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Description Summary

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Notice of Default 00841267	B: 1738 P: 1078, ... 11/26/2025 02:52:48 PM Related:	B-1152-0006-0013-01	From: HALLIDAY WATKINS & MANN P C	To: STUCKER DONALD E/DOROTHEA M , STUCKER DOROTHEA M	Subd: VALLEY VIEW BLK 6 Lot: 7 , Subd: VALLEY VIEW BLK 6 Lot: 8	View Image Add to My Images
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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 February 5, 2009, a certain Deed of Trust was executed by Donald E. Stucker and Dorothea M. Stucker, as Trustors, in favor of One Reverse Mortgage, LLC, as Beneficiary, and was recorded on February 10, 2009, as Instrument Number 00584272, in Book 1156, at Page 490, 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 July 12, 2018 and recorded on July 25, 2018, as Instrument Number 00716834, in Book 1418, at Page 586, 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 payment due on the death(s) of the Trustors was not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, the entire amount delinquent as of October 27, 2025 is \$292,376.43; 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 January 14, 2026 at 1:30 PM at the main entrance of the Iron County District Court, Cedar City Department, 40 North 100 East, Cedar City, Utah, 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:

The South 28 feet of Lot Seven (7) and all of Lot Eight (8), Block 6, VALLEY VIEW SUBDIVISION, according to the Official Plat thereof, on file in the Office of the Recorder of Iron County, State of Utah.

TAX ID# B-1152-0006-0013-01

Commonly known as: 982 Spruce Street, Cedar City, UT 84720

The Secretary of Housing and Urban Development's estimated bid will be \$292,376.43.

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 pro rata 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 \$29,237.64 (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 \$29,237.64 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 Trustors 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 THE DEATH OF BY ALL TRUSTORS FROM THE PROPERTY, 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: 11/26/2025

HALLIDAY, WATKINS & MANN, P.C.

Hillary McCormack

Foreclosure Commissioner

By: Hillary R. McCormack

Its: Authorized Officer

376 East 400 South, Suite 300

Salt Lake City, UT 84111

Phone: 801-355-2886

Fax: 801-328-9714

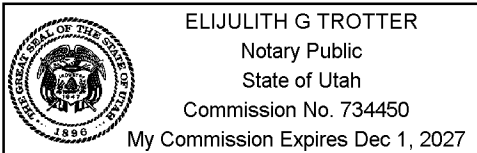
HWM File: UT27447

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

I, the undersigned authority, that on 11/26/2025, 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, she executed the same voluntarily, in my presence, on the day the same bears date.

Eljolith G Trotter

Notary Public



Remotely Notarized with audio/video via Simplifile