Ent 1329892 Bk 2363 Pg 1049 Date 11-Oct-2022 08:20AM Fee \$40.00 Devron Andersen, Rec. - Filed By KM Cache County, UT For HALLIDAY, WATKINS & MANN, P.C. Electronically Submitted by Simplifile

AFTER RECORDING RETURN TO: Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111 File No. UT-20103

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 January 15, 2021, and executed by Elizabeth Linares and Jaime Linares also appearing of record as Jamie Linares, as Trustors, in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Caliber Home Loans, Inc., its successors and assigns as Beneficiary, but Caliber Home Loans, Inc. being the present Beneficiary, in which Sutherland Title Company was named as Trustee. The Trust Deed was recorded in Cache County, Utah, on January 20, 2021, as Entry No. 1273654, in Book 2219, at Page 0268, of Official Records, all relating to and describing the real property situated in Cache County, Utah, particularly described as follows:

Lot 19, Shadow Crest Subdivision Phase 1, according to the Official Plat thereof, as recorded in the Office of the County Recorder, Cache County, State of Utah. TAX # 03-180-0019

Purportedly known as 2687 South 850 West, Nibley, UT 84321-6808 (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.

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 this _____ day of ______, 2022.

HALLIDAY, WATKINS & MANN, P.C.:

By:

Name: <u>Senjom</u><u>Wonn</u> 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. UT-20103

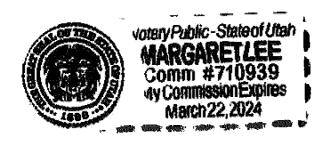
STATE OF UTAH County of Salt Lake

The foregoing instrument was acknowledged before me this <u>OCtober</u> 10, 2022, by <u>Benjamin AMann</u> as an attorney and authorized agent of the law firm of Halliday,

Watkins & Mann, P.C., the Successor Trustee.

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