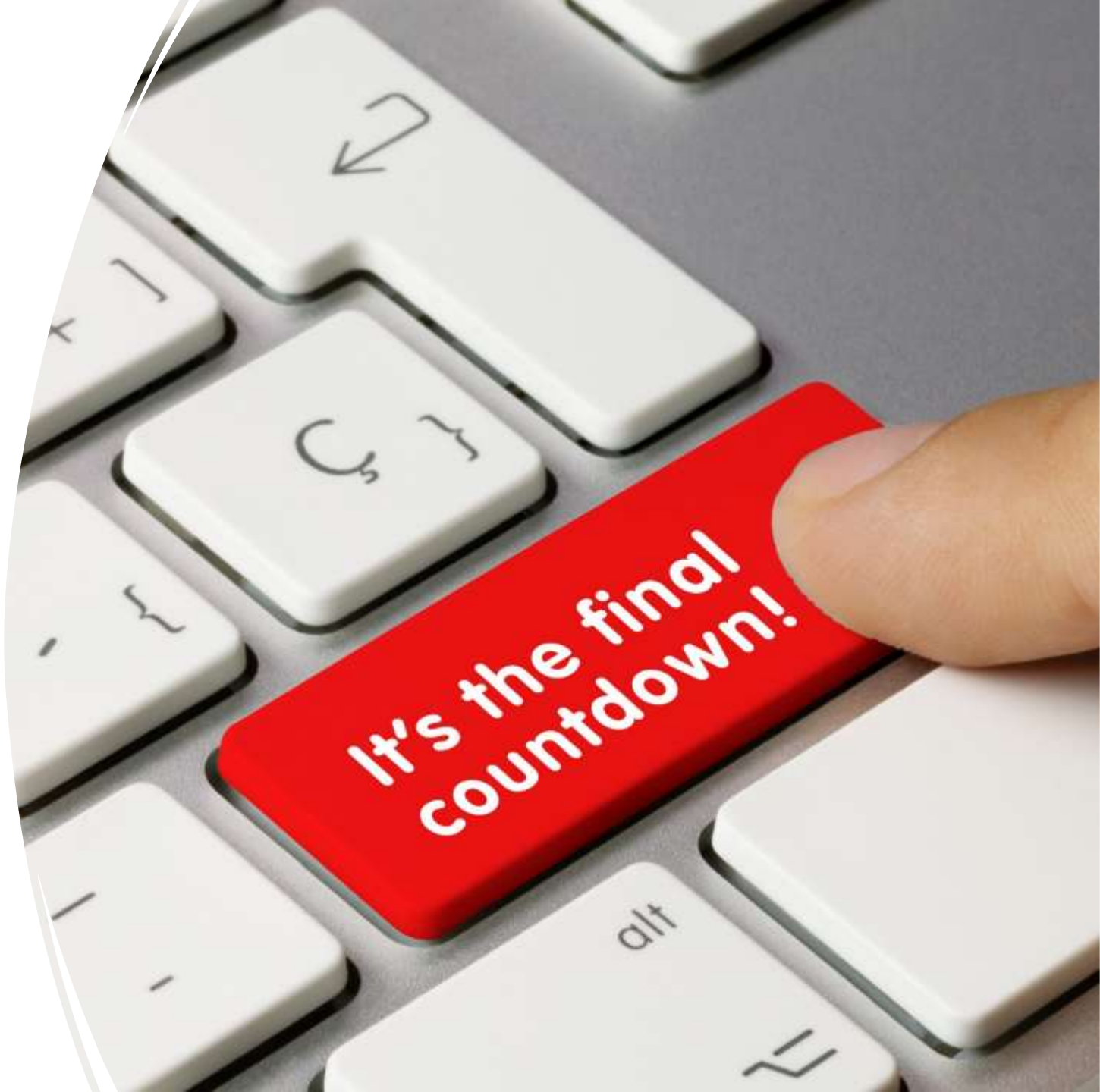
- 1-** Borrower is at least 120 days behind
- 2a-** Borrower has not applied, or at least not been approved, for mortgage assistance during 1<sup>st</sup> 120 days,  
or
- 2b-** Borrower has not abided by mortgage assistance agreement



## What happens when the Notice of Default is Recorded?

---

- Public notice of borrower non-payment (default)
- 120-day countdown begins



# Trust Deed Language & Trustee/Lender Steps & Requirements in Foreclosure

E 2959149 B 6580 P 799-813  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2016 1:33:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

When recorded, return to:  
Academy Mortgage Corporation  
Final Docs Department

3. Lender or Trustee shall mail copies of such notice (*ie. Notice of Default*) in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law.

Borrower is the trustor under this Security Instrument.

UTAH--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3045 1/01  
Elle Mae, Inc. Page 1 of 15

UTEDEDL 0515  
UTEDEDL (CL5)  
08/10/2016 08:27 AM PST



# The Trustee's-Duties and Responsibilities

- Give notice in writing by certified mail
  - The property owner
  - The trustor
  - Junior position lien holders who request notice of default and notice of trustee sale

# Trustees, Title Companies, and Notice of Default

## Schedule A

TRUSTEE'S SALE GUARANTEE

The records of Utah County, State of UT have been searched until:

January 27, 2022 at 11:12AM, hereinafter referred to as the 'Effective Date' of the Guarantee.

Our File No.:

Your Ref. No.:

Guarantee No.:

Liability: \$

Fee: \$

1. Named of Assured:

**Lundberg & Associates, PC, Nationstar Mortgage LLC d/b/a Mr. Cooper and the Secretary of Housing and Urban Development, its successors and/or assigns**

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

**Fee Simple**

3. Title to said estate or interest at the Effective Date hereof is vested in:

and was acquired by that certain **Warranty Deed**, dated **June 8, 2018**, and recorded on **June 11, 2018** as Entry No. **5366:2018**, in the records of Utah County, State of UT.

4. The land referred to in this report is situated in the County of **Utah**, in the **Fourth** Judicial District, State of **UT** and is described as follows:

Commencing 1371 feet South and 24.32 feet West and North 89°04' West 435.6 feet from the North Quarter corner of Section 34, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 31' East 450 feet; thence North 89°07' West 100 feet; thence North 31' West 656.72 feet; thence South 89°03' East 100 feet; thence South 31' East 206.72 feet to the point of beginning.

Less and excepting those portions conveyed in Boundary Line Agreement, recorded March 28, 2007, as Entry No. 44731:2007, of official records.

Said property is also purportedly known by the street address of:

**, Lindon, UT 84042**

Countersigned:

## In the trustee's office – First 90 days

- Preparation for notice of default recording
  - Order Title Report!
  - Gather Documentation (Deed, note, title policy, et.)
  - Federal Tax Lien check
  - Substitute Trustee?
  - Default letter to borrower
- Record Substitution/NOD
  - Mail SUB/NOD to all parties (Check for certified mail receipts)

# Trustee Duties - Notice of Construction Loan

---

- (2) After recording a mortgage or trust deed securing a construction loan on a private project, the construction lender on the loan shall promptly, in conjunction with the closing of the construction loan, file with the database a notice of construction loan.
- (3) A notice under Subsection (2) shall accurately state:
- (a) the lender's name, address, and telephone number;
  - (b) the name of the trustor on the trust deed securing the loan;
  - (c) the tax parcel identification number of each parcel included or to be included in the construction project for which the loan was given;
  - (d) the address of the project property; and
  - (e) the name of the county in which the project property is located.



# Trustee's duties - Notice of Construction Loan Default

---

- (1) Within five business days after a notice of default is filed for recording under Section [57-1-24](#) with respect to a trust deed on the project property securing a construction loan, the construction lender under the loan **shall** file a notice with the database.
- (2) A notice under Subsection (1) shall:
  - (a) include:
    - (i) the information required to be included in a notice of construction loan under Subsections **38-1-30.7(3)(a), (b), (c), (d), and (e)**; and
    - (ii) the entry number of the notice of construction loan;
  - (b) state that a notice of default with respect to the construction loan has been recorded; and
  - (c) state the date that the notice of default was recorded.





# Default to Auction (120 days\*)

## Trustee Sale Timeline NOD to Auction (120 days\*)

**First 90 days**

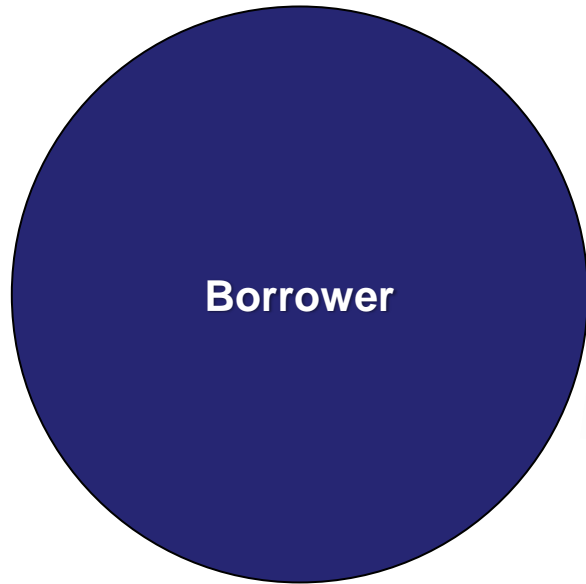
**Last 30 days  
(Acceleration)**

**Post recording of Substitution of Trustee & NOD**

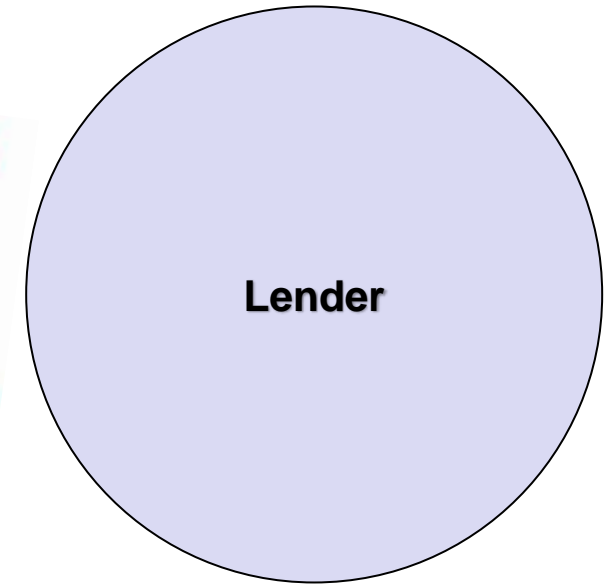
- **Mailings:** SUB/NOD to all parties (Check for certified mail receipts)
- SCR filing if construction loan
- Update title report
  - New liens
  - IRS
  - Bankruptcy

**Trustee**

# First 90 days after NOD Recording



**WORK IT OUT**



1. **Regular Sale**: Sell the property & pay off balance of mortgage.
2. **Payment Arrangement or Forbearance**: The borrower can inquire with their lender about setting up a payment arrangement or forbearance plan. These options may allow for a temporary reduction or suspension of payments, giving the borrower some time to catch up on the missed payment(s).
3. **Loan Modification**: If the borrower is experiencing financial hardship, they can explore the possibility of a loan modification. This involves modifying the terms of the mortgage, such as adjusting the interest rate, extending the loan term, or adding missed payments to the end of the loan. Loan modifications are typically subject to lender approval and may require providing financial documentation.
4. **Refinancing**: If the borrower's financial situation allows, they may consider refinancing their mortgage. This involves replacing the existing mortgage with a new loan that has more favorable terms, such as a lower interest rate or longer repayment period. Refinancing can help lower monthly payments and potentially address any delinquency.
5. **Deed-in-lieu of Foreclosure**: A deed-in-lieu of foreclosure is an arrangement where you voluntarily turn over ownership of your home to the lender to avoid the foreclosure process. A deed-in-lieu of foreclosure may help you avoid being personally liable for any amount remaining on the mortgage.

[https://files.consumerfinance.gov/f/documents/cfpb\\_adult-fin-ed\\_how-to-avoid-foreclosure.pdf](https://files.consumerfinance.gov/f/documents/cfpb_adult-fin-ed_how-to-avoid-foreclosure.pdf)

# Default to Auction (120 days\*)

## Trustee Sale Timeline NOD to Auction (120 days\*)

**First 90 days**

**Last 30 days  
(Acceleration)**

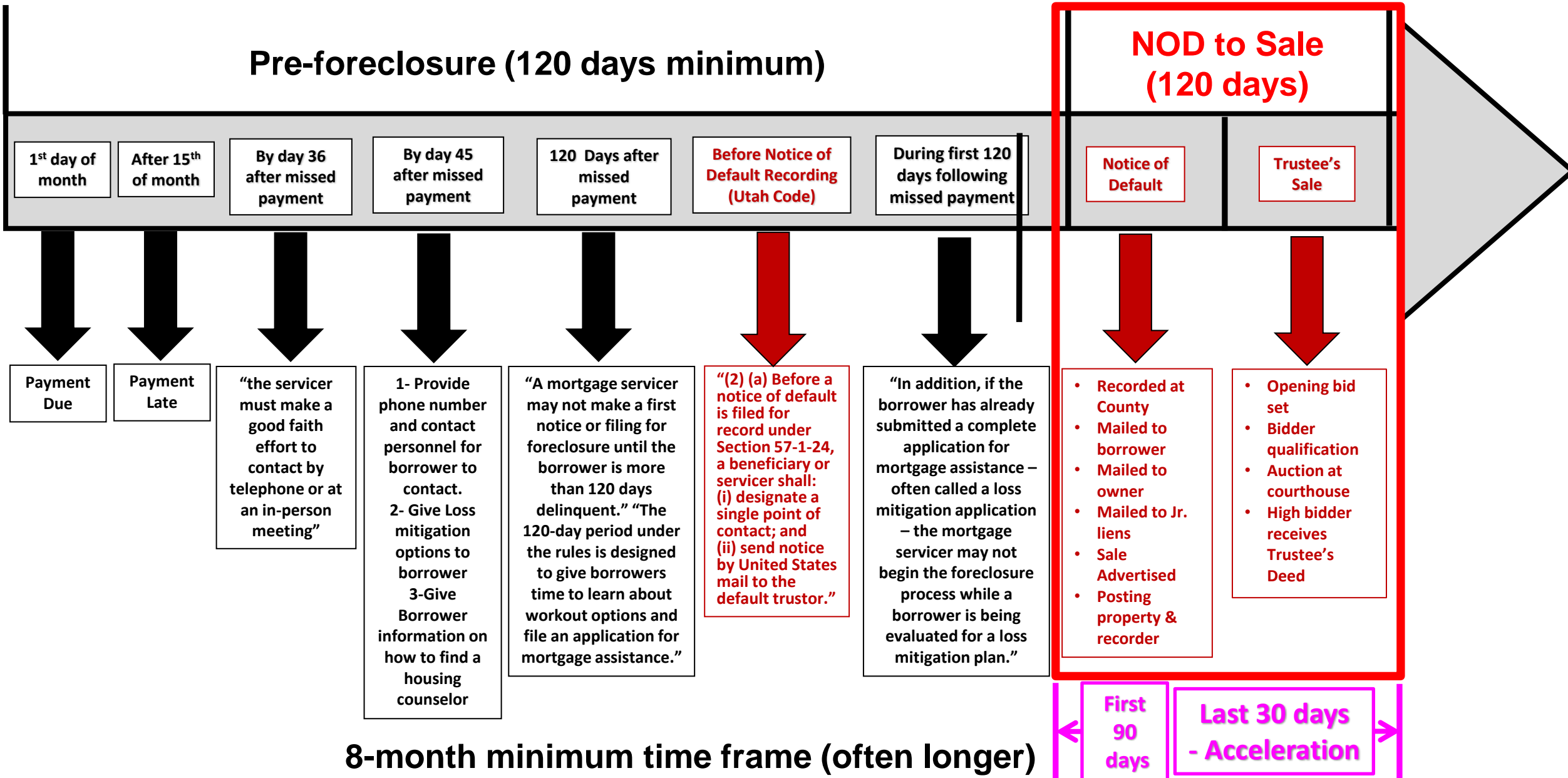
**Post recording of Substitution of Trustee & NOD**

- **Mailings:** SUB/NOD to all parties (Check for certified mail receipts)
- SCR filing if construction loan
- Update title report
  - New liens
  - IRS
  - Bankruptcy

**Trustee**

# Trustee Sale Timeline w/CFPB & Utah Req's

## Pre-foreclosure (120 days minimum)



# Trust Deed Language & Trustee/Lender Steps & Requirements in Foreclosure

E 2959149 B 6580 P 799-813  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2016 1:33:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

4. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place under the terms designated in the notice of sale



# In the trustee's office – Final 30 Days (Acceleration)

---

- Send acceleration letter on the day after 3 mo.'s expire
- Must **advertise** sale
  - **At least once a week for 3 consecutive weeks** in a newspaper having a general circulation in each county in which the property is to be sold is located.
  - The last publication to be **at least ten days but not more than 30 days before** the date the sale is scheduled



# Notice of Trustee's Sale

This Document is posted at the  
Recorders Office and contains

- WHO:
- WHEN:
- WHERE:
- WHAT:
- HOW:

After recording return to:  
Miles, Bauer, Bergstrom & Winters, LLP  
2200 Paseo Verde Plaza, Suite 200  
Henderson, NV 89052  
Phone: (702) 369-5960  
File No. 05-UT0151  
Loan No. 35714839

## NOTICE OF TRUSTEE'S SALE

The following described real property will be sold at public auction to the highest bidder payable in lawful money of the United States at the time of sale, at the main entrance (public entry) to the Courts Building-Davis County Criminal Justice Complex, 800 West Stebbins Street, Farmington, UT, on March 14, 2006 at 12:00 P.M. of said day, for the purpose of foreclosing a trust deed executed by MAURINE JARAMILLO, as Trustor(s), in favor of OLYMPUS CAPITAL COMPANY, and recorded on June 4, 2004, as Entry No. 1992194 in Book 3554, Page 909, of Official Records of Davis County, Utah, covering real property located at 915 EAST 3250 NORTH, LAYTON, UT 84040, Davis County, State of Utah and more particularly described as follows:

ALL LOT 39, EASTRIDGE ESTATES NO. 1, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF

A.P.N. 09-014-0039

The address of the property is purported to be 915 EAST 3250 NORTH, LAYTON, UT 84040. The undersigned disclaims liability for any error in the address.

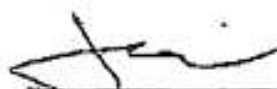
Said sale will be made without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to wit: \$116,000.00 (Estimated).

SALE INFORMATION MAY BE AVAILABLE BY CALLING ONE BUSINESS DAY BEFORE TO (OR ON) THE SCHEDULED SALE DATE. PLEASE BE ADVISED THAT THE OPENING BID AMOUNT MAY BE REDUCED FROM THE TOTAL DEBT DUE.

Bidders must be prepared to tender to the trustee \$5,000.00 at the sale and the balance of the purchase price by 10:00 A.M. the day following the sale. Both payments must be in the form of a cashier's check. Cash or "official checks" are not acceptable.

THIS FIRM IS ASSISTING IN THE COLLECTION OF A DEBT AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

DATED: 02/03/2006



JOHN W. LISE, ESQ., as Successor Trustee  
1424 S. Legend Hills Dr., Ste. 120  
Clearfield, UT 84015  
Phone (801) 614-5050

05-UT0151



# Utah Legals & Public Notices - <https://www.utahlegals.com/>



About Public Notices | Help

*Smart Search Sign-in*

For more Public Notices visit: [usalegalnotice.com](https://www.usalegalnotice.com)

## SEARCH PUBLIC NOTICES:

POPULAR SEARCHES

SEARCH KEYWORDS:

EXCLUDE:

FILTERED BY:

COUNTY	Any	+
CITY	Any	+
PUBLICATION	Any	+
DATE RANGE	3/26/2023 5/26/2023	+

## Utah Legals & Public Notices

*This public service web site made possible by the newspapers of Utah at no additional cost to the taxpayers was launched in 2008 and relaunched with updated functionality and search capabilities in 2017 is a compilation of public notices published throughout Utah. All foreclosures, hearings, advertisements for bids, financial reports, ordinances and information about other government, business and judicial activities that are legally required to be published are found here.*

### WHAT IS UPA?



### WHY LEGAL NOTICES?



### SMART SEARCH



**PLEASE NOTE:**

Every state in America has laws that regulate the manner in which legal notices are published. These laws are designed to ensure that people within a community receive important information about the actions of their government. Newspapers remain the preferred venue to distribute legal notices. This website is funded and maintained by Utah newspapers, the trusted source for



Publication Name:

**Deseret News**

Publication URL:

Publication City and State:

Salt Lake City, UT

Publication County:

Salt Lake

---

Notice Popular Keyword Category:

Notice Keywords:

TRUSTEE SALE

Notice Authentication Number:

202305261111044183323

1616304509

Notice URL:

 [Back](#)

Notice Publish Date:

Friday, May 26, 2023

## Notice Content

Notice of Trustee's Sale The following property will be sold at public auction to the highest bidder without warranty, at the main entrance of the Second District Court Building, 2525 Grant Avenue, Ogden, Utah, on 7/7/23 at 11:30 AM, for the purpose of foreclosing a Trust Deed executed by Carolyn Porter, as Trustor, in favor of B.E. Mortgage, recorded on 10/2/03, as Entry # 1979777, covering real property purportedly known as 5569 South 2425 West, aka 5567, 5569, 5571 & 5573 South 2425 West , Roy, UT 84067, and more particularly described as: Part of the Southwest Quarter of Section 14, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the West line of 2425 West Street, which point is 751 feet West and 158.5 feet North of the Southeast corner of said Southwest Quarter, running thence West 120 feet, thence North 74.5 feet, thence East 120 feet to the West line of 2425 West Street, thence South along said West line 74.5 feet to the place of beginning. TAX # 09-055-0024. The Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the CWABS, Inc., Asset-Backed Certificates, Series 2004-1 is the current Beneficiary of the Trust Deed. Record owner of the property as of the recording of the Notice of Default is reported to be Brett L. Porter aka Brett Leon Porter. A \$20,000.00 deposit in the form of a bank or credit union cashier's check or a bank official check, payable to Halliday, Watkins & Mann, P.C., is required to bid. A successful bidder who fails to tender the full purchase price will forfeit

Deseret News



Publication Name:  
**Deseret News**

Publication URL:

Publication City and State:  
**Salt Lake City, UT**

Publication County:  
**Salt Lake**

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Notice Popular Keyword Category:

Notice Keywords:  
**TRUSTEE SALE**

Notice Authentication Number:  
**202305261111398391315**  
**1616304509**

Notice URL:

[Back](#)

Notice Publish Date:  
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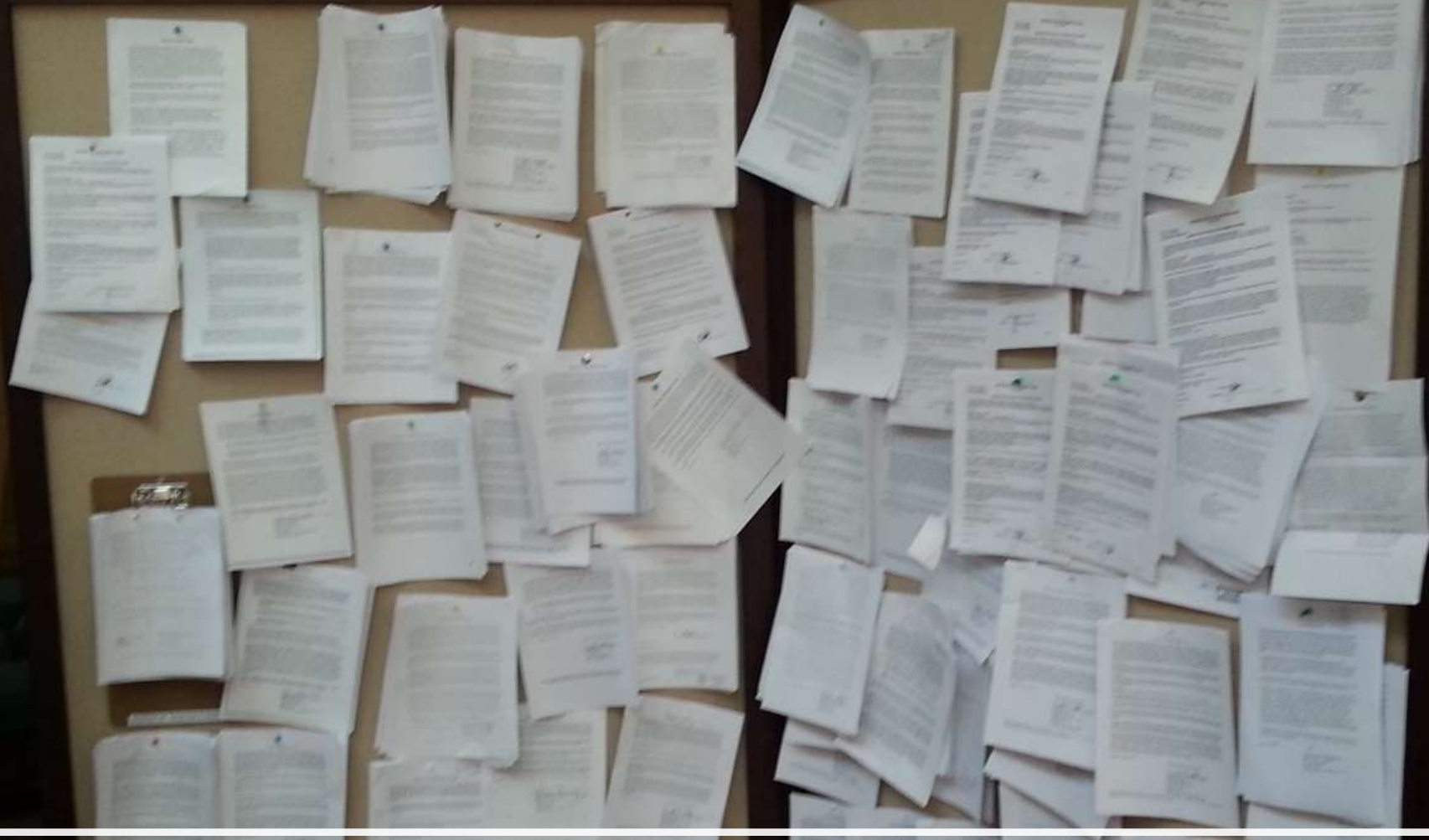
[Back](#)



## In the trustee's office - Final 30 Days (Acceleration)

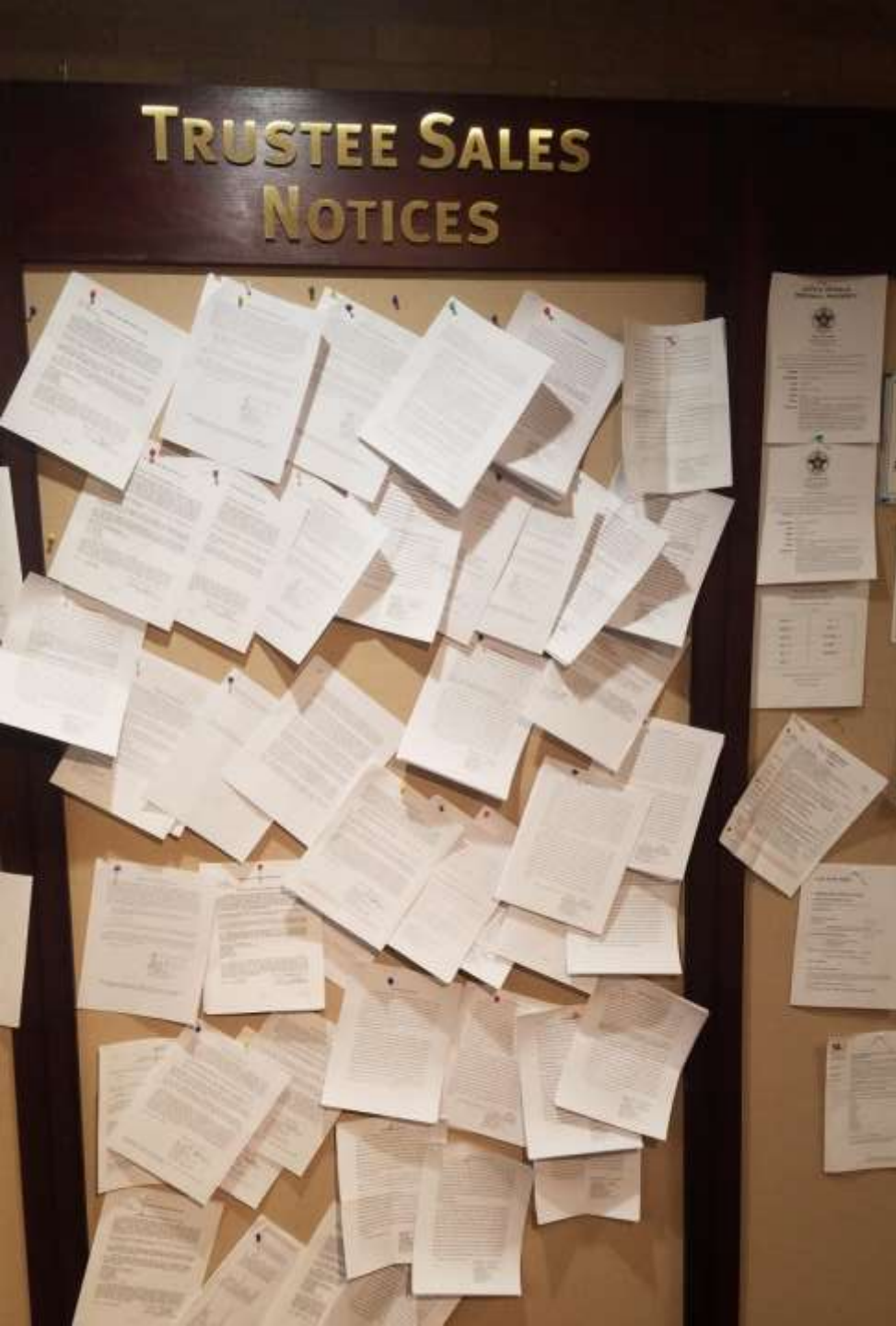
- Must **Post** the  
Property 20 days  
before sale

# NOTICES

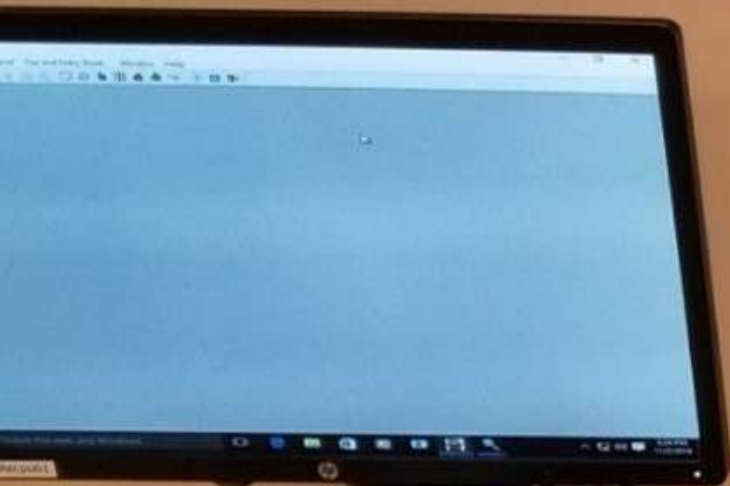


Must **Post** at the County Recorder

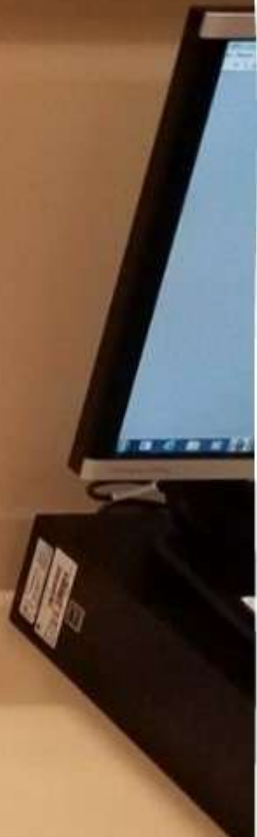
In the trustee's office – Final 30 Days (Acceleration)



**Posting** at the  
Recorder's Office  
(Salt Lake  
County)



**Printing Documents**  
Please pay for prints at the time they are made. Please use an office staff member at the counter for assistance.  
Maps/Plats - \$1.00 per page  
All other prints - \$0.50 per page  
  
This office accepts cash or checks only.



NOTICE OF DEBTENFORCEMENT

The following information is being provided to you as a creditor or other party having an interest in the property of the debtor...

UNITED STATES DEPARTMENT OF JUSTICE... FEDERAL BUREAU OF INVESTIGATION... NOTICE OF DEBTENFORCEMENT...

The debtor is identified as the debtor and is identified as a debtor in the name of the debtor...

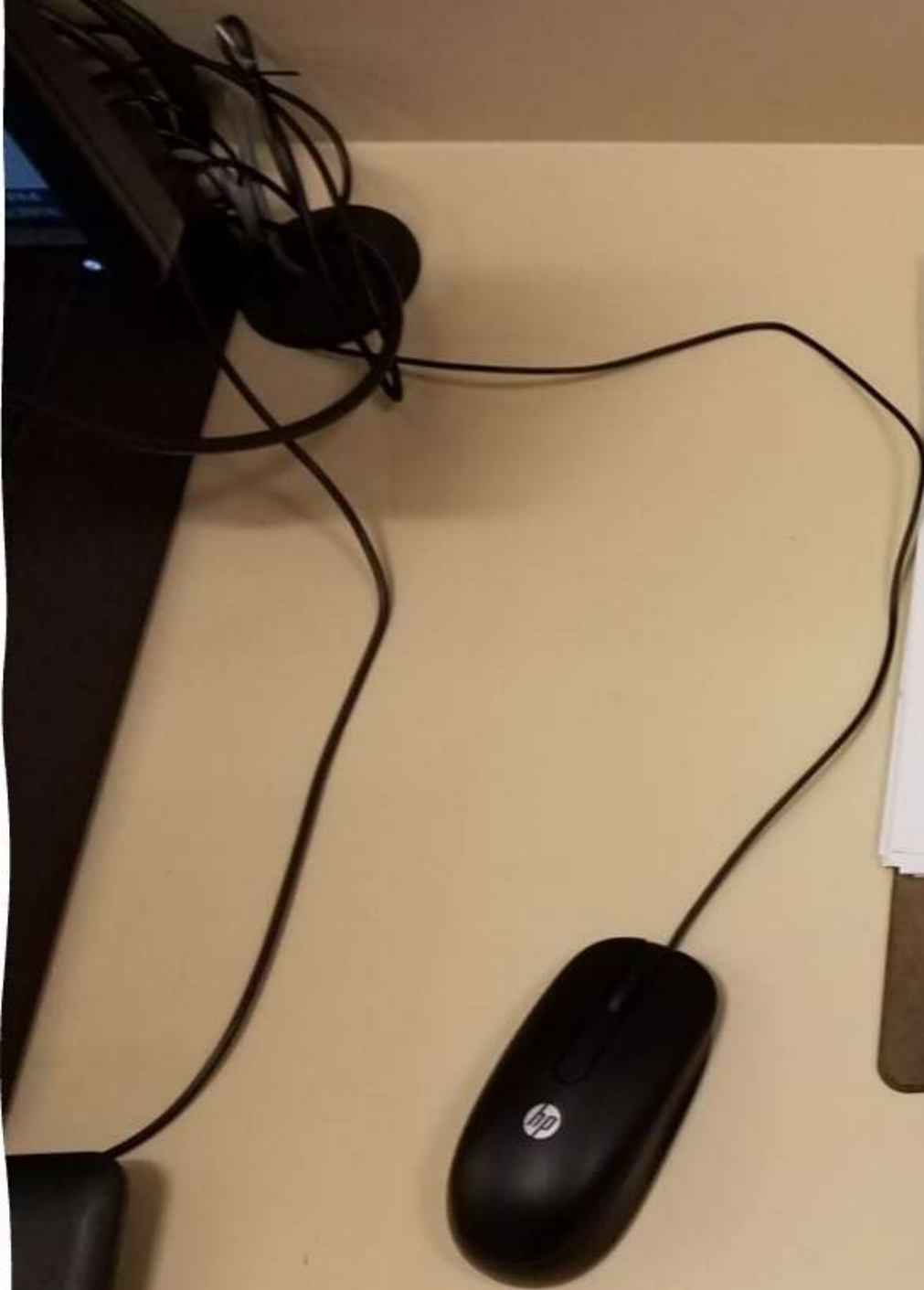
UNITED STATES DEPARTMENT OF JUSTICE... FEDERAL BUREAU OF INVESTIGATION... NOTICE OF DEBTENFORCEMENT... DATED October 27, 2010

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DO NOT REMOVE



REMEMBER... REMINDER... REMINDER... MINING CLAIM AND SITE FILING REQUIREMENTS FOR 2011... NOTICE OF DEBTENFORCEMENT... UNITED STATES DEPARTMENT OF JUSTICE... FEDERAL BUREAU OF INVESTIGATION... NOTICE OF DEBTENFORCEMENT...





# The Opening Bid (57-1-28)

—  
**Not based on the market value of the property**

(b) The beneficiary shall receive a credit on the beneficiary's bid in an amount **not to exceed the amount representing:**

- (i) the unpaid principal owed;
- (ii) accrued interest as of the date of the sale;
- (iii) advances for the payment of:
  - (A) taxes;
  - (B) insurance; and
  - (C) maintenance and protection of the trust property;
- (iv) the beneficiary's lien on the trust property; and
- (v) costs of sale, including reasonable trustee's and attorney's fees.

Lenders can put the bid at less than the total amount owed

# Trust Deed Language & Trustee/Lender Steps & Requirements in Foreclosure

E 2959149 B 6580 P 799-813  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2016 1:33:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

4. After the time required by applicable law, **Trustee**, without demand on Borrower, **shall sell the Property at public auction to the highest bidder at** the time and place under the terms designated in the notice of sale.

(A) "Security Instrument" means this document, which is dated August 11, 2016, together with all Riders to this document.  
(B) "Borrower" is TUCKER M HODGSON AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS.

Borrower is the trustor under this Security Instrument.

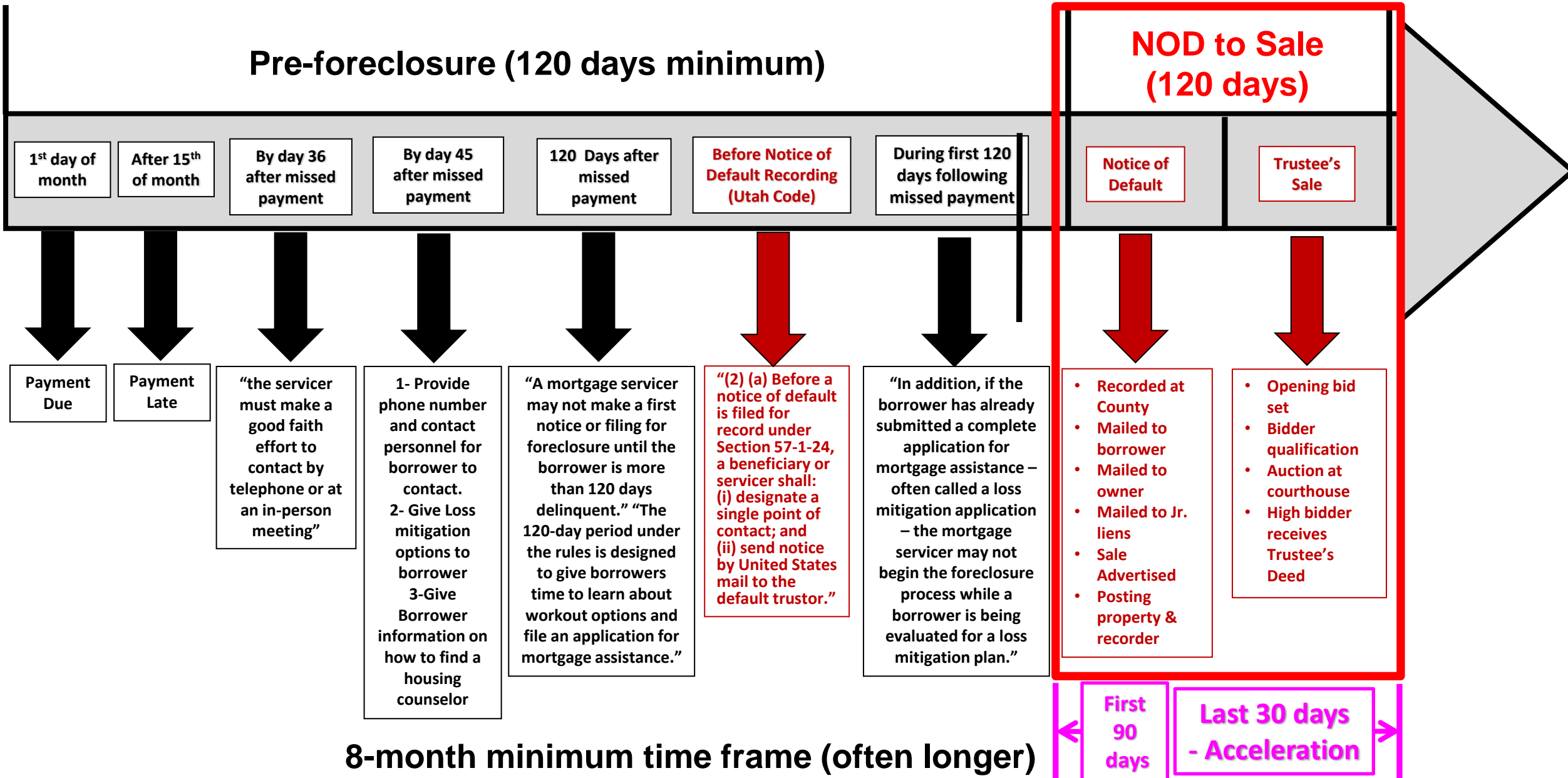
UTAH—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3045 1/01  
Ellie Mae, Inc. Page 1 of 15

UTEDEDL 0515  
UTEDEDL (CL5)  
08/10/2016 08:27 AM PST



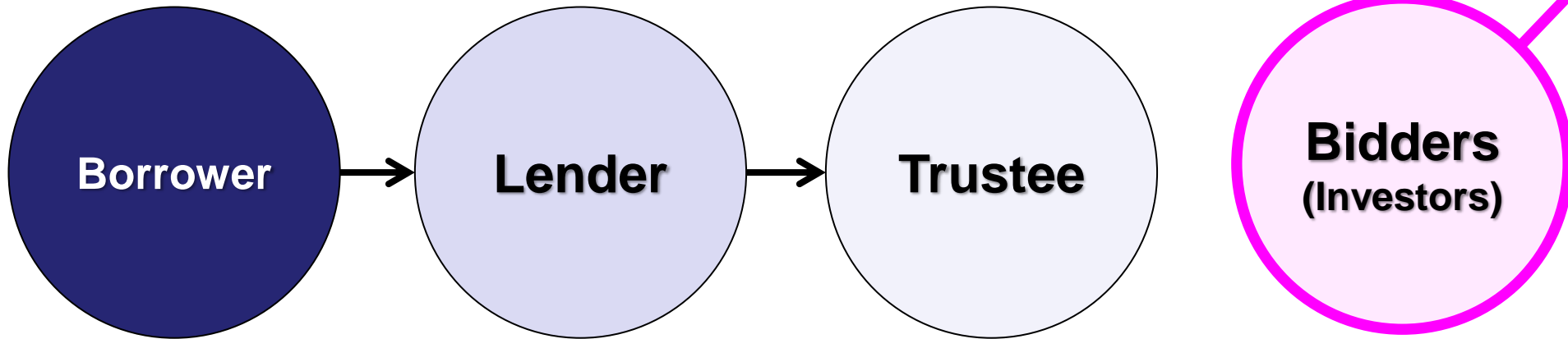
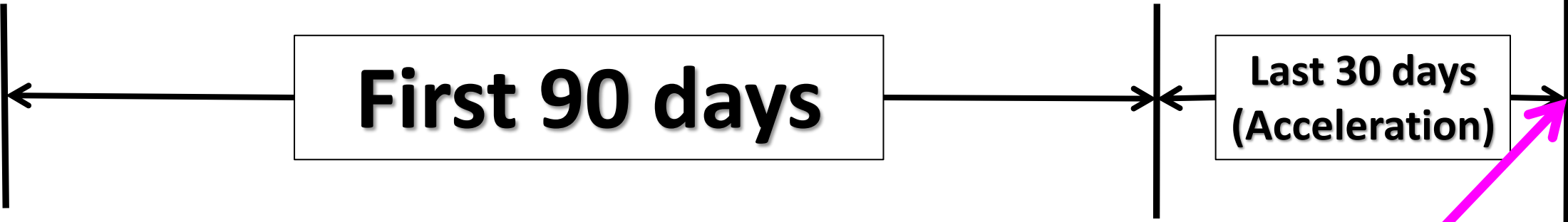
# Trustee Sale Timeline w/CFPB & Utah Req's

## Pre-foreclosure (120 days minimum)



# Default to Auction (120 days\*)

## Trustee Sale Timeline NOD to Auction (120 days\*)



# Bidders (Investors)

1. Trustee websites
2. Notice of default lists
3. Legal notices

# Trustees/Attorneys Specializing in Foreclosure

- **Marlon Bates: 801-531-7870**  
<https://www.scalleyreading.net/>
- **Paul Halliday: 801-355-2886**  
<https://www.hwmlawfirm.com/foreclosures/>
- **Scott Lundberg/eTitle: 801-263-3400**  
<http://lundbergfirm.com/foreclosures>
- **James Woodall: 801-254-9450**  
<https://www.carrwoodall.com/>
- **Jax Pettey: 801-984-0055**  
[http://www.petteylegal.com/foreclosure\\_bids.php](http://www.petteylegal.com/foreclosure_bids.php)
- **Smith-Knowles: 801-476-0303**  
[http://www.smithknowles.com/pending\\_foreclosure.php](http://www.smithknowles.com/pending_foreclosure.php)
- **SEB Legal: 801-449-9749**  
<https://www.seblegal.com/foreclosure-disclaimer>
- **Miller Harrison: 801.692.0799**  
<https://www.millerharrisonlaw.com/upcoming-foreclosures>
- **Richards Law PC: 801-274-6800**  
<http://richardshoalaw.com/foreclosure-sales/>



# Identifying Loans in Default

Notice Of Default - Available from County Recorder's Office (Recorded about 120 days prior to the earliest date of sale)

- Depending on the county, you may be able to see it for free.
- From a Title Company?

<https://backmantitle.com/member-documents/>

After Recording Return To:  
Lundberg & Associates PC  
3269 South Main Street, Suite 100  
Salt Lake City, UT 84115  
(801) 263-3400

ENT11576:2022 PG 1 of 2  
Andrea Allen  
Utah County Recorder  
2022 Jan 27 11:12 AM FEE 40.00 BY MC  
RECORDED FOR Lundberg & Associates, PC.  
ELECTRONICALLY RECORDED

Case No. 22.82625.1\SH

LAB

Parcel ID #: 14-071-0306

(Space above for County Recorder's use)

## NOTICE OF DEFAULT AND ELECTION TO SELL

Micheal John Fisher, as trustor, executed a trust deed dated November 5, 2018 to secure the performance of promissory note obligations. The trust deed was filed for record on November 9, 2018, with recorder's entry No. 107437:2018, Utah County, Utah, and covers the following real property:

See attached EXHIBIT "A"

A breach of an obligation for which the trust property was conveyed as security has occurred. The monthly payment obligation set forth in the promissory note is in default. All delinquent monthly payments, together with all unpaid taxes, insurance and other obligations under the promissory note and trust deed, are due. Under the provisions of the promissory note and trust deed, the unpaid principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees. Accordingly, the trustee has elected to sell the property described in the trust deed.

DATED: 1/27/2022

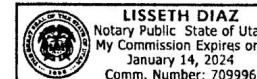
Lundberg & Associates, PC, Trustee

Brigham Lundberg  
Printed Name: Brigham Lundberg

Authorized Officer  
3269 South Main Street, Suite 100  
Salt Lake City, UT 84115  
Office Hours: 8:00 a.m. – 5:00 p.m.  
(801) 263-3400

State of Utah )  
: ss.  
County of Salt Lake )

On this 27 day of January, 2022, before me, Lisbeth Diaz, a notary public, personally appeared Brigham Lundberg, an authorized officer of Lundberg & Associates, PC, trustee, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same.



Lisbeth Diaz  
Notary Public

# Useful Websites

## Utah Legals & Public Notices

<https://www.utahlegals.com/>

The screenshot shows the homepage of the Utah Legals & Public Notices website. The header includes the Utah Press logo and navigation links for 'About Public Notices | Help' and 'Smart Search Sign-in'. The main content area is titled 'Utah Legals & Public Notices' and features a search bar with 'POPULAR SEARCHES' and 'SEARCH KEYWORDS:' fields. Below the search bar are filters for 'All Words', 'Any Words', and 'Exact Phrase', and an 'EXCLUDE:' field. A 'FILTERED BY:' section includes dropdown menus for 'COUNTY', 'CITY', 'PUBLICATION', and 'DATE RANGE' (set to 5/5/2019 to 7/3/2019). At the bottom of the search section is a 'I'm not a robot' checkbox and a CAPTCHA. The main content area includes a paragraph about the site's history and three featured articles: 'WHAT IS UPA?', 'WHY LEGAL NOTICES?', and 'SMART SEARCH'. A 'WELCOME TO OUR NEW SITE!' message and a 'PLEASE NOTE:' section are also visible.

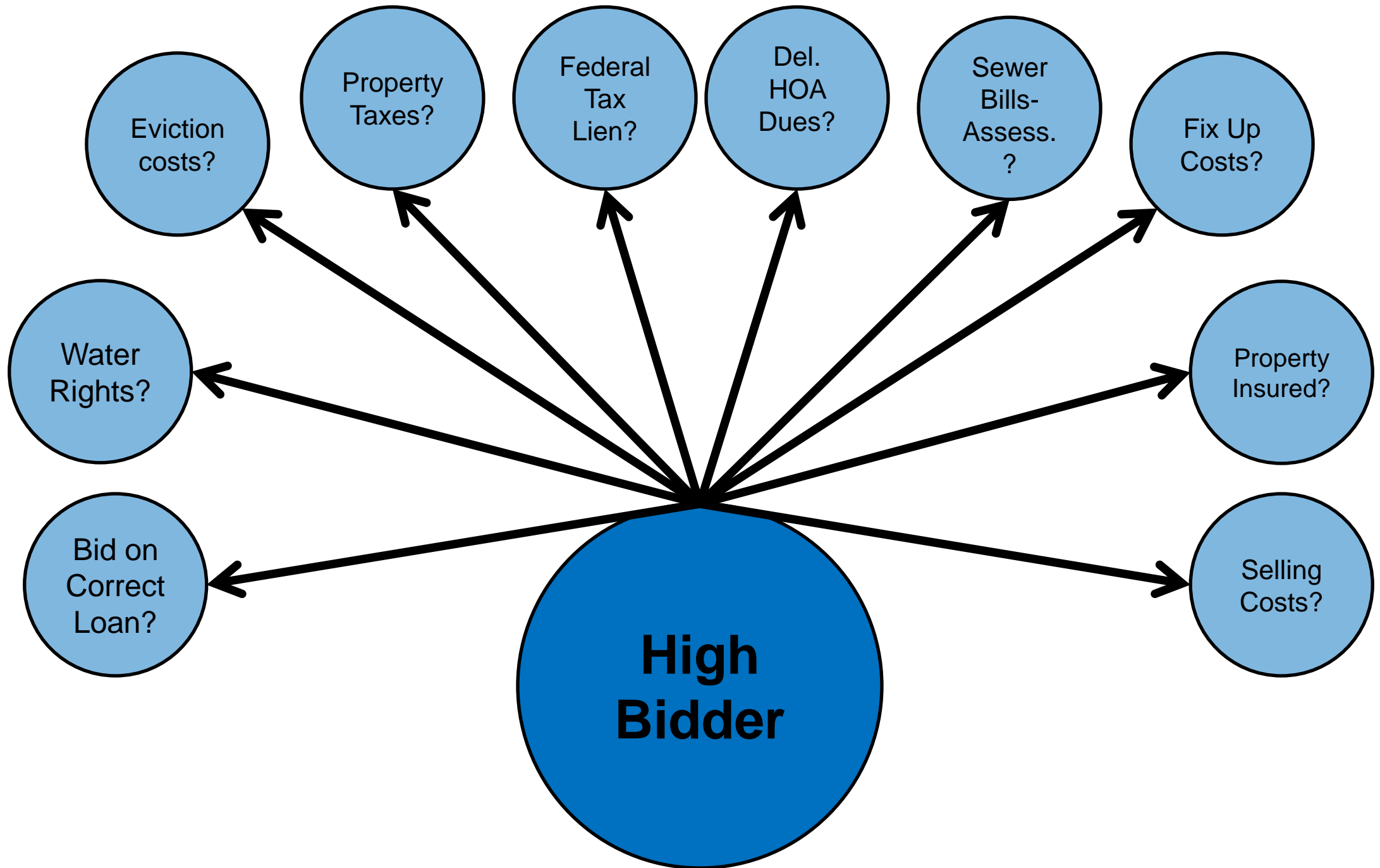
## Mortgage Electronic Registration Systems (MERS)

<https://www.mers-servicerid.org/sis/>



1000608-2100572754-4  
100060821005727544





Eviction costs?

Property Taxes?

Federal Tax Lien?

Del. HOA Dues?

Sewer Bills-Assess. ?

Fix Up Costs?

Water Rights?

Property Insured?

Bid on Correct Loan?

Selling Costs?

**High Bidder**

# Trustee Sale Toolbox

- 
- Trustee Websites & Utah Legals
    - [www.utahlegals.com](http://www.utahlegals.com)
  - County Records
    - Abstract, Assessor, Treasurer, Plats, GIS
    - <https://parcels.utah.gov/>
  - Other Government Records
    - Zoning, GIS, Police/Sheriff involvement
    - District & Circuit Court Records
    - **Utah Division of Water Rights**
      - <https://www.waterrights.utah.gov/wrinfo/query.asp>

# Trustee Sale Toolbox

- ---

MLS & Past Listing/Sales
- HOA Registry:
  - <https://secure.utah.gov/hoa/index.html>
- Loan Amortization Schedule
  - Average Interest Rates:  
<http://www.freddiemac.com/pmms/pmms30.html>
- Utah Bar Directory:  
<https://services.utahbar.org/Member-Directory>
- Cost or Net Sheet

# Trust Deed Language & Trustee/Lender Steps & Requirements in Foreclosure

E 2959149 B 6580 P 799-813  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2016 1:33:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

When recorded, return to:

5. Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied.

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 11, 2016, together with all Riders to this document.

(B) "Borrower" is TUCKER M HODGSON AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS.

Borrower is the trustor under this Security Instrument.

UTAH--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3045 1/01  
Ellie Mae, Inc. Page 1 of 15

UTEDEDL 0515  
UTEDEDL (GLS)  
08/10/2016 08:27 AM PST



After Recording Return To:  
Lundberg & Associates  
3269 S. Main Street, #100  
Salt Lake City, UT 84115

L&A Case No. 40207  
Team C/SPR



Parcel ID #: 15-02-258-001

(Space above for County Recorder's use)

9166139  
09/07/2004 02:23 PM #12-0  
Book - 9034 Pg - 7122-7123  
SARY W. OTT  
RECORDER, SALT LAKE COUNTY, U  
EXCHANGE PROPERTIES LLC  
11075 S STATE STREET  
UNIT 4 STE 104  
SANDY UT 84070  
BY: SLR, DEPUTY - WI 2 P.

# Trustee's Deed

Used after a non-judicial foreclosure of a Deed of Trust  
Contains no warranty

## TRUSTEE'S DEED

All applicable statutory provisions of the State of Utah and all of the provisions of the trust deed were complied with as to the acts to be performed and the notices to be given. At the time and place of sale the property was sold to the grantee. Accordingly, the Trustee, by virtue of his authority under the trust deed and in consideration of the premises recited and of the \$21,700.00 bid and paid by the grantee, grants and conveys to the grantee, without any covenant or warranty, express or implied, effective as of the time of the sale, all of the property situated in Salt Lake County, Utah, described as follows:

Beginning at the Northwest corner of Lot 5, Block 34, Plat C, Salt Lake City Survey; East 49.5 feet; thence South 82.5 feet; thence West 49.5 feet; thence North 82.5 feet to the point of beginning.

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property.



## Trust Deed Language & Trustee/Lender Steps & Requirements in Foreclosure

E 2959149 B 6580 P 799-813  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2016 1:33:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

6. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of said county in which the sale took place.

