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Description Summary						Add All to My Images
Notice of Default 00836913	B: 1725 P: 1310, ... 08/15/2025 10:39:58 AM Related:	E-0620-0001-0000, E-0620-0002-0000, E-0620-0003-0000	From: HUNTER DAVID W	To: JENSEN DANIEL	Subd: DANIEL JENSEN MINOR SUBDIVISION Lot: 1 , Subd: DANIEL JENSEN MINOR SUBDIVISION Lot: 2 , Subd: DANIEL JENSEN MINOR SUBDIVISION Lot: 3	View Image Add to My Images
	NE1/4NE1/4 SEC 8,T35S,R13W, SLM; TOG W/ EASE DESC REC BK ,					
Notice of Default 00837085	B: 1726 P: 320, ... 08/19/2025 04:50:07 PM Related:	B-1151-0001-0004-90	From: HALLIDAY WATKINS & MANN P C	To: HYATT VIRGINIA E	Subd: THREE FOUNTAINS CEDAR CITY CONDO Unit: 90	View Image Add to My Images
	UNIT 90, BLDG E-3, THREE FOUNTAINS CEDAR CITY CONDOMINIUM.					

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PREPARED BY/RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Telephone: 801-355-2886

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on April 13, 2009, a certain Deed of Trust was executed by Virginia E. Hyatt, as Trustor in favor of Wells Fargo Bank, N.A. as beneficiary, and was recorded on April 17, 2009, as Instrument Number 00587808, in Book 1162, at Page 1068, in the Iron County Recorder's Office, State of Utah; and

WHEREAS, the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the Deed of Trust is now owned by the Secretary, pursuant to an assignment dated February 20, 2017 and recorded on February 21, 2017, as Instrument Number 694432, in Book 1368, at Page 1231, as in the Iron County Recorder's Office, State of Utah; and

WHEREAS, a default has been made in the covenants and conditions of the Deed of Trust in that the Trustor has passed away and the loan balance remains wholly unpaid as of the date of this notice; and

WHEREAS, the entire amount delinquent as of July 22, 2025 is \$226,920.10 and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in the undersigned by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., (the "Act") by 24 CFR part 27, subpart B, and by the Secretary's designation of the undersigned as Foreclosure Commissioner, notice is hereby given that on October 8, 2025 at the main entrance of the Iron County District Court, Cedar City Department, 40 North 100 East, Cedar City, Utah, at 01:30 PM, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

UNIT NO. 90 (IN BUILDING E-3), CONTAINED WITHIN THE THREE FOUNTAINS CEDAR CITY CONDOMINIUM PROJECT (A PART OF THE THREE FOUNTAINS CEDAR CITY PLANNED DEVELOPMENT), A CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN IRON COUNTY, AS ENTRY NO. 179158, (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED ON JULY 29, 1975 IN IRON COUNTY, AS ENTRY NO. 179159 IN BOOK 209 AT PAGE 188 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE

COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

TAX ID# B-1151-0001-0004-90

Commonly known as: 998 South Three Fountains Drive, Cedar City, UT 84720

The Secretary of Housing and Urban Development's estimated bid will be \$226,920.10. There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his or her prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling \$22,692.01 (10% of the Secretary's bid) in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$22,692.01 must be presented before the bidding is closed. THE DEPOSIT IS NONREFUNDABLE. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he or she need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the Foreclosure Commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Foreclosure Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the Trustor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the deed of trust agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid if the deed of trust is to be reinstated prior to the scheduled sale is based upon the nature of the breach, this loan is not subject to reinstatement. A total payoff is required to cancel the foreclosure sale or the breach must be otherwise cured. A description of the default is as follows: FAILURE

TO PAY THE PRINCIPAL BALANCE AND ANY OUTSTANDING FEES, COSTS, AND INTEREST WHICH BECAME ALL DUE AND PAYABLE BASED UPON BY ALL TRUSTORS FROM THE PROPERTY PASSING AWAY AND CEASING TO USE THE PROPERTY AS THE PRINCIPAL RESIDENCE.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

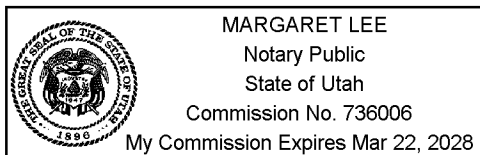
Dated: 08/19/2025

Hillary R. McCormack

Name: Hillary R. McCormack
Authorized Officer of
Halliday, Watkins & Mann, P.C.
Foreclosure Commissioner
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Phone: 801-355-2886
Fax: 801-328-9714
HWM File: UT26159

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

I, the undersigned authority, that on 08/19/2025, a Notary Public in and for said County and in said State, do hereby certify that Hillary R. McCormack, an Authorized Officer of Halliday, Watkins & Mann, P.C., Foreclosure Commissioner for the Secretary of Housing and Urban Development, whose name is signed to the foregoing conveyance, and who is known to me, subscribed and acknowledged simultaneously before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily, in my presence, on the day the same bears date.



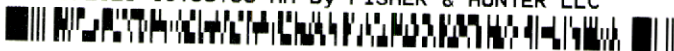
Margaret Lee

Notary Public

Remotely Notarized with audio/video via
Simplifile

00836913

B: 1725 P: 1310 Fee \$40.00
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 08/15/2025 10:39:58 AM By FISHER & HUNTER LLC



After recording mail to:

David W. Hunter

FISHER & HUNTER, LLC

444 East Tabernacle, Building B, Suite 201

St. George, UT 84770

(435) 652-8000

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN by David W. Hunter, Successor Trustee, a member of the Utah State Bar, that a default has occurred under that certain Deed of Trust dated March 28, 2022, executed by Daniel Jensen, as Trustor, in which Southern Utah Title Company of Cedar City was named as Trustee, and Centennial Utah Properties, LC a Utah limited liability company was named as Beneficiary, and was recorded March 28, 2022, in Book 1601 Page 1754, in the Office of the Iron County Recorder, State of Utah, all relating to and describing the real property situated in the County of Washington, State of Utah more particularly described as follows:

Parcel 1: All of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section 8, Township 35 South, Range 13 West, Salt Lake Base and Meridian.

Parcel 2: An easement for the purpose of ingress and egress, as set forth on instrument recorded March 6, 2006, as Entry No. 524723, in Book 1023 at Page(s) 298 - 299, Official Iron County Records, described as follows: A roadway, being 33.00 feet in width, the centerline of which begins at a point that is 1327.42 feet West from the Northeast Corner of Section 8, Township 35 South, Range 13 West, Salt Lake Base and Meridian, said point being the 1/16 corner; running thence 5302.20 feet South along the 1/16 line to the South Section line of same Section 8 and the point of ending.

Tax ID No.: E-0619-0020-0027

Said Deed of Trust secures certain obligations under a Promissory Note reference dated March 28, 2022.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that obligations have been breached for failure to make the required payments under the Promissory Note, and Beneficiary has declared all sums secured by the Trust Deed immediately due and payable.

That by reason thereof, the Beneficiary has requested that the said Successor Trustee file a Notice of Default and Election to Sell, and has deposited with the said Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has elected to accelerate the note and to cause the property to be sold to satisfy the obligations secured thereby, i.e., the outstanding


principal balance of said Promissory Note secured by Deed of Trust plus interest, late charges and expenses of collection, foreclosure, any payments of superior encumbrances, and attorney's fees. All reinstatements, assumptions or payoffs must be in the form of lawful money of the United States of American, or certified funds in U.S. Dollars. Personal checks will not be accepted.

At present, the following specific delinquencies are known: failure to make the required payments and Beneficiary has declared all sums secured by the Trust Deed immediately due and payable, and any other payments or performance required to be made under the note or deed of trust that are now due or become due prior to reinstatement or sale. The Trustee should be contacted at the address listed herein for correction, clarification or quotation of the amount needed for reinstatement.

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

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SIGNATURES BEGIN ON NEXT PAGE**

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B: 1725 P: 1311 Fee \$40.00
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The Trustee may be contacted at 444 East Tabernacle, Building B, Suite 201, St. George, UT 84770 (435) 652-8000 between the hours of 8:00 am to 5:00 pm.

DATED this 8th day of August, 2025.

By: [Signature]
David W. Hunter
Successor Trustee

STATE OF UTAH)

COUNTY OF WASHINGTON)

:ss

On this 8th day of August, 2025, personally appeared before me David W. Hunter, known to me to be the person subscribed to the foregoing Notice of Default and Election to Sell who duly acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC



00836913

B: 1725 P: 1312 Fee \$40.00
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08/15/2025 10:39:58 AM By FISHER & HUNTER LLC

