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Rhonda Francis Summit County Recorder

09/10/2024 10:42:40 AM Fee \$40.00

By HALLIDAY, WATKINS & MANN, P.C.

Electronically Recorded

AFTER RECORDING RETURN TO:

Halliday, Watkins & Mann, P.C.

376 East 400 South, Suite 300

Salt Lake City, UT 84111

File No. UT24751

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 October 22, 2021, and executed by Curtis Sweeten, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Mountain America Federal Credit Union, its successors and assigns as Beneficiary, but Freedom Mortgage Corporation being the present Beneficiary, in which US Title Insurance Agency was named as Trustee. The Trust Deed was recorded in Summit County, Utah, on October 27, 2021, as Entry No. 01176181, in Book 2702, at Page 0025, of Official Records, all relating to and describing the real property situated in Summit County, Utah, particularly described as follows:

All of Lot 23, NORTH BENCH FARMS according to the official plat thereof, on file and of record in the Summit County Recorder's Office. **TAX # NBF-23**

Purportedly known as 832 Celebration Loop aka 832 West Celebration Loop, Oakley, UT 84055 (the undersigned disclaims liability for any error in the address).

That the default which has occurred is the breach of obligations under the Trust Deed and Note which includes the failure of the Trustor and subsequent owners if any, to pay the monthly installments when due as set forth in the Note. Under the provisions of the Promissory Note and Trust Deed, the principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees. There is also due all of the expenses and fees of these foreclosure proceedings.

The Successor Trustee declares all sums secured thereby immediately due and payable and elects to sell the property described in the Trust Deed. The default is subject to reinstatement in accordance with Utah law. All reinstatements, assumptions or payoffs must be in lawful money of the United States of America, or certified funds. Personal Checks will not be accepted.

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

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

Dated: 09/10/2024

HALLIDAY, WATKINS & MANN, P.C.:

By: Jessica Oliveri
Signed on 2024/09/10 08:44:14 -6:00

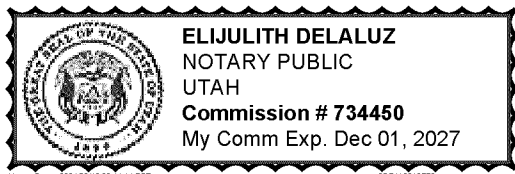
Name: Jessica Oliveri
Attorney and authorized agent of the law firm of
Halliday, Watkins & Mann, P.C., Successor Trustee
376 East 400 South, Suite 300, Salt Lake City, UT 84111
Telephone: 801-355-2886
Office Hours: Mon.-Fri., 8AM-5PM (MST)
File No. UT24751

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

The foregoing instrument was acknowledged before me on 09/10/2024,
by Jessica Oliveri as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the
Successor Trustee.

[Signature]
Signed on 2024/09/10 08:44:14 -6:00

Notary Public



Notarial act performed by audio-visual communication