

AFTER RECORDING RETURN TO:  
Halliday, Watkins & Mann, P.C.  
376 East 400 South, Suite 300  
Salt Lake City, UT 84111  
File No. UT12028

**14098213 B: 11415 P: 1340 Total Pages: 2**  
**04/26/2023 11:06 AM By: kkennington Fees: \$40.00**  
**Rashelle Hobbs, Recorder, Salt Lake County, Utah**  
**Return To: HALLIDAY, WATKINS & MANN, P.C.**  
**376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111**

### **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 July 6, 2018, and executed by Matthew Terry, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Veritas Funding, LLC, its successors and assigns as Beneficiary, but Specialized Loan Servicing, LLC being the present Beneficiary, in which First American Title was named as Trustee. The Trust Deed was recorded in Salt Lake County, Utah, on July 11, 2018, as Entry No. 12808412, in Book 10692, at Page 5202-5216, of Official Records, all relating to and describing the real property situated in Salt Lake County, Utah, particularly described as follows:

Lot 48, Somerset Ridge, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office. **TAX # 28-33-204-001**

Purportedly known as 12763 South Moose Hollow Drive, Draper, UT 84020 (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 this 26<sup>th</sup> day of April, 2023.

HALLIDAY, WATKINS & MANN, P.C.:

By: [Signature]

Name: Armand J. Howell

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. UT12028

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

The foregoing instrument was acknowledged before me this April 26, 2023, by Armand J. Howell as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.

[Signature]  
Notary Public

