

RECORDED AT REQUEST OF,
AND WHEN RECORDED MAIL TO:

J. Scott Brown, Esq.
COHNE KINGHORN
A Professional Corporation
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111

13290797
6/5/2020 2:28:00 PM \$40.00
Book - 10956 Pg - 2294-2297
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COHNE KINGHORN PC
BY: eCASH, DEPUTY - EF 4 P.

NOTICE OF DEFAULT

PLEASE TAKE NOTICE that J. Scott Brown, Esq., of COHNE KINGHORN, is successor trustee under that certain Revolving Credit Deed of Trust (the "**Trust Deed**"), dated December 20, 2016, executed by DEREK WHITE ("**Trustor**"), as trustor, in favor of CENTRAL BANK, as trustee and as beneficiary, which Trust Deed was filed for record in the office of the Salt Lake County, Utah Recorder on December 20, 2016, as Entry No. 12438449, in Book No. 10513, at Page Nos. 2033 through 2041, official records of Salt Lake County, Utah. The Trust Deed encumbers the following described parcel of real property (the "**Trust Property**") situated in Salt Lake County, Utah:

Lot 108, THE ESTATES AT THE COVE PHASE 1, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

The Trust Property or its address is approximately known as follows: 15108 South Cedar Meadow Circle, Herriman, Utah 84096. The Trust Property's tax identification number is known as follows: 32-15-126-003-0000. The Successor Trustee hereby disclaims liability for any error in the legal description, address or any other common designation of the Trust Property.

The Trust Deed was given for good and valuable consideration and to secure certain obligations in favor of CENTRAL BANK including, but not limited to, the following:

1. The obligations which are represented by that certain Promissory Note ("**Note No. 1**"), dated August 27, 2019, in the principal sum of \$82,061.16, which Fusion Targets, LLC ("**Fusion**"), as borrower, made, executed and delivered to CENTRAL BANK; and
2. The obligations which are represented by that certain Promissory Note ("**Note No. 2**"), dated September 25, 2018, in the principal sum of \$206,300.00, which Fusion, as borrower, made, executed and delivered to CENTRAL BANK.

Default has occurred under the Trust Deed as follows:

1. The monthly payments under Note No. 1 are past due and owing, and have not been paid;
2. The accrued interest under Note No. 1 is past due and owing, and has not been paid;
3. The late fees under Note No. 1 are past due and owing, and have not been paid;
4. The monthly payments under Note No. 2 are past due and owing, and have not been paid;
5. The accrued interest under Note No. 2 is past due and owing, and has not been paid;
6. The late fees under Note No. 2 are past due and owing, and have not been paid;
7. The failure to comply with or perform other obligations, covenants and conditions contained in the agreements between CENTRAL BANK and Trustor and Fusion; and
8. There has been a material adverse change in Trustor's and/or Fusion's financial conditions and/or business operations, which CENTRAL BANK believes the prospect of payment or performance of the "Indebtedness," as defined by the Trust Deed, is impaired.

Because of such defaults, CENTRAL BANK has declared and hereby declares all sums secured thereby to be immediately due and payable, and has elected and hereby elects to cause the Trust Property to be sold to satisfy the obligations secured thereby.

The accelerated balance which is past-due and owing under Note No. 1, as of June 5, 2020, equals the sum of \$84,616.28, consisting of principal in the sum of \$80,492.70, accrued interest in the sum of \$2,831.78, and late fees in the sum of \$1,291.80. Interest and late fees for the period after June 5, 2020, continue to accrue at the default interest rate in accordance with the terms and provisions of Note No. 1, the Trust Deed and the related loan documents, the amounts of which will be furnished by CENTRAL BANK upon request.

The accelerated balance which is past-due and owing under Note No. 2, as of June 5, 2020, equals the sum of \$203,633.45, consisting of principal in the sum of \$196,540.50, accrued interest in the sum of \$7,092.95. Interest and late fees for the period after June 5, 2020, continue to accrue at the default interest rate in accordance

with the terms and provisions of Note No. 2, the Trust Deed and the related loan documents, the amounts of which will be furnished by CENTRAL BANK upon request.

All costs and expenses incident to foreclosure of the Trust Deed, and exercise of the power of sale including, but not limited to, reasonable attorneys' fees, are also chargeable Note No. 1, Note No. 2 and related loan documents, and which are secured by the Trust Deed.

Pursuant to UTAH CODE ANN. § 57-1-26(3)(b), the following information is provided:

J. Scott Brown, Esq.
COHNE KINGHORN
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111
Telephone No.: (801) 363-4300
Office Hours: 8:30 a.m. through 5:30 p.m.
Monday through Friday, except holidays

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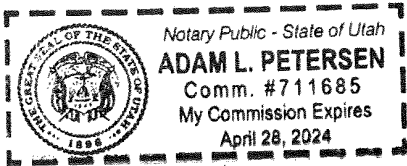
DATED this 5th day of June 2020.

SUCCESSOR TRUSTEE:

By: J. Scott Brown
J. Scott Brown
Successor Trustee

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of June 2020, by J. Scott Brown, Esq., of COHNE KINGHORN, Successor Trustee of the Trust Deed, referred to in said instrument.



Adam L. Petersen
Notary Public

My Commission Expires:
4/28/2024

Residing at:
Layton, Utah

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

[55153.31/TD2]