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New SearchModify SearchPrintable Version

You searched for: RecordingDateID >= Thu May 01 00:00:00 MDT 2025 and <= Fri May 16 00:00:00 MDT 2025 and Document Types Searched Over=Notice of Default, Trustee's Deed

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Description	Summary					Add All to My Images
Notice of Default 00832362	B: 1713 P: 1489 05/01/2025 03:36:38 PM Related:	0000	From: LINCOLN TITLE INSURANCE AGENCY	To: RUVALCABA FLORENCIO, VALENZUELA SAVANNAH	Subd: COUNTRYSIDE TERRACE TOWNHOMES UNIT 3 Lot: 84	View ImageAdd to My Images
Notice of Default 00832441	B: 1713 P: 1742, 05/02/2025 02:28:02 PM Related:	D-0518- 0043-0007	ERRACE TOWNHOMES, U From: HALLIDAY WATKINS & MANN P C LEY ESTATES SUBDIVISIO	To: ADAMS HOLLY H/STEVEN N, ADAMS STEVEN N	Subd: MID VALLEY ESTATES UNIT 2 BLK 11 Lot: 17 Block: 11	View ImageAdd to My Images
Notice of Default 00832504	B: 1714 P: 156, 05/05/2025 03:06:32 PM Related:	B-1565-0053- 0000	From: HALLIDAY WATKINS & MANN P C S SUBDIVISION, PHASE I	To: FRANCO JOSE A	Subd: CEDAR MEADOWS SUBDIVISION Lot: 53	View ImageAdd to My Images
Notice of Default 00832548	B: 1714 P: 494, 05/06/2025 11:09:58 AM Related:	0000	W		C Subd: MEADOWS RANCH AMENDED Lot: 3	View ImageAdd to My Images
	W1/2 OF LOT B: 1714 P:		S RANCH SUBDIVISION, A From: CEDAR RESERVE	AMENDED; TOG W/ To: HANSON AUSTIN B	Subd: CEDAR RESERVE	
Notice of Default 00832705	1396 05/09/2025 11:07:03 AM Related:	0000	HOMEONWERS ASSOCIATION INC	IV. III. ISSIV ROSIII V B	PUD UNIT C Unit: 102	View ImageAdd to My Images

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00832362 B: 1713 P: 1489

B: 1713 P: 1489 Fee \$40.00

Carri R. Jeffries, Iron County Recorder - Page 1 of 1 05/01/2025 03:36:38 PM By: SMITH KNOWLES PC

WHEN RECORDED, RETURN TO: Lincoln Title Insurance Agency C/O Smith Knowles, PLLC 2225 Washington Boulevard, Suite 200 Ogden, Utah 84401 Telephone: (801) 476-0303 File No. UTAH04-6871

NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN that LINCOLN TITLE INSURANCE AGENCY, a title insurance company authorized and actually doing business in the State of Utah, whose business address is 5151 S 400 E, #101, Washington Terrace, UT 84405, is the duly appointed Successor Trustee under a certain DEED OF TRUST ("Trust Deed") dated MAY 18, 2021, and executed by FLORENCIO RUVALCABA AND SAVANNAH VALENZUELA, as Trustor(s), to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR CARDINAL FINANCIAL COMPANY, LIMITED PARTNERSHIP, its successors and assigns, as Beneficiary, and AMERICAN FIRST ESCROW AND TITLE INSURANCE AGENCY, as Trustee, which Trust Deed was recorded on MAY 20, 2021, as Entry No. 00769401, in Book 1552, at Page 27, AND RE-RECORDED ON JUNE 24, 2021, as Entry No. 00771984, in Book 1558, at Page 995, in the Official Records of IRON County, State of Utah, describing land therein situated in IRON County, Utah, and more particularly as follows:

LOT 84, COUNTRYSIDE TERRACE TOWNHOMES, UNIT 3 PLANNED UNIT DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE IRON COUNTY RECORDER'S OFFICE, STATE OF UTAH.

B-1742-0084-0000

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

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

DATED: May 1, 2025

LINCOLN TITLE INSURANCE AGENCY

By:

Kenyon D. Dove

Its: Authorized Agent

STATE OF UTAH

COUNTY OF WEBER

On May 1, 2025, before me, the undersigned, a Notary Public, personally appeared, Kenyon D. Dove, who did say that they are an Authorized Agent of Lincoln Title Insurance Agency, that the within and foregoing instrument was signed on behalf of said corporation by authority of a Resolution of its Board of Directors, and that they duly acknowledged to me that the corporation executed the same.

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

NOTARY PUBLIC

00832441 B: 1713 P: 1742

B: 1713 P: 1742 Fee \$40.00

Carri R. Jeffries, Iron County Recorder - Page 1 of 2 05/02/2025 02:28:02 PM By: HALLIDAY, WATKINS & MANN, P.C.

AFTER RECORDING RETURN TO: Halliday, Watkins & Mann, P.C.

376 East 400 South, Suite 300 Salt Lake City, UT 84111

File No. UT26183

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN by the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee,

 $that\ a\ default\ has\ occurred\ under\ a\ Trust\ Deed\ dated\ September\ 25,\ 2015,\ and\ executed\ by\ Holly\ H.\ Adams\ and\ Steven$

N. Adams, as Trustors, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for

Ditech Financial LLC, its successors and assigns as Beneficiary, but U.S. Bank Trust National Association, as Trustee

of BKPL-EG Holding Trust being the present Beneficiary, in which First American Title Insurance Company was

 $named\ as\ Trustee.\ The\ Trust\ Deed\ was\ recorded\ in\ Iron\ County,\ Utah,\ on\ October\ 8,\ 2015,\ as\ Entry\ No.\ 00675539,\ in$

Book 1326, at Page 1039, of Official Records, all relating to and describing the real property situated in Iron County,

Utah, particularly described as follows:

Lot 17, Block 11, Mid Valley Estates Subdivision, Unit 2, according to the official plat thereof, as filed in the office

of the Iron County Recorder. TAX # D-0518-0043-0007

Purportedly known as 5098 North 2950 West, Cedar City, UT 84720 aka 84721-5509 (the undersigned disclaims

liability for any error in the address).

That the default which has occurred is the breach of obligations under the Trust Deed and Note which includes

the failure of the Trustors and subsequent owners if any, to pay the monthly installments when due as set forth in the

Note. Under the provisions of the Promissory Note and Trust Deed, the principal balance is accelerated and now due,

together with accruing interest, late charges, costs and trustees' and attorneys' fees. There is also due all of the expenses

and fees of these foreclosure proceedings.

The Successor Trustee declares all sums secured thereby immediately due and payable and elects to sell the

property described in the Trust Deed. The default is subject to reinstatement in accordance with Utah law. All

reinstatements, assumptions or payoffs must be in lawful money of the United States of America, or certified funds.

Personal Checks will not be accepted.

Notice is also given that despite any possible reduced payment arrangement agreed to by the Beneficiary and/or the Beneficiary's agent, hereafter, the Beneficiary, and/or Beneficiary's agent, does not necessarily intend to instruct the Successor Trustee to defer giving the notice of sale and completing foreclosure beyond the earliest time legally allowed, unless the Beneficiary specifically agrees otherwise in writing.

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

Dated:05	5/02/2025	
		HALLIDAY, WATKINS & MANN, P.C.:
		By:
		Name: Jessica Oliveri Attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee 376 East 400 South, Suite 300, Salt Lake City, UT 84111 Telephone: 801-355-2886 Office Hours: MonFri., 8AM-5PM (MST) File No. UT26183
STATE OF UTAH)	
County of Salt Lake	: ss.)	
The foregoing	instrument was acknowledged	before me on05/02/2025
by Jessica Oliveri as an	attorney and authorized agent of	f the law firm of Halliday, Watkins & Mann, P.C., the Successor
Trustee.		

ELIJULITH G TROTTER

Notary Public

State of Utah

Commission No. 734450

My Commission Expires Dec 1, 2027

Remotely Notarized with audio/video via Simplifile

Sufi Troppere
Notary Public

00832441 B: 1713 P: 1743

B: 1714 P: 156

B: 1714 P: 156 Fee \$40.00

Carri R. Jeffries, Iron County Recorder - Page 1 of 2

05/05/2025 03:06:32 PM By: HALLIDAY, WATKINS & MANN, P.C.

AFTER RECORDING RETURN TO:

Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300

Salt Lake City, UT 84111 File No. UT12539

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN by the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee,

that a default has occurred under a Trust Deed dated July 1, 2019, and executed by Jose A. Franco, as Trustor, in favor

of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Broker Solutions, Inc. dba New

American Funding, its successors and assigns, as Beneficiary, but New American Funding LLC fka Broker Solutions

Inc. dba New American Funding being the present Beneficiary, in which American First Escrow and Title Insurance

Agency was named as Trustee. The Trust Deed was recorded in Iron County, Utah, on July 1, 2019, as Entry No.

00730353, in Book 1449, at Page 489, and modified pursuant to the Modification recorded on September 20, 2022,

as Entry No. 00797125, in Book 1623, at Page 95, and modified pursuant to the Modification recorded on October 19,

2023, as Entry No. 00811137, in Book 1658, at Page 285, and modified pursuant to the Modification recorded on

January 21, 2025, as Entry No. 0828209, in Book 1702, at Page 974, of Official Records, all relating to and describing

the real property situated in Iron County, Utah, particularly described as follows:

All of Lot 53, Cedar Meadows Subdivision, Phase 1, according to the Official Plat thereof, recorded in the Office of

the Iron County Recorder, State of Utah. TAX # B-1565-0053-0000

Purportedly known as 35 North 4050 West, Cedar City, UT 84720 (the undersigned disclaims liability for any error in

the address).

That the default which has occurred is the breach of obligations under the Trust Deed and Note which includes

the failure of the Trustor and subsequent owners if any, to pay the monthly installments when due as set forth in the

Note. Under the provisions of the Promissory Note and Trust Deed, the principal balance is accelerated and now due,

together with accruing interest, late charges, costs and trustees' and attorneys' fees. There is also due all of the expenses

and fees of these foreclosure proceedings.

The Successor Trustee declares all sums secured thereby immediately due and payable and elects to sell the

property described in the Trust Deed. The default is subject to reinstatement in accordance with Utah law. All

reinstatements, assumptions or payoffs must be in lawful money of the United States of America, or certified funds.

Personal Checks will not be accepted.

Notice is also given that despite any possible reduced payment arrangement agreed to by the Beneficiary and/or the Beneficiary's agent, hereafter, the Beneficiary, and/or Beneficiary's agent, does not necessarily intend to instruct the Successor Trustee to defer giving the notice of sale and completing foreclosure beyond the earliest time legally allowed, unless the Beneficiary specifically agrees otherwise in writing.

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

Dated:05	5/05/2025	
		HALLIDAY, WATKINS & MANN, P.C.:
		By: Tessica Oliveri
		Name: Jessica Oliveri Attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee 376 East 400 South, Suite 300, Salt Lake City, UT 84111 Telephone: 801-355-2886 Office Hours: MonFri., 8AM-5PM (MST) File No. UT12539
STATE OF UTAH)	110110. 0112337
County of Salt Lake	: ss.)	
The foregoing	g instrument was acknowledge	ed before me on05/05/2025
by Jessica Oliveri as an	attorney and authorized agent	of the law firm of Halliday, Watkins & Mann, P.C., the Successor
Trustee.		
ALOF THE	MARGARET LEE	Man et A

Remotely Notarized with audio/video via Simplifile

State of Utah Commission No. 736006

My Commission Expires Mar 22, 2028

Notary Public

00832504 B: 1714 P: 157

00832548
B: 1714 P: 494 Fee \$40.00
Carri R. Jeffries, Iron County Recorder Page 1 of 4
05/06/2025 11:09:58 AM By JUSTIN W WAYMENT PC

NOTICE OF DEFAULT PARCEL NO. E-0209-0003-0000

NOTICE IS HEREBY GIVEN:

That **Justin W. Wayment, Attorney at Law,** is the Successor Trustee under a Trust Deed, ("Trust Deed"), executed by Catena Farms, LLC, as Trustor, in which D. Brent Williams and Bruce R. Williams are named as Beneficiaries pursuant to a Trust Deed With Assignment of Rents recorded March 24, 2017, as Entry No. 00695832, Book 1371, Page 1034-1038, of Official Records of Iron County, Utah, which Trust Deed describes the following trust property located in Iron County, State of Utah Trust Deed and Trust Deed Note describes the following trust property located in Iron County, State of Utah:

EXHIBIT "A"

All of the West ½ of Lot 3, MEADOWS RANCH SUBDIVISION, as amended according to the Official Plat thereof on file in the Office of the Iron County Recorder.

Together with 1 share in the Meadows Ranch Homeowners Association.

Excepting therefrom 50% of all oil, gas and/or other minerals, in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

The beneficial interest under said Trust Deed and Trust Deed Note and the obligations secured thereby is currently owned and/or managed by D. Brent Williams and Bruce R. Williams. The property is vested in the name of Catena Farms, LLC.

Said Assignment of Trust Deed and Trust Deed Note secures an obligation payable by Trustor as Beneficiary, represented by a Trust Deed With Assignment of Rents which is secured by the Trust Deed Note executed on or about March 10, 2017, in the principal amount of as contained on the Trust Deed Note. A breach of the obligation has occurred as follows:

- 1. On or about March 10, 2017, in Iron County, State of Utah, for good and valuable consideration, Benjamin Daniel Barlow and Tilton Johnson Barlow, executed and delivered on behalf of Catena Farms, LLC as Trustor, to D. Brent Williams and Bruce R. Williams, a Trust Deed Note Secured by a Trust Deed With Assignment of Rents in the principal sum as set forth in the Trust Deed Note, as Beneficiary.
- 2. Pursuant to the terms of the Trust Deed Note, Trustor was to pay principle plus accrued interest, commencing April 10th, 2017 and on the 10th day of each month thereafter \$1,409.25, until the principal balance plus accrued interest is paid in full together with a service charge to be split between Buyer and Seller, as set forth in the Trust Deed Note & Escrow Instructions.
- 3. The Trustor, Catena Farms, LLC, has defaulted under the terms of the Trust Deed Note in that it has failed to make the monthly payments and is currently delinquent.
- 6. Pursuant to the terms identified in the Note and/or Trust Deed, and upon default by Trustor, the entire balance due and owing under the Trust Deed and Trust Deed Note is accelerated and now due and owing in the full amount of the Note with all accruing interest, costs and attorney fees. A full payoff can be obtained from the undersigned Trustee.
- 7. Attorney's fees in the amount of Four Hundred Dollars (\$450.00) and title costs in the amount of Three Hundred Fifty Dollars (\$300.00) has been incurred to date and has not been paid.

By reason of such default, the current Beneficiaries and Trustee has declared and do hereby declare all sums secured thereby immediately due and payable and have elected and do hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

00832548
B: 1714 P: 495 Fee \$40.00
Carri R. Jeffries, Iron County Recorder Page 2 of 05/06/2025 11:09:58 AM By JUSTIN W WAYMENT PC

During the period of this Notice of Default, parties having an interest in the property may cure the default by paying arrearages and costs which current amount may be obtained from Justin W. Wayment, P.O. Box 1808, Cedar City, Utah, Telephone Number: 1-435-586-3300.

If you believe that you are entitled to the benefits of the Service Members Civil Relief Act, you should promptly provide us with evidence of your active duty status.

Please Note: If you are currently in bankruptcy or have been discharged from your mortgage obligation through bankruptcy, this notice is given only to comply with the requirements of the Federal Fair Debt Collection Practices Act. We are NOT attempting to collect a discharged debt or violate the automatic stay in bankruptcy.

[Signature and Notary on Following Page]

DATED this 24 day of April, 2025.

Justin W. Wayment, Bar No. 7011, Successor Trustee

By: Justin W. Wayment 51 East 400 North #1 Cedar City, UT 84720 (435) 586-3300

Office Hours: 8:00 a.m. -5:00 p.m.

STATE OF UTAH) : ss. COUNTY OF IRON)

On the 24⁴ day of April, 2025, personally appeared before me JUSTIN W. WAYMENT, Attorney at Law, State Bar No. 7011, Successor Trustee, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Notary Public

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

00832705 B: 1714 P: 1396

B: 1714 P: 1396 Fee \$40.00 Carri R. Jeffries, Iron County Recorder - Page 1 of 1 05/09/2025 11:07:03 AM By: MILLER HARRISON LLC

WHEN RECORDED, RETURN TO: MILLER HARRISON LLC

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

Acct: 1339

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN THAT the Cedar Reserve Homeowners Association, Inc. (the "Association") is the beneficiary under the Declaration of Protective Covenants, Conditions, & Restrictions for Cedar Reserve Homeowners Association recorded on January 20, 2021 as Entry No. 00760784 (the "Declaration"), which is recorded as record notice and perfection of the lien upon those certain lands and premises owned by Austin B Hanson located at 3128 W 1700 N #E, Cedar City, UT 84721, lying in Iron County, Utah and further described as follows:

<u>Legal Description</u>: UNIT 102, CEDAR RESERVE P.U.D UNIT C Parcel ID #: B-1825-0102-0000

A breach of the Owner's obligations has occurred, as provided in the Declaration of Protective Covenants, Conditions, & Restrictions for Cedar Reserve Homeowners Association, as amended (the "Declaration"), which obligations are secured by the above-described property, and the Owner has defaulted and failed to make payment. The Association has elected, pursuant to the terms of the Declaration and other applicable law, to declare the Owner's entire amount of unpaid common area maintenance fees, interest, and late fees, attorney's fees, and costs of collection and foreclosure to be immediately due and payable. By pursuing its rights of nonjudicial foreclosure under this Notice of Default, the Association is not attempting to, nor will the Association collect through nonjudicial foreclosure, any fine which may have accrued as part of the Association's continuing lien as precluded in Utah Code §§ 57-8a-303 and 57-8-46, whether included in the notice of lien or not. The Association further herby gives notice that the above-described real property shall be sold to satisfy the aforestated obligations, in addition to present and further accruing interest, reasonable attorney's fees, and other costs of collection and further accruing common area maintenance fees and penalties.

In accordance with Utah Code Ann. §57-1-26(3)(b), a copy of this notice is being sent to the owner(s) of the above property. This notice reflects a debt against the property and is not an attempt to collect a debt from the owner(s), to the extent he/she/they have discharged personal liability through bankruptcy proceedings.

DATE FILED: May 9, 2025.		Cedar Reserve Homeowners Association, Inc.
STATE OF UTAH)		
COUNTY OF WASHINGTON) ss)	Caleb O. Andrews, Attorney-in-Fact

On May 9, 2025, personally appeared before me Caleb O. Andrews, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Autumn Kirkham
Notary Public, State of Utah
Commission # 740906
My Commission Expires
January 7, 2029

Notary Public