	-				1
Start Date					
End Date					
Number Book	KOI Recordir Documei Mailback	nt Date	Recording I Considerati	Fee Related Entry on	Recorded For Return To
	From			То	
	Parcel	Legal			
	Notice of Defa 05/01/2025 01 05/01/2025	:23:35 PM	\$40.00	20170041780	BANGERTER FRAZIER GROUP, PC BANGERTER FRAZIER GROUP, PC 912 WEST 1600 SOUTH STE A-200 ST GEORGE, UT 84770
PU	JRCELL JAME	SC		BALDWIN GERALD BALDWIN PEGGY	
SG-V	/ISR-5-82 \$	Subdivision: VILLAS	AT SUN RIVER ST	GEORGE 5 (SG) Lot: 82	
	Notice of Defa 05/02/2025 04 05/02/2025		\$40.00	00782242	MORTGAGE CONNECT - TSG MORTGAGE CONNECT - TSG 2850 REDHILL AVE STE 220 SANTA ANA, CA 92705-5544
OF	RANGE TITLE	INSURANCE AGEN	CY INC	SNOW KIM SNOW JANICE	
I-43- <i>i</i>		Subdivision: IVINS T	OWN SURVEY BLK	8 (I) Lot: 5 S1/2 LOT 5 BLK	8 PLAT A ITS. LESS: S 20
	Notice of Defa 05/05/2025 03 05/05/2025		\$40.00	20160036994	HALLIDAY, WATKINS & MANN, P.C. HALLIDAY, WATKINS & MANN, P.C. 376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111
HA		KINS & MANN PC		KELLER CHRISTOPHER J	
H-33				S W FM NE COR SE1/4 NE1 T; TH E 82.5 FT TO POB	/4 SEC 34 T41S R13W TH
	Notice of Defa 05/05/2025 03 05/05/2025		\$40.00	20240026703	HALLIDAY, WATKINS & MANN, P.C. HALLIDAY, WATKINS & MANN, P.C. 376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111
		KINS & MANN PC		AIRPORT PASTURE PROP	ERTY LLC
	VZ-5-74 S	Subdivision: PARADI	\$40.00	20220046115	SCALLEY READING BATES
	05/05/2025 04 05/05/2025				HANSEN & RASMUSSEN, P.C. SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. 15 W SOUTH TEMPLE, STE 600 SALT LAKE CITY, UT 84101
SC	ALLEY READ	ING BATES HANSE	N & RASMUSSEN	CLAWSON JARED D CLAWSON TRACEY LYNN	
SG-G	GV-5-2 S	Subdivision: GREEN	VALLEY 5 AMD (S	G) Lot: 2	
	Notice of Defa 05/05/2025 04 05/05/2025		\$40.00	20220049268	SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. SCALLEY READING BATES HANSEN & RASMUSSEN,

Doc Number Book Page	KOI Recording Document Mailback I	t Date	Recording Fo Consideratio	ee Related Entry n	Recorded For Return To
	From			То	
	Parcel	Legal			
					P.C. 15 W SOUTH TEMPLE, STE 600 SALT LAKE CITY, UT 84101
:	SCALLEY READIN	IG BATES IIANS	SEN & RASMUSSEN	SMITH ERIC SMITH BROOKE	
SG	G-MVF-3-29 Su	bdivision: MEAD	OOW VALLEY FARMS 3	s (SG) Lot: 29	
20250015753	Notice of Defaul 05/07/2025 11:1 05/06/2025		\$40.00	20220049400	HALLIDAY, WATKINS & MANN, P.C. HALLIDAY, WATKINS & MANN, P.C. 376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111
	HALLIDAY WATKI			GAETH GARY	
			RAGE 1 CONDO (SG)		
20250015847	Notice of Defaul 05/07/2025 02:5 05/07/2025 05/09/2025 07:2	52:54 PM	\$40.00	20250006448	PARSON BEHLE AND LATIMER PARSON BEHLE AND LATIMER 965 E 700 S STE 305 SAINT GEORGE, UT 84790
(GALLIAN RUSSEL	L J	E	BENNETT JOE TYLER	
SG	G-BLH-11-78 Su	bdivision: BLOC	MINGTON HILLS 11 (S	G) Lot: 78	
20250015865	Trustee's Deed 05/07/2025 04:0 05/07/2025)3:30 PM	\$40.00 \$370,600.00	20210043201	HALLIDAY, WATKINS & MANN, P.C. HALLIDAY, WATKINS & MANN, P.C. 376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111
5	HALLIDAY WATKI SMITH KYLIE SMITH BRYAN CC	DY		AKEVIEW LOAN SERVICING	3 LLC
			HINGTON PARK 1 (W) I		
20250015874	Notice of Defaul 05/07/2025 04:1 05/07/2025		\$40.00	20220044998	SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. 15 W SOUTH TEMPLE, STE 600 SALT LAKE CITY, UT 84101
\$	SCALLEY READIN	IG BATES HANS	SEN & RASMUSSEN H	IANCOCK CORBY IANCOCK MICHELLE	
			BERRY EST 4 (SG) Lot:		
20250015960	Notice of Defaul 05/08/2025 12:0 05/08/2025		\$40.00	20220001562	SMITH KNOWLES PC SMITH KNOWLES PC 2225 WASHINGTON BLVD., STE. 200 OGDEN, UT 84401
			C	GOTBERG PAUL D GOTBERG COLLEEN	
			ER HILLS EAST 1 (SG)		
20250016021	Notice of Defaul 05/08/2025 02:4 05/08/2025		\$40.00	20230006769	KIRTON & MCCONKIE KIRTON & MCCONKIE 36 SOUTH STATE STREET, SUITE 1900 SALT LAKE CITY, UT 84111

-	SINK JEREMY					
	-SHOT-1-11		TING STAR 1 (W) Lot			
20250016427	Notice of De 05/12/2025 (05/12/2025		\$40.00	20220054016	SCALLEY READING BA HANSEN & RASMUSSI P.C.	
					SCALLEY READING BA HANSEN & RASMUSSI P.C.	
					15 W SOUTH TEMPLE, 600	, STE
					SALT LAKE CITY, UT 8	4101
				GUADALAJARA GRILL INC		
LV	/-42-A-3		A-3): E NORTHEAST COR	NER OF THE NORTHWEST OF SECTION 26, TOWNSHI		
			AND MERIDIAN AND	RUNNING THENCE SOUTH	1 0°23'03" EAST ALONG	
		THE 1/16 LINE, 744.69 F THE	EET TO A POINT ON	N THE LA VERKIN CITY LIMI	TS AND THE THREAD OF	
			ORTH 67°52'36" WE	ST ALONG SAID LA VERKIN	CITY LIMITS AND THE	
			.49 FEET; THENCE	CONTINUING ALONG SAID	LA VERKIN CITY LIMITS	
		THE THREAD OF T ALONG SAID LA VE EAST,	HE RIVER, NORTH 4 ERKIN CITY LIMITS /	41°51'15" WEST, 467.98 FEE AND THE THREAD OF THE I	ET; THENCE CONTINUING RIVER, NORTH 24°10'09"	
		163.02 FEET TO A		TH LINE OF THE NORTHWI OF SAID SECTION 26; THEI		
		ALONG SAID NORT		T TO THE POINT OF BEGINI	NING.	
LV	/-42-A-2-C	PARCEL 2 (LV-42- BEGINNING AT A F 1081.74		'10" WEST ALONG THE QUA	ARTER SECTION LINE,	
			AST QUARTER COP	RNER OF SECTION 26, TOW	/NSHIP 41 SOUTH,	
			BASE AND MERIDIA	AN, AND RUNNING THENCE	SOUTH 65°40'16" EAST	
			UTH 21°08'44" WES	T 102.14 FEET; THENCE NC	ORTH 77°41'48" WEST	
			2°04'44" EAST 112.0	0 FEET TO A POINT ON THE	E QUARTER SECTION	
		THENCE SOUTH 89 THE POINT OF BEGINNING.	9°57'10" EAST, ALON	NG THE QUARTER SECTION	N LINE, 75.56 FEET TO	
		BEGINNING AT TH		CRIBED ON VARIOUS RECO NER OF SECTION 26, TOW		
		PARALLEL TO THE	NORTH LINE OF SA	AN, THENCE SOUTH 2652.4 AID SECTION 26, TO STATE IG WEST APPROXIMATELY	HIGHWAY ENGINEER'S	
		10.0 FEET WEST OF TH	E WEST LINE OF SA	AID STATE HIGHWAY; THEN 60.0 FEET, TO THE TRUE P	NCE SOUTH 21°04' WEST	
			POINT OF BEGINNIN	NG, RUNNING THENCE SOL	JTH 21°04' WEST	
			HIGHWAY 100.0 FEI	ET; THENCE APPROXIMATE	ELY NORTH 77°30' WEST	
		185.0 FEET; THENCE AP NORTH	PROXIMATELY NOR	RTH 12° EAST 112.0 FEET. M	IORE OR LESS, TO THE	
			SE 1/4 OF SAID SE	CTION 26; THENCE EAST O	IN THE NORTH LINE OF	
		-	TANCE OF 68.0 FEE	T; THENCE APPROXIMATE	LY SOUTH 65°45' EAST	
				POINT OF BEGINNING, BEI	NG A PART OF THE NE1/4	
LV	/-42-A-2-2	PARCEL 3 (LV-42-	A-2-2):			
		SOUTHEAST QUAR		RNER OF THE NORTHEAST OF SECTION 26, TOWNSHI		
		WEST, SALT LAKE BASE A THE	AND MERIDIAN, AND	RUNNING THENCE SOUTH	H 89°57'10" EAST ALONG	
			N LINE A DISTANCE	OF 165.87 FEET, MORE OF	R LESS, TO THE	

	NORTHWEST
	CORNER OF THE ANGUS POTTER PROPERTY AS IDENTIFIED IN BOOK 457, AT PAGE 23, OF
	OFFICIAL RECORDS; THENCE APPROXIMATELY SOUTH 12" WEST 111.81 FEET, MORE OR LESS.
	TO A CORNER OF THE ABOVE POTTER PROPERTY; THENCE SOUTH 77°30' EAST, 195.11 FEET.
	MORE OR LESS, ALONG THE SOUTH LINE OF POTTER PROPERTY, AND AN EXTENSION THEREOF, TO THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9; THENCE SOUTH 21°08'45"
	WEST, 70.37 FEET, MORE OR LESS, ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST
	CORNER OF THE HOME COMPANY PROPERTY, AS IDENTIFIED IN BOOK 940, AT PAGE 587 OF
	OFFICIAL RECORDS; THENCE NORTH 89°57'10" WEST, 305.34 FEET, MORE OR LESS, TO
	THE 1/16 SECTION LINE; THENCE NORTH 00°37'49" WEST, 217.12 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
LV-42-E	PARCEL 4 (LV-42-E):
	COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST,
	SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0°37'49" EAST ALONG THE
	1/16 LINE 217.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°37'49" EAST, 373.10
	FEET TO A POINT ON TOP OF A SHEAR LEDGE; THENCE SOUTH 81°11'16" EAST, ALONG SAID
	LEDGE 151.06 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9; THENCE NORTH
	21°08'45" EAST ALONG SAID RIGHT OF WAY LINE 424.33 FEET; THENCE NORTH 89°57'10"
	WEST, 305.34 FEET TO THE TRUE POINT OF BEGINNING.
LV-42-A-2-1	PARCEL 5 (LV-42-A-2-1): BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, THENCE
	SOUTH ALONG 1/16 LINE 1254 FEET, MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY U-17; THENCE NORTH ALONG HIGHWAY RIGHT OF WAY TO THE NORTH LINE
	OF THE SOUTHEAST QUARTER; THENCE WEST TO THE POINT OF BEGINNING.
	LESS AND EXCEPTING THEREFROM: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 THENCE SOUTH
	0°37'49" EAST LONG 1/16 SECTION LINE 217.12 FEET TO THE POINT OF BEGINNING; THENCE
	SOUTH 0°37'49" EAST 373.1 FEET TO TOP OF SHEER LEDGE; THENCE SOUTH 81°11'16" EAST
	ALONG LEDGE 151.06 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9: THENCE
	NORTH 21°09'45" EAST ALONG SAID RIGHT OF WAY LINE 424.33 FEET: THENCE NORTH 89°57'10"
	WEST 305.34 FEET TO THE POINT OF BEGINNING.
	ALSO LESS AND EXCEPTING THEREFROM: BEGINNING NORTH 89°57'10" WEST 942.215
	FEET ALONG COUNTY SECTION LINE AND SOUTH 21°08'45" WEST 60 FEET ALONG A LINE
	PARALLEL TO AND 10 FEET FROM THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9 FROM THE
	EAST QUARTER CORNER OF SECTION 26; THENCE SOUTH 21°08'45" WEST 100 FEET; THENCE
	NORTH
	77°30' WEST 185 FEET; THENCE NORTH 12° EAST 111.805 FEET TO THE COUNTY SECTION LINE;
	THENCE SOUTH 89°57'10" EAST 68 FEET ALONG THE COUNTY SECTION LINE; THENCE SOUTH
	65°54'44" EAST 137.41 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING THEREFROM:
	BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 THENCE SOUTH 89°57'10"
	EAST ALONG THE QUARTER SECTION LINE 165.87 FEET MORE OR LESS TO THE NORTHWEST
	CORNER OF POTTER PROPERTY; THENCE SOUTH 12° WEST 111.81 FEET MORE OR LESS TO THE CORNER OF THE POTTER PROPERTY; THENCE SOUTH 77°30' EAST 165.11 FEET
	MORE OR LESS ALONG THE SOUTH LINE OF POTTER PROPERTY AND EXTENSION TO THE

					410
	LV-168-B	MORE OR LESS ALON PROPERTY; THENCE NORT THENCE NORT THENCE NORTH 0°37'49 ALSO LESS AN HURRICANE CITY. PARCEL 6 (LV A PARCEL 0F I 41 SOUTH, RANGI VERKIN, UTAH: BEGINN TOWNSHIP 41 SOUTH, RANGI 89°57'10" WEST, A DISTA EAST QUARTER COF CORNER BEING VERIFIE WASHINGTON ALONG THE CENTER S RED CAP AT THE EI FOLLOWING 7 COURSES, M THENCE SOUT 80°56'46" EAST OF 50.44 FEET; THENCE 74°24'16" EAST A DISTAN FEET TO	IG RIGHT OF WAY LI H 89°57'10" WEST 30 "WEST 217.12 FEET D EXCEPTING THER AND LOCATED IN T E 13 WEST, SALT LA ING AT THE CENTER E 13 WEST, SALT LA ING AT THE CENTER E 13 WEST, SALT LA INGE OF 1323.18 FEI ENER OF SAID SECT D AS SHOWN ON RE COUNTY RECORDE SECTION LINE A DIST DGE OF A BASALT C ORE OR LESS; NOR H A DISTANCE OF 43 NORTH 76°41'30" EA	HWAY U-9; THENCE SOUTH 2 INE TO THE NORTHEAST COL 05.34 FEET MORE OR LESS T MORE OR LESS TO POINT O REFROM: SOUTHERLY PORTI HE NORTHEAST QUARTER O KE BASE & MERIDIAN, WASH R EAST SIXTEENTH CORNER KE BASE & MERIDIAN, SAID F ET ALONG THE CENTER SEC ION 26, (SAID SIXTEENTH CO ECORD OF SURVEY #4960-08 R) AND RUNNING THENCE N TANCE OF 532.27 FEET TO A LIFF; THENCE ALONG THE B. TH 22°23'21" EAST, A DISTAN .53 FEET; THENCE NORTH 56 AST, A DISTANCE OF 305.61 I ; THENCE SOUTH 16°43'20" E ID SECTION 26; THENCE ALO	RNER OF HOME CO O 1/16 SECTION LINE; OF BEGINNING. ON OF PROPERTY IN OF SECTION 26, TOWNSHIP INGTON COUNTY, LA OF SECTION 16, POINT BEING NORTH TION LINE FROM THE ORNER AND QUARTER ORNER AND QUARTER ORTH 89°57'10" WEST REBAR MARKED WITH A ASALT CLIFF THE ICE OF 77.49 FEET; S°43'11" EAST, A DISTANCE FEET; THENCE SOUTH (AST A DISTANCE OF 28.46
2025001		of Default 2025 04:20:04 PM	\$40.00	OF 106.83 FEET TO THE POI 20220054015	SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. 15 W SOUTH TEMPLE, STE 600
	0000				SALT LAKE CITY, UT 84101
	SG-5-3-6-4 ERD	421- S: 6 T: 43S R: 1 SEC/L & S00*31 CONVENTION (OF CURV WITH ANG OF 1*48'02 TH N11*07'54" [FT TO POB.	5W BEG AT NW COI '37" E 591.18 FT TO CENTER DR, 66.00 F I 1333.00 FT RAD CU 2"; TH LEAV SD R/W	EN GUADALAJARA GRILL INC R SEC 6, T43S, R15W; TH N89 TRUE POB SD TRUE POB BE T R/W; TH ALG SD R/W/L S21 R LFT; TH 41.89 FT ALG ARC N78*52'05" W 229.42 FT TO E MONT; TH N18*53'31" E 48.36	*28'23" E 959.15 FT ALG ING ON W R/W/L *11'37" W 129.86 FT TO PT OF SD CUR THRU CTL NON-ACCESS LN OF I-15;
2025004	SG-5-3-6-44		¢40.00	20220054044	
2025001		of Default 2025 04:20:59 PM 2025	\$40.00	20220054014	SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. 15 W SOUTH TEMPLE, STE 600 SALT LAKE CITY, UT 84101
	SCALLEY	READING BATES HA	NSEN & RASMUSSE		
	SG-666-B-2	Subdivision: ST A SGCS	GEORGE CITY SUR	PEREZ SHARON PLAT A BLK 45 (SG) Lot: 1 S1	1/2 N1/2 LOT 1 BLK 45 PLAT
2025001		of Default 2025 10:18:17 AM	\$40.00	20240017488	MJOLNIR HOLDINGS LLC MJOLNIR HOLDINGS LLC 1150 E RIVERSIDE DR

Doc Number Book Page		ingDate ent Date k Date	Recording Fee Consideration	Related Entry	Recorded For Return To
	From			То	
	Parcel	Legal			
					#911598 SAINT GEORGE, UT 84791
I	HYDE JARED	S		UEWOOD TY UEWOOD HOLLY	
SG	6-5-3-10-4306	N0*59' W 556.245 F S86*45' E 364.82 FT	T ALG SEC/L TO EXTN F	.G SEC/L FM W1/4 COR SI /L FM E; TH S87*09' E 294 E 516.36 FT; TH S89*36'15 POB.	.5 FT ALG FNC; TH

LESS: ANY LAND IN LITTLE VALLEY RD

Notice of Default Page 1 of 2 Gary Christensen Washington County Recorder 05/01/2025 01:23:35 PM Fee \$40.00 By BANGERTER FRAZIER GROUP, PC

WHEN RECORDED MAIL TO:
BANGERTER FRAZIER GROUP
Attn: James C. Purcell, Esq.
912 West 1600 South, Suite A-200
St. George, UT 84770
Phone: (435) 628-7004

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DECLARATION (Delinquent Assessments)

NOTICE IS HEREBY GIVEN by James C. Purcell, a member of the Utah State Bar and the Trustee appointed by The Villas at Sun River St. George Owners Association, Inc. ("Association"), that a default has occurred under that certain Declaration of Covenants, Conditions, Easements, and Restrictions for The Villas at Sun River St. George ("Declaration"), in the official records of the Washington County Recorder, State of Utah, recorded on October 16, 2017 as Entry No. 20170041780, and any amendments thereto, concerning real property reputed to be owned by Gerald Baldwin and Peggy Baldwin, Husband and Wife as Joint Tenants, covering the following real property located at 4684 South Martin Drive, St. George, Washington County, State of Utah ("Property"), more particularly described as follows:

ALL OF LOT EIGHTY TWO (82), THE VILLAS AT SUN RIVER ST. GEORGE, PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASHINGTON COUNTY RECORDER'S OFFICE, STATE OF UTAH.

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

Tax ID NO.: SG-VISR-5-82

Said Declaration obligates the reputed Owners for assessments and such Owners are delinquent in the payment of such assessments. A Notice of Delinquent Assessment and Lien Clain ("Lien") was recorded on July 26, 2024, as Entry No. 20240023474. A breach of, and default in, the obligations for which the Property is security has occurred in that payment and monthly assessments have not been made when due and there is a delinquency, together with any accruing dues, late fees, attorney fees, interest, costs, expenses, and assessments, which have accrued and are hereafter accruing and incurred in enforcing the terms of the Declaration and Lien.

By reason of said default, the Association has designated James C. Purcell as Trustee by an Appointment of Trustee duly recorded in accordance with all applicable provisions of the laws of the State of Utah and has delivered to said Trustee the Declaration and all documents evidencing

20250015010 05/01/2025 01:23:35 PM Page 2 of 2 Washington County

obligations secured thereby and has elected, and does hereby elect: (1) to declare all sums thereby immediately due and payable including any costs, assessments, expenses and fees incurred in enforcing the terms of the Declaration; and (2) to cause the Property to be sold by said Trustee to satisfy the obligations secured by the Declaration, plus all other amounts as shall hereafter become due.

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

DATED this $/ s^{\prime}$ day of May 2025.

) : ss.

)

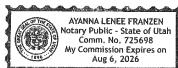
BANGERTER FRAZIER GROUP

James C. Purcell, Trustee

STATE OF UTAH

County of Washington

On the 25^{-1} day of May, 2025, personally appeared before me James C. Purcell, the signer of the above instrument, whose identity is known to me, who duly acknowledged before me that he executed the same.



Notary Public

PURSUANT TO UTAH CODE § 57-1-26(3)(b), THE FOLLOWING CONTACT INFORMATION FOR THE TRUSTEE IS PROVIDED:

> James C. Purcell, Esq. **BANGERTER FRAZIER GROUP** 912 West 1600 South, Suite A-200 St. George, UT 84770 9:00 a.m. through 5:00 p.m. (MST) Monday through Friday, except holidays Telephone: (435) 628-7004

2025 - 0416 Notice of Default

Notice of Default Page 1 of 2 Gary Christensen Washington County Recorder 05/02/2025 04:00:03 PM Fee \$40.00 By MORTGAGE CONNECT - TSG

WHEN RECORDED RETURN TO:

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

NOTICE OF DEFAULT

T.S. NO.: 130334-UT

APN: I-43-A-9

NOTICE IS HEREBY GIVEN THAT KIM SNOW AND JANICE SNOW, HUSBAND & WIFE VESTING JOINT TENANTS WITH RIGHT OF SURVIVORS as Trustor, UNITED TITLE SERVICES as Trustee, in favor of IMC MORTGAGE as Beneficiary, under the Deed of Trust dated 9/17/2002 and recorded on 9/23/2002, as Instrument No. 00782242 in Book 1488 Page 2291, in the official records of Washington County, Utah, covering the following described real property situated in said County and State, to-wit:

ALL OF THE SOUTH ONE-HALF OF LOT 5, BLOCK 8, PLAT "A", IVINS TOWNSITE SURVEY ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LESS AND EXCEPTING THEREFROM THE SOUTH 20.0 FEET THEREOF.

The obligation included a Note for the principal sum of \$69,900.00.

A breach or a default in the obligation for which said Deed of Trust is security has occurred as follows: Installment of Principal and Interest plus impounds and/or advances which became due on 8/1/2024 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

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

20250015284 05/02/2025 04:00:03 PM Page 2 of 2 Washington County

NOTICE OF DEFAULT

T.S. NO. 130334-UT

TRUSTEE CONTACT INFORMATION: ORANGE TITLE INSURANCE AGENCY, INC 374 East 720 South Orem, Utah 84058	
Phone: (800) 500-8757	
Fax: (801) 285-0964	\bigcirc
Hours: Monday-Friday 9a.m5p.m.	ORANGE TITLE INSURANCE AGENCY, INC. Carlos Madrid, Authorized Agent
	certificate verifies only the identity of the individual te is attached, and not the truthfulness, accuracy, or
State of Celefornia } ss. County of San Diego } MAY 0 2 2025	
On before me,	rid Jennifer De La Merced , Notary

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

WITNESS my hand and official seal.

Signature (Seal)

JENNIFER DE LA MERCED Notary Public - California San Diego County Commission # 2479698 Ay Comm. Expires Jan 16, 2028

Notice of Default Page 1 of 2 Gary Christensen Washington County Recorder 05/05/2025 03:03:33 PM Fee \$40.00 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. UT26091

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 19, 2016, and executed by Christopher J. Keller, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Village Capital & Investment, LLC, its successors and assigns as Beneficiary, but Village Capital & Investment LLC being the present Beneficiary, in which Netco Inc. was named as Trustee. The Trust Deed was recorded in Washington County, Utah, on October 4, 2016, as Entry No. 20160036994, of Official Records, all relating to and describing the real property situated in Washington County, Utah, particularly described as follows:

Beginning at a point 38.0 rods West from the Northeast corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 34, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 223.5 feet; thence West 82.5 feet; thence North 223.5 feet; thence East 82.5 feet, to the point of beginning. TAX # H-334-7

Purportedly known as 302 West 300 North, Hurricane, UT 84737 (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.

20250015456 05/05/2025 03:03:33 PM Page 2 of 2 Washington County

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.

05/05/2025 Dated:

>) : ss.

)

HALLIDAY, WATKINS & MANN, P.C.:

By: Jessica Oliveri

Name: Jessica Oliveri Attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee 376 East 400 South, Suite 300, Salt Lake City, UT 84111 Telephone: 801-355-2886 Office Hours: Mon.-Fri., 8AM-5PM (MST) File No. UT26091

STATE OF UTAH County of Salt Lake

> 05/05/2025 The foregoing instrument was acknowledged before me on _

by Jessica Oliveri as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.



Notary Public State of Utah Commission No. 736006

Remotely Notarized with audio/video via Simplifile

Margaret See

Notary Public

Notice of Default Page 1 of 2 Gary Christensen Washington County Recorder 05/05/2025 03:04:49 PM Fee \$40.00 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. UT25999

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN by the law firm of **Halliday, Watkins & Mann, P.C., Successor Trustee**, that a default has occurred under a Trust Deed dated August 23, 2024, and executed by Airport Pasture Property LLC, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for United Wholesale Mortgage, LLC, its successors and assigns as Beneficiary, but OBX 2025-NQM1 Trust being the present Beneficiary, in which Paul M. Halliday, Jr. Halliday & Watkins, P.C. was named as Trustee. The Trust Deed was recorded in Washington County, Utah, on August 26, 2024, as Entry No. 20240026703, of Official Records, all relating to and describing the real property situated in Washington County, Utah, particularly described as follows:

All of Lot 74, Paradise Village at Zion Phase 5, according to the official plat thereof, on file and of record in the office of the Recorder of Washington County, Utah. TAX # SC-PVZ-5-74

Purportedly known as 3800 Paradise Village #74, Santa Clara, UT 84765 (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.

20250015460 05/05/2025 03:04:49 PM Page 2 of 2 Washington County

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: 05/05/2025

) : ss.

)

HALLIDAY, WATKINS & MANN, P.C.:

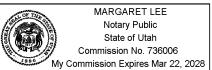
Jessica Oliveri By: _

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: Mon.-Fri., 8AM-5PM (MST) File No. UT25999

STATE OF UTAH County of Salt Lake

The foregoing instrument was acknowledged before me on _____05/05/2025____

by Jessica Oliveri as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.



Remotely Notarized with audio/video via Simplifile

Margaret See

Notary Public

Notice of Default Page 1 of 1 Gary Christensen Washington County Recorder 05/05/2025 04:43:59 PM Fee \$40.00 By SCALLEY READING BATES HANSEN & RASMUSSEN, P.C.

Electronically Recorded For: SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. Attn: Marlon L. Bates 15 West South Temple, Ste 600 Salt Lake City, Utah 84101 Telephone No. (801) 531-7870 Business Hours: 9:00 am to 5:00 pm (Mon.-Fri.) Trustee No. 27050-699F Parcel No. SG-GV-5-2

NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN by Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee, that a default has occurred under the Deed of Trust executed by Jared D. Clawson and Tracey Lynn Clawson, husband and wife, as joint tenants, as trustor(s), in which Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Mountain America Federal Credit Union, its successors and assigns is named as beneficiary, and Infinity Title Insurance Agency, LLC is appointed trustee, and filed for record on October 11, 2022, and recorded as Entry No. 20220046115, Records of Washington County, Utah.

LOT 2, GREEN VALLEY SUBDIVISION NO. 5 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

A breach of an obligation for which the trust property was conveyed as security has occurred. Specifically, the trustor(s) failed to pay the March 1, 2024 monthly installment and all subsequent installments thereafter as required by the Note. Therefore, pursuant to the demand and election of the beneficiary, the trustee hereby elects to sell the trust property to satisfy the delinquent obligations referred to above. All delinquent payments, late charges, foreclosure costs, and property taxes and assessments, if any, must be paid in full within three months of the recording of this Notice to reinstate the loan. Furthermore, any other default, such as a conveyance of the property to a third party, allowing liens and encumbrances to be placed upon the property, or allowing a superior lien to be in default, must also be cured within the three-month period to reinstate the loan.

DATED this <u>5</u> day of <u>May</u>, 2025.

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

trustee

By: Marlon L. Bates Its: Supervising Partner

STATE OF UTAH

COUNTY OF SALT LAKE

) : ss)

The foregoing instrument was acknowledged before me this 5 day of <u>May</u>, 2025, by Marlon L. Bates, the Supervising Partner of Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee.



NOTARY PUBLIC

Notice of Default Page 1 of 1 Gary Christensen Washington County Recorder 05/05/2025 04:44:23 PM Fee \$40.00 By SCALLEY READING BATES HANSEN & RASMUSSEN, P.C.

Electronically Recorded For: SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. Attn: Marlon L. Bates 15 West South Temple, Ste 600 Salt Lake City, Utah 84101 Telephone No. (801) 531-7870 Business Hours: 9:00 am to 5:00 pm (Mon.-Fri.) Trustee No. 92069-395F Parcel No. SG MVF-3-29

NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN by Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee, that a default has occurred under the Deed of Trust executed by Eric Smith and Brooke Smith, as trustor(s), in which Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for University First Federal Credit Union, its successors and assigns is named as beneficiary, and Backman Title – St. George is appointed trustee, and filed for record on November 7, 2022, and recorded as Entry No. 20220049268, Records of Washington County, Utah.

LOT 29, MEADOW VALLEY FARMS - PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER.

A breach of an obligation for which the trust property was conveyed as security has occurred. Specifically, the trustor(s) failed to pay the November 1, 2024 monthly installment and all subsequent installments thereafter as required by the Note. Therefore, pursuant to the demand and election of the beneficiary, the trustee hereby elects to sell the trust property to satisfy the delinquent obligations referred to above. All delinquent payments, late charges, foreclosure costs, and property taxes and assessments, if any, must be paid in full within three months of the recording of this Notice to reinstate the loan. Furthermore, any other default, such as a conveyance of the property to a third party, allowing liens and encumbrances to be placed upon the property, or allowing a superior lien to be in default, must also be cured within the three-month period to reinstate the loan.

DATED this <u>\$</u> day of May, 2025.

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

day of May, 2025, by Marlon L. Bates,

By: Marlon L. Bates

Its: Supervising Partner

STATE OF UTAH

COUNTY OF SALT LAKE

) : \$\$)

The foregoing instrument was acknowledged before me this $5\frac{14}{dz}$ the Supervising Partner of Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee.

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

NOTARY PUBLIC

Notice of Default Page 1 of 2 Gary Christensen Washington County Recorder 05/07/2025 11:18:38 AM Fee \$40.00 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. UT26372

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 November 2, 2022, and executed by Gary Gaeth, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Advance Mortgage & Investment Company, LLC, its successors and assigns as Beneficiary, but Freedom Mortgage Corporation being the present Beneficiary, in which Fidelity National Title Insurance Company was named as Trustee. The Trust Deed was recorded in Washington County, Utah, on November 8, 2022, as Entry No. 20220049400, of Official Records, all relating to and describing the real property situated in Washington County, Utah, particularly described as follows:

Unit 111 La Mirage Condominiums Phase 1, a Utah Condominium Project, according to the Official Plat thereof on file in the office of the Recorder of Washington County, State of Utah. TAX # SG-LAM-1-1-111

Purportedly known as 255 West 2025 South Unit 111, aka 255 West 2025 S Cir Unit 111, Saint George, UT 84770 (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.

20250015753 05/07/2025 11:18:38 AM Page 2 of 2 Washington County

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: 05/06/2025

HALLIDAY, WATKINS & MANN, P.C.:

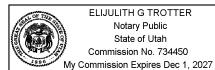
By: J.S.

Name: Jessica Oliveri Attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee 376 East 400 South, Suite 300, Salt Lake City, UT 84111 Telephone: 801-355-2886 Office Hours: Mon.-Fri., 8AM-5PM (MST) File No. UT26372

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

The foregoing instrument was acknowledged before me on _____05/06/2025

by Jessica Oliveri as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.



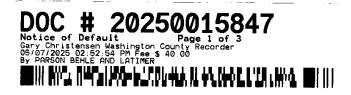
Remotely Notarized with audio/video via Simplifile

Luga Trossere

Notary Public

After Recording Return To: Russell J. Gallian Parsons Behle and Latimer 965 E. 700 S., Suite 305 St. George, UT 84790 (435) 668-1253 or (435) 351-0555

η



NOTICE OF DEFAULT AND ELECTION TO SELL

Parcel No.: SG-BLH-11-78

Russell J. Gallian is Successor Trustee under that certain Trust Deed, dated February 26, 2025, and recorded February 27, 2025, as Document No. 20250006448, in the Official Records of the Washington County Recorder, executed by Joe Tyler Bennett, as Trustor, to secure certain obligation in favor of Ronald McGlothlin, Beneficiary. Said Trust Deed covers the following described real property situated in Washington County, State of Utah:

Lot 78, Bloomington Hills No. 11 Subdivision, according to the Official Plat thereof, as recorded in the records of Washington County, State of Utah.

Said obligations include Note in the original principal amount of \$460,000.00. Said Note is currently past due for the full balance of principal, interest at 9% annum until default, in as much as we are now declaring the contract to be in default the ongoing interest rate until you fully cure your defaults, interest will be at 18% per annum after default on May 7, 2025. In summary, the amount due as of the date of this letter, May 7th, 2025, is as follows:

Payoff Estimate:	
Principal Balance:	\$460,000
Past Due Payments & Late Fee (1%):	\$4,600
Attorney Fees & Costs, including Including Foreclosure Report:	\$TBD

20250015847 05/07/2025 02:52:54 PM Page 2 of 3 Washington County

Accrued Interest to May 7, 2025	
27 days @ 113.43 =	

\$3,062.47

Total:

\$467, 662.47 Plus Attorney Fees & Costs, including Foreclosure Report, & Insurance (if required)

The amount to pay to cure the default is presently:

	4,600.00
	-,000.00
Incurred costs of attorney fees, And costs including recording fees and insurance (if needed.) \$	TBD

Please call for a current payoff. Be advised an additional late fee of \$4,600 will accrue if payment is not made to cure the default by May 10th 2025.

By reason of said default, Russell J. Gallian, as Trustee under said Trust Deed, does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligation secured thereby, together with accruing payments, costs and expenses, including attorney's fees, trustee's fees, foreclosure report fees, other costs of sale, and costs of insurance (if needed).

The single point of contact for this loan in default is Russell J. Gallian, of the law firm of Parsons Behle and Latimer, 965 E. 700 S., Suite 305, St. George, Utah 84790, (435) 628-1253 or (435) 351-0555. A copy of the Note secured by Deed of Trust and Trust Deed are enclosed.

Dated this 1^{th} day of M^{H} , 2025.

RUSSELL J. GALLIAN Successor Trustee 965 E. 700 S., Ste. 305 St. George, UT 84790

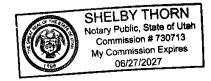
20250015847 05/07/2025 02:52:54 PM Page 3 of 3 Washington County

STATE OF UTAH)
) SS.
County of Washington)

On the \underline{H} day of \underline{M}_{all} , 2025, personally appeared before me Russell J.

Gallian, the signer of the forgoing document, who acknowledged to me that he executed the same.

Notary Public



Trustee's Deed Page 1 of 2 Gary Christensen Washington County Recorder 05/07/2025 04:03:30 PM Fee \$40.00 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

MAIL TAX NOTICE TO: Lakeview Loan Servicing, LLC 1 Fountain Plaza Buffalo, NY 14203

File Number: UT24431

TAX #: W-WP-1-2

TRUSTEE'S DEED

This Deed is made by the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee, under the Trust Deed described below, in favor of Lakeview Loan Servicing, LLC, 1 Fountain Plaza, Buffalo, NY 14203, as Grantee.

WHEREAS, on June 22, 2021, Kylie Smith and Bryan Cody Smith, as Trustors, executed and delivered to Eagle Gate Title, as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Intercap Lending Inc., its successors and assigns, as Beneficiary, a certain Trust Deed to secure the performance by the Trustors of obligations under a Promissory Note of the same date executed and delivered for a valid consideration to the Beneficiary and the Trust Deed having been recorded in the office of the Washington County Recorder on June 22, 2021, as Entry No. 20210043201, describing the property set forth below; and

WHEREAS, a breach and default occurred under the terms of the Note and Trust Deed in the particulars set forth in the Notice of Default in this matter; and

WHEREAS, Halliday, Watkins & Mann, P.C., was duly appointed by the Beneficiary as Successor Trustee by a Substitution of Trustee recorded in the Office of the County Recorder of Washington County, State of Utah, on May 16, 2024, as Entry No. 20240015225; and

WHEREAS, Halliday, Watkins & Mann, P.C., as Successor Trustee under the Trust Deed, executed and recorded in the Office of the County Recorder of Washington County, a Notice of Default containing an election to sell the trust property, which was recorded on May 9, 2024, as Entry No. 20240014335; and that no later than ten days after the Notice of Default was filed for record, the Trustee mailed, by certified mail, a copy of the Notice of Default to the Trustors, and to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the Notice of Default; and

WHEREAS, Halliday, Watkins & Mann, P.C., as Successor Trustee, pursuant to the Notice of Default, and in accordance with the Trust Deed, did execute its Notice of Trustee's Sale stating that as Successor Trustee, it would sell at public auction to the highest bidder for cash, in lawful money of the United States of America, the property described, and fixing the time and place of sale as May 1, 2025, at 09:00 AM of said day, at the main entrance of the Washington County Fifth District Courthouse, 206 West Tabernacle, St. George, Utah, and did cause copies of the Notice of Sale to be posted for not less than 20 days before the date of the sale in a conspicuous place on the property to be sold and also at the office of the County Recorder of each County in which the trust property, or some part of it, is located; and the Successor Trustee did cause a copy of the Notice of Sale to be published once a week for three consecutive weeks in the Deseret News, a newspaper having a general circulation in the county in which the property to be sold is situated, the last publication being at least 10 days but not more than 30 days before the date the sale is scheduled, and also published on utahlegals.com, the website established by Utah's newspapers for legal notices, for not less than

20250015865 05/07/2025 04:03:30 PM Page 2 of 2 Washington County

30 days before the date the sale is scheduled; and that no later than 20 days before the date of the sale, the Trustee also mailed, by certified mail, a copy of the Notice of Sale to the Trustor and to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the Notice of Default; and

WHEREAS, all applicable statutory provisions of the State of Utah and all of the provisions of the Trust Deed have been complied with as to the acts to be performed and the notices to be given; and

WHEREAS, the Successor Trustee did at the time and place of sale by public auction sell, to Grantee, being the highest bidder, the property described for the sum of \$370,600.00 paid in cash in lawful money of the United States of America.

NOW THEREFORE, the Successor Trustee, in consideration of the premises recited and of the sum above mentioned, bid and paid by Grantee, the receipt of which is acknowledged, and by virtue of the authority vested in it by the Trust Deed, does by these presents grant and convey to the Grantee above named, but without any covenant or warranty, express or implied, all of that certain real property situated in Washington County, State of Utah, described as follows:

Lot 2, WASHINGTON PARK SUBDIVISION UNIT 1, according to the official plat thereof, as recorded in the records of Washington County, State of Utah. TAX #: W-WP-1-2

TOGETHER WITH any and all improvements, fixtures, appurtenances and easements now situated on or pertaining to the property.

DATED: 05/07/2025

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

State of Utah) :ss County of Salt Lake)

The foregoing instrument was acknowledged before me this _________, by Jessica Oliveri as an attorney and authorized agent of 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

life prossere

Notary Public

Remotely Notarized with audio/video via Simplifile

Notice of Default Page 1 of 1 Gary Christensen Washington County Recorder 05/07/2025 04:11:19 PM Fee \$40.00 By SCALLEY READING BATES HANSEN & RASMUSSEN, P.C.

Electronically Recorded For: SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. Attn: Marlon L. Bates 15 West South Temple, Ste 600 Salt Lake City, Utah 84101 Telephone No. (801) 531-7870 Business Hours: 9:00 am to 5:00 pm (Mon.-Fri.) Trustee No. 27050-700F Parcel No. SG-MUL-4-58

NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN by Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee, that a default has occurred under the Deed of Trust executed by Corby Hancock and Michelle Hancock, husband and wife as joint tenants, as trustor(s), in which Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Mountain America Federal Credit Union, its successors and assigns is named as beneficiary, and Inwest Title Services Inc. is appointed trustee, and filed for record on September 30, 2022, and recorded as Entry No. 20220044998, Records of Washington County, Utah.

LOT 58, MULBERRY ESTATES SUBDIVISION, PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH.

A breach of an obligation for which the trust property was conveyed as security has occurred. Specifically, the trustor(s) failed to pay the July 1, 2024 monthly installment and all subsequent installments thereafter as required by the Note. Therefore, pursuant to the demand and election of the beneficiary, the trustee hereby elects to sell the trust property to satisfy the delinquent obligations referred to above. All delinquent payments, late charges, foreclosure costs, and property taxes and assessments, if any, must be paid in full within three months of the recording of this Notice to reinstate the loan. Furthermore, any other default, such as a conveyance of the property to a third party, allowing liens and encumbrances to be placed upon the property, or allowing a superior lien to be in default, must also be cured within the three-month period to reinstate the loan.

DATED this <u>7</u> day of <u>May</u>, 2025.

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

By: Marlon L. Bates

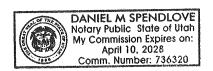
Its: Supervising Partner

STATE OF UTAH

COUNTY OF SALT LAKE

) : ss)

The foregoing instrument was acknowledged before me this <u>7</u> day of <u>May</u>, 2025, by Marlon L. Bates, the Supervising Partner of Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee.



NOTARY PUBLIC

Notice of Default Page 1 of 1 Gary Christensen Washington County Recorder 05/08/2025 12:03:01 PM Fee \$40.00 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. CARR07-0903

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 JANUARY 5, 2022, and executed by PAUL D GOTBERG AND COLLEEN GOTBERG, HUSBAND AND WIFE, AS JOINT TENANTS, as Trustor(s), to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR UNITED WHOLESALE MORTGAGE, LLC, its successors and assigns, as Beneficiary, and PAUL M. HALLDAY, JR. HALLIDAY & WATKINS, P.C., as Trustee, which Trust Deed was recorded on JANUARY 10, 2022, as Entry No. 20220001562, in the Official Records of WASHINGTON County, State of Utah, describing land therein situated in WASHINGTON County, Utah, and more particularly as follows:

LOT 412, FOSTER HILLS EAST PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, UTAH.

SG-FHLE-1-412

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 8, 2025

LINCOLN TITLE INSURANCE AGENCY By: Kenyon D. Dove Its: Authorized Agent

STATE OF UTAH

COUNTY OF WEBER

On May 8, 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.



Notice of Default Page 1 of 3 Gary Christensen Washington County Recorder 05/08/2025 02:45:36 PM Fee \$40.00 By KIRTON & MCCONKIE

WHEN RECORDED MAIL TO: Jeremy C. Sink, Esq. Kirton McConkie 36 South State Street, Suite 1900 Salt Lake City, UT 84111

NOTICE OF DEFAULT

TO:

Mandeep Jit Marlene Jit 1345 E. Black Brush Dr. Washington, UT 84780

American Management Services, Inc. c/o Olympus Law Group, PLLC attn: Richard DeLoney P.O. Box 287 Ogden, UT 84402

Bryz Guyz, Inc. c/o SNOW JENSEN & REECE, P.C. attn Jeffrey R. Miles Tonaquint Business Park 912 W. 1600 S., Suite B-200 St. George, UT 84770

Tamp LLC c/o Law Offices of Kurt A. Johnson, Esq. P.C. 6980 S. Cimarron Road, Suite 110 Las Vegas, NV 89113

Takos Law Group, LTD Attn: Dustin L. Clark Fbo Tamp LLC and Monica Swapp Real Estate, LLC 10785 W. Twain Ave., Suite 224 Las Vegas, NV 89135

United Wholesale Mortgage, LLC 585 South Boulevard E Pontiac, MI 48341 United Wholesale Mortgage 40600 Ann Arbor Rd. E, Suite 201 Plymouth, MI 48170

CT Corporation System 1108 E. South Union Ave. Midvale, UT 84047

Wild Horse Holdings, LLC c/o SNOW JENSEN & REECE, P.C. attn Kathryn Lusty Tonaquint Business Park 912 W. 1600 S., Suite B-200 St. George, UT 84770

Monica Swap Real Estate, LLC c/o Monica Swapp, r/a c/o Monica Swapp, r/a 5612 Super Bowl Drive Las Vegas, NV 89110 Haliday & Watkins 376 E. 400 S. #300 SLC, UT 84111

Utah State Tax Commission 210 N. 1950 W. SLC, UT 84134 Manpreet Kaur 1345 E. Black Brush, Dr. Washington, UT 84780

MERS PO Box 2026 Flint, MI 48501-2026

NOTICE IS HEREBY GIVEN pursuant to Utah Code § 57-1-24 that Mandeep Jit

has defaulted on his obligations under the following instruments pertaining to the

Property described below.

PROMISSORY NOTE SECURED BY DEED OF TRUST: dated March15, 2023, in the principal amount of \$150,000.00, plus an additional \$50,000 loaned on June 27, 2023, plus \$5,000 loaned on June 28, 2023, plus \$95,000 loaned on September 22, 2023, payable to K&D Family, LLC.

TRUST DEED (WITH ASSIGNMENT OF RENTS): dated March 13 , 2023, recorded on March 13, 2023, as document number 20230006769, in the Records of Washington County, State of Utah, executed by Mandeep Jit as trustor, with K & D Family, LLC, a Utah limited liability company as the named Beneficiary, Southern Utah Title as Trustee with Jeremy C. Sink as Substitute Trustee.

PROPERTY DESCRIPTION:

Lot Eleven (11), SHOOTING STAR PHASE 1 SUBDIVISION, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah. W-SHOT-1-11

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and given to an conferred upon Beneficiary to collect and apply such rents, issues, and profits.

TAX SERIAL NO. W-SHOT-1-11

20250016021 05/08/2025 02:45:36 PM Page 3 of 3 Washington County

Mandeep Jit is in default under the above-referenced promissory note and Trust Deed for non-payment of principal and interest due and owing, the acceleration and non-payment of all amounts due and payable thereunder, and the failure to cure all breaches and defaults with respect thereto.

YOU ARE HEREBY NOTIFIED that the Substitute Trustee, Jeremy C. Sink, Esq., Kirton McConkie, 36 South State Street, Suite 1900, Salt Lake City, Utah 84111, at the direction of K & D Family, LLC, a Utah limited liability company, the named Beneficiary, hereby elects to sell or cause the Property to be sold to satisfy the outstanding obligation.

Dated this $\underline{\$}$ day of May, 2025.

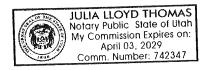
Jeremy & Sink, Substitute Trustee

STATE OF UTAH

) ss.

COUNTY OF UTAH

On the <u></u>day of May, A.D. 2025, personally appeared before me Jeremy C. Sink the signer of the within instrument, who duly acknowledged to me that he executed the same.



Notary Public

Notice of Default Page 1 of 4 Gary Christensen Washington County Recorder 05/12/2025 04:19:07 PM Fee \$40.00 By SCALLEY READING BATES HANSEN & RASMUSSEN, P.C.

ELECTRONICALLY RECORDED FOR: SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. Attn: Marlon L. Bates 15 West South Temple, Ste 600 Salt Lake City, Utah 84101 Telephone No. (801) 531-7870 Business Hours: 9:00 am to 5:00 pm (Mon.-Fri.) Trustee No. 67152-171F

NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN by Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee, that a default has occurred under the Deed of Trust, Assignment of Leases and Rents, Fixture Filing, Security Agreement, and Financing Statement executed by Guadalajara Grill, Inc., a Utah corporation, as trustor(s), in which Mountain America Federal Credit Union is named as beneficiary, and Mountain America Federal Credit Union is appointed trustee, and filed for record on December 22, 2022, and recorded as Entry No. 20220054016, Records of Washington County, Utah.

SEE ATTACHED EXHIBIT "A"

A breach of an obligation for which the trust property was conveyed as security has occurred. Specifically, the trustor(s) failed to pay the February 1, 2025 monthly installment and all subsequent installments thereafter as required by the Note. Therefore, pursuant to the demand and election of the beneficiary, the trustee hereby elects to sell the trust property to satisfy the delinquent obligations referred to above. All delinquent payments, late charges, foreclosure costs, and property taxes and assessments, if any, must be paid in full within three months of the recording of this Notice to reinstate the loan. Furthermore, any other default, such as a conveyance of the property to a third party, allowing liens and encumbrances to be placed upon the property, or allowing a superior lien to be in default, must also be cured within the three-month period to reinstate the loan.

DATED this <u>12th</u> day of May, 2025.

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

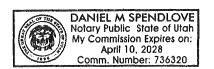
By: Marlon L. Bates Its: Supervising Partner

STATE OF UTAH

COUNTY OF SALT LAKE

) : ss)

The foregoing instrument was acknowledged before me this <u>LTH</u> day of May, 2025, by Marlon L. Bates, the Supervising Partner of Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee.



e-C-C-

NOTARY PUBLIC

20250016427 05/12/2025 04:19:07 PM Page 2 of 4 Washington County

EXHIBIT "A"

PARCEL 1 (LV-42-A-3):

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°23'03" EAST ALONG THE 1/16 LINE, 744.69 FEET TO A POINT ON THE LA VERKIN CITY LIMITS AND THE THREAD OF THE RIVER; THENCE NORTH 67°52'36" WEST ALONG SAID LA VERKIN CITY LIMITS AND THE THREAD OF THE RIVER 668.49 FEET; THENCE CONTINUING ALONG SAID LA VERKIN CITY LIMITS AND THE THREAD OF THE RIVER, NORTH 41°51'15" WEST, 467.98 FEET; THENCE CONTINUING ALONG SAID LA VERKIN CITY LIMITS AND THE THREAD OF THE RIVER, NORTH 41°51'15" WEST, 467.98 FEET; THENCE CONTINUING ALONG SAID LA VERKIN CITY LIMITS AND THE THREAD OF THE RIVER, NORTH 24°10'09" EAST, 163.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) OF SAID SECTION 26; THENCE SOUTH 89°42'28" EAST ALONG SAID NORTH LINE 859.80 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (LV-42-A-2-C):

BEGINNING AT A POINT NORTH 89°57'10" WEST ALONG THE QUARTER SECTION LINE, 1081.74 FEET FROM THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 65°40'16" EAST 130.15 FEET; THENCE SOUTH 21°08'44" WEST 102.14 FEET; THENCE NORTH 77°41'48" WEST 185.000 FEET; THENCE NORTH 12°04'44" EAST 112.00 FEET TO A POINT ON THE QUARTER SECTION LINE; THENCE SOUTH 89°57'10" EAST, ALONG THE QUARTER SECTION LINE, 75.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL WAS PREVIOUSLY DESCRIBED ON VARIOUS RECORDED DOCUMENTS AS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 2652.4 FEET, WEST 734.3 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 26, TO STATE HIGHWAY ENGINEER'S STATION 518+53; THENCE CONTINUING WEST APPROXIMATELY 70.0 FEET, TO A POINT 10.0 FEET WEST OF THE WEST LINE OF SAID STATE HIGHWAY; THENCE SOUTH 21°04' WEST PARALLELING SAID STATE HIGHWAY 60.0 FEET, TO THE TRUE POINT OF BEGINNING, AND FROM SAID TRUE POINT OF BEGINNING, RUNNING THENCE SOUTH 21°04' WEST PARALLEL WITH SAID STATE HIGHWAY 100.0 FEET; THENCE APPROXIMATELY NORTH 77°30' WEST 185.0 FEET; THENCE APPROXIMATELY NORTH 12° EAST 112.0 FEET. MORE OR LESS, TO THE NORTH LINE OF THE NE ¼ SE 1/4 OF SAID SECTION 26; THENCE EAST ON THE NORTH LINE OF SAID NE1/4 SE1/4, A DISTANCE OF 68.0 FEET; THENCE APPROXIMATELY SOUTH 65°45' EAST 138.0 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, BEING A PART OF THE NE1/4 SE1/4 OF SAID SECTION 26.

20250016427 05/12/2025 04:19:07 PM Page 3 of 4 Washington County

PARCEL 3 (LV-42-A-2-2):

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°57'10" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 165.87 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE ANGUS POTTER PROPERTY AS IDENTIFIED IN BOOK 457, AT PAGE 23, OF OFFICIAL RECORDS; THENCE APPROXIMATELY SOUTH 12" WEST 111.81 FEET, MORE OR LESS, TO A CORNER OF THE ABOVE POTTER PROPERTY; THENCE SOUTH 77°30' EAST, 195.11 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF POTTER PROPERTY, AND AN EXTENSION THEREOF, TO THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9; THENCE SOUTH 21°08'45" WEST, 70.37 FEE'I, MORE OR LESS, ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE HOME COMPANY PROPERTY, AS IDENTIFIED IN BOOK 940, AT PAGE 587 OF OFFICIAL RECORDS; THENCE NORTH 89°57'10" WEST, 305.34 FEET, MORE OR LESS, TO THE 1/16 SECTION LINE; THENCE NORTH 00°37'49" WEST, 217.12 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 4 (LV-42-E):

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0°37'49" EAST ALONG THE 1/16 LINE 217.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°37'49" EAST, 373.10 FEET TO A POINT ON TOP OF A SHEAR LEDGE; THENCE SOUTH 81°11'16" EAST, ALONG SAID LEDGE 151.06 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9; THENCE NORTH 21°08'45" EAST ALONG SAID RIGHT OF WAY LINE 424.33 FEET; THENCE NORTH 89°57'10" WEST, 305.34 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5 (LV-42-A-2-1):

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, THENCE SOUTH ALONG 1/16 LINE 1254 FEET, MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY U-17; THENCE NORTH ALONG HIGHWAY RIGHT OF WAY TO THE NORTH LINE OF THE SOUTHEAST QUARTER; THENCE WEST TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 THENCE SOUTH 0°37'49" EAST LONG 1/16 SECTION LINE 217.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°37'49" EAST 373.1 FEET TO TOP OF SHEER LEDGE; THENCE SOUTH 81°11'16" EAST ALONG LEDGE 151.06 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9; THENCE NORTH 21°09'45" EAST ALONG SAID RIGHT OF WAY LINE 424.33 FEET; THENCE NORTH 89°57'10" WEST 305.34 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING NORTH 89°57'10" WEST 942.215 FEET ALONG COUNTY SECTION LINE AND SOUTH 21°08'45" WEST 60 FEET ALONG A LINE PARALLEL TO AND 10 FEET FROM THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9 FROM THE EAST QUARTER CORNER OF SECTION 26; THENCE SOUTH 21°08'45" WEST 100 FEET; THENCE NORTH 77°30' WEST 185 FEET; THENCE NORTH 12° EAST 111.805 FEET TO THE COUNTY SECTION LINE; THENCE SOUTH 89°57'10" EAST 68 FEET ALONG THE COUNTY SECTION LINE; THENCE SOUTH 65°54'44" EAST 137.41 FEET TO THE POINT OF BEGINNING.

20250016427 05/12/2025 04:19:07 PM Page 4 of 4 Washington County

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 THENCE SOUTH 89°57'10" EAST ALONG THE QUARTER SECTION LINE 165.87 FEET MORE OR LESS TO THE NORTHWEST CORNER OF POTTER PROPERTY; THENCE SOUTH 12° WEST 111.81 FEET MORE OR

LESS TO THE CORNER OF THE POTTER PROPERTY; THENCE SOUTH 7/°30' EAST 165.11 FEET MORE OR LESS ALONG THE SOUTH LINE OF POTTER PROPERTY AND EXTENSION TO THE WEST RIGHT OF WAY LINE OF HIGHWAY U-9; THENCE SOUTH 21°08'45" WEST 70.37 FEET MORE OR LESS ALONG RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF HOME CO PROPERTY; THENCE NORTH 89°57'10" WEST 305.34 FEET MORE OR LESS TO 1/16 SECTION LINE; THENCE NORTH 0°37'49" WEST 217.12 FEET MORE OR LESS TO POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: SOUTHERLY PORTION OF PROPERTY IN HURRICANE CITY.

PARCEL 6 (LV-168-B):

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, LA VERKIN, UTAH: BEGINNING AT THE CENTER EAST SIXTEENTH CORNER OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING NORTH 89°57'10" WEST, A DISTANCE OF 1323.18 FEET ALONG THE CENTER SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 26, (SAID SIXTEENTH CORNER AND QUARTER CORNER BEING VERIFIED AS SHOWN ON RECORD OF SURVEY #4960-08 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER) AND RUNNING THENCE NORTH 89°57'10" WEST ALONG THE CENTER SECTION LINE A DISTANCE OF 532.27 FEET TO A REBAR MARKED WITH A RED CAP AT THE EDGE OF A BASALT CLIFF; THENCE ALONG THE BASALT CLIFF THE FOLLOWING 7 COURSES, MORE OR LESS; NORTH 22°23'21" EAST, A DISTANCE OF 77.49 FEET; THENCE SOUTH 80°56'46" EAST, A DISTANCE OF 43.53 FEET; THENCE NORTH 56°43'11" EAST, A DISTANCE OF 50.44 FEET; THENCE NORTH 76°41'30" EAST, A DISTANCE OF 305.61 FEET; THENCE SOUTH 74°24'16" EAST A DISTANCE OF 116.63 FEET; THENCE SOUTH 16°43'20" EAST A DISTANCE OF 28.46 FEET TO THE EAST SIXTEENTH LINE OF SAID SECTION 26; THENCE ALONG SAID SIXTEENTH LINE SOUTH 0°37'49" EAST A DISTANCE OF 106.83 FEET TO THE POINT OF BEGINNING.

Notice of Default Page 1 of 2 Gary Christensen Washington County Recorder 05/12/2025 04:20:04 PM Fee \$40.00 By SCALLEY READING BATES HANSEN & RASMUSSEN, P.C.

ELECTRONICALLY RECORDED FOR: SCALLEY READING BATES HANSEN & RASMUSSEN, P C. Attn: Marlon L. Bates 15 West South Temple, Ste 600 Salt Lake City, Utah 84101 Telephone No. (801) 531-7870 Business Hours: 9:00 am to 5:00 pm (Mon.-Fri.) Trustee No. 67152-169F Parcel No. SG-5-3-6-4421-ERD (as reflected on Deed of Trust) SG-5-3-6-4421 (as currently reflected)

NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN by Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee, that a default has occurred under the Deed of Trust, Assignment of Leases and Rents, Fixture Filing, Security Agreement, and Financing Statement executed by Guadalajara Grill, Inc., a Utah corporation, as trustor(s), in which Mountain America Federal Credit Union is named as beneficiary, and Mountain America Federal Credit Union is appointed trustee, and filed for record on December 22, 2022, and recorded as Entry No. 20220054015, Records of Washington County, Utah.

SEE ATTACHED EXHIBIT "A"

A breach of an obligation for which the trust property was conveyed as security has occurred. Specifically, the trustor(s) failed to pay the February 1, 2025 monthly installment and all subsequent installments thereafter as required by the Note. Therefore, pursuant to the demand and election of the beneficiary, the trustee hereby elects to sell the trust property to satisfy the delinquent obligations referred to above. All delinquent payments, late charges, foreclosure costs, and property taxes and assessments, if any, must be paid in full within three months of the recording of this Notice to reinstate the loan. Furthermore, any other default, such as a conveyance of the property to a third party, allowing liens and encumbrances to be placed upon the property, or allowing a superior lien to be in default, must also be cured within the three-month period to reinstate the loan.

DATED this 124 day of May, 2025.

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

By: Marlon L. Bates

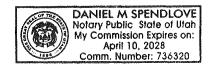
Its: Supervising Partner

STATE OF UTAH

COUNTY OF SALT LAKE

) : ss)

The foregoing instrument was acknowledged before me this 12 day of May, 2025, by Marlon L. Bates, the Supervising Partner of Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee.



NOTARY PUBLIC

EXHIBIT "A"

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE RUNNING THENCE NORTH 89°28'23" EAST 959.15 FEET ALONG THE SECTION LINE AND SOUTH 00°31'37" EAST 591.18 FEET TO THE TRUE POINT OF BEGINNING SAID TRUE POINT OF BEGINNING BEING ON THE WEST RIGHT OF WAY LINE OF CONVENTION CENTER DRIVE, A 66.00 FOOT RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 21°11'37" WEST 129.86 FEET TO A POINT OF CURVATURE WITH A 1333.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 41.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°48'02"; THENCE LEAVING SAID RIGHT OF WAY NORTH 78°52'05" WEST 229.42 FEET TO THE EAST NON ACCESS LINE OF INTERSTATE 15; THENCE NORTH 11°07'54" EAST 166.06 FEET TO A RIGHT OF WAY MONUMENT; THENCE NORTH 18°53'31" EAST 48.36 FEET; THENCE SOUTH 68°48'23" EAST 256.19 FEET TO THE POINT OF BEGINNING.

Notice of Default Page 1 of 1 Gary Christensen Washington County Recorder 05/12/2025 04:20:59 PM Fee \$40.00 By SCALLEY READING BATES HANSEN & RASMUSSEN, P.C.

ELECTRONICALLY RECORDED FOR:

SCALLEY READING BATES HANSEN & RASMUSSEN, P.C. Attn: Marlon L. Bates 15 West South Temple, Ste 600 Salt Lake City, Utah 84101 Telephone No. (801) 531-7870 Business Hours: 9:00 am to 5:00 pm (Mon.-Fri.) Trustee No. 67152-170F Parcel No. SG-666-B-2

NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN by Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee, that a default has occurred under the Deed of Trust, Assignment of Leases and Rents, Fixture Filing, Security Agreement, and Financing Statement executed by Miguel A. Perez and Sharon Perez, as trustor(s), in which Mountain America Federal Credit Union is named as beneficiary, and Mountain America Federal Credit Union is appointed trustee, and filed for record on December 22, 2022, and recorded as Entry No. 20220054014, Records of Washington County, Utah.

THE SOUTH ONE-HALF OF THE NORTH ONE-HALF (S1/2 N1/2) OF LOT ONE (1), BLOCK 45, PLAT "A", ST. GEORGE CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

A breach of an obligation for which the trust property was conveyed as security has occurred. Specifically, the trustor(s) failed to pay the February 1, 2025 monthly installment and all subsequent installments thereafter as required by the Note. Therefore, pursuant to the demand and election of the beneficiary, the trustee hereby elects to sell the trust property to satisfy the delinquent obligations referred to above. All delinquent payments, late charges, foreclosure costs, and property taxes and assessments, if any, must be paid in full within three months of the recording of this Notice to reinstate the loan. Furthermore, any other default, such as a conveyance of the property to a third party, allowing liens and encumbrances to be placed upon the property, or allowing a superior lien to be in default, must also be cured within the three-month period to reinstate the loan.

DATED this <u>12¹⁴</u> day of May, 2025.

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

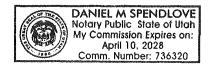
By: Marlon L. Bates Its: Supervising Partner

STATE OF UTAH

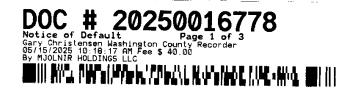
COUNTY OF SALT LAKE

) : ss)

The foregoing instrument was acknowledged before me this 22 day of May, 2025, by Marlon L. Bates, the Supervising Partner of Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee.



NOTARY PUBLIC



Tax Parcel No.: SG-5-3-10-4306

WHEN RECORDED RETURN TO: Hyde Loubet Law 1031 S. Bluff St. St. George, UT 84770

Space above for County Recorder's Use

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN of the default of that certain Deed of Trust With Assignment of Rents ("*Deed of Trust*"), together with the indebtedness secured thereby, which is dated May 31, 2024, and granted by TY HAGUEWOOD, an individual, and HOLLY HAGUEWOOD, an individual both having an address of 395 W Granite Dr., Washington, Utah 84780, (collectively "*Trustor*"), with JARED S. HYDE, ESQ., of the law firm of Hyde Loubet Law, located at 1031 S. Bluff Street, St. George, Utah 84770, as trustee ("*Trustee*"), and MJOLNIR HOLDINGS, LLC, a Utah limited liability company, having an address of 1150 East Riverside Drive #911598, St. George, Utah 84791 as beneficiary and secured party ("*Beneficiary*").

The Deed of Trust was recorded on June 4, 2024, as Entry No. 20240017488 in the Official Records of the Washington County Recorder, State of Utah. The property subject to the Deed of Trust is situated in Washington County, State of Utah, and consists of two separate parcels. For purposes of this Notice, Beneficiary is electing to only sell one of the parcels, which is more particularly described on the attached **Exhibit A**, which is incorporated herein by this reference ("*Little Valley Property*"). Beneficiary reserves the right to cause a separate notice of default and election to sell to be delivered and recorded as to the other parcel encumbered by the Deed of Trust.

FURTHER NOTICE IS HEREBY GIVEN that a breach of that certain Secured Promissory Note dated May 31, 2024 ("*Note*") between Trustor and Beneficiary, the obligation for which the Little Valley Property was given as security has occurred. Beneficiary has elected to have Trustee sell or cause the Little Valley Property to be sold to satisfy the obligations secured by the Deed of Trust, including, but not limited to, appropriate fees, charges, and expenses incurred by Trustee, advances, if any, under the terms of the Deed of Trust, interest thereon, and the unpaid principal, accrued interest, late fees and charges, and attorney fees and costs of the Note secured by the Deed of Trust.

The nature of such default and breach of the obligation secured by the Deed of Trust is Trustor's failure to timely make the payments required under the Note. The Note and the principal sum due thereunder, together with any and all accrued interest, late fees and charges, and all costs and fees including attorney fees have been declared to be due and payable, subject to any rights Trustor may have to cure the delinquency as provided by Utah law.

3

The purpose of this notice ("*Notice*") is to collect a debt and any information obtained may be used for that purpose. Trustor is also notified of the following pursuant to the Fair Debt Collection Practices Act:

Unless you notify Beneficiary or Trustee, within thirty (30) calendar days after receiving this Notice, that you dispute the above-described debt or any portion thereof, we will presume that the debt is valid. If you dispute the debt in writing within thirty (30) calendar days from receiving this Notice, we will obtain verification of the debt and a copy of such verification will be mailed to you. Also, if you make a request to Beneficiary or Trustee in writing within thirty (30) calendar days after receiving this Notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

You are further notified that during the 30-day period described above, this foreclosure proceeding will continue, except as provided by Utah law.

DATED this <u>15th</u> day of May, 2025.

TRUSTEE:

TARED S. HYDE, ESQ., HYDE LOUBET LAW 1031 S. Bluff Street St. George, UT 84770 Telephone: (435) 275-4744

STATE OF UTAH

) SS.)

COUNTY OF WASHINGTON

On May S, 2025, before me, Christing Bird, a notary public in and for said state, personally appeared Jared S. Hyde, Esq., an active member of the Utah State Bar residing in Washington County, Utah personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within NOTICE OF DEFAULT AND ELECTION TO SELL and acknowledged to me that he executed the same in his authorized capacity as Trustee under the aforementioned Deed of Trust, and that by his signature on the instrument, he acted and executed the NOTICE OF DEFAULT AND ELECTION TO SELL.



UBLIC

EXHIBIT A: LEGAL DESCRIPTION OF THE LITTLE VALLEY PROPERTY

Property 1:

The Land is situated in Washington County, State of Utah and is described as follows:

Beginning at a point North 0°59" West, 66.00 feet along the Section Line from the West Quarter Corner of Section 10, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence North 0°59' West, 556.245 feet along the Section line to an extension of an existing fence line from the East; thence South 87°09' East, 294.50 feet along the said fence; thence South 86°45' East, 364.82 feet along said fence; thence South 0°52'42" East, 516.36 feet; thence South 89°36'15" West, 656.75 feet along a line which is parallel to and 66.00 feet North of the East-West Center Section Line of said Section 10, to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within Little Valley Road Dedication plat recorded July 23, 1985, as Entry No. 279153.

APN(S): SG-5-3-10-4306

Together with 19.68 Acre Feet of Water Rights in Water Right No 81-1735