14143012 B: 11439 P: 6036 Total Pages: 2 08/21/2023 09:50 AM By: VAnguyn Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: SEILER ANDERSON FIFE & MARSHALL 2500 N UNIVERSITY AVEPROVO, UT 846043877

Notice prepared by: Jared L. Anderson, #8140 ANDERSON, FIFE, MARSHALL & JOHNSON, LC 2500 North University Ave. Provo, UT 84604 Telephone: (801) 375-1920

NOTICE OF DEFAULT AND ELECTION TO SELL TRUST PROPERTY

NOTICE IS HEREBY GIVEN:

That JARED L. ANDERSON, Esq., as Substituted Trustee, gives notice of default of the obligations of the Deed of Trust dated March 22, 2022, executed by Max W. Barber and Sara G. Navarra, Trustees of the MSB Trust dated December 12, 2017 as Trustor, in favor of Gravity Capital, LLC as Beneficiary, and record March 23, 2022 as Entry No. 13917256 in Book 11320 at Page 2591 in the official records of the Salt Lake County Recorder's Office, affecting the real property described as follows:

<u>Parcel 1</u>: LOT 12, BLOCK 2, YALECREST HEIGHTS, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. 16-09-429-005

<u>Parcel 2</u>: LOT 8, UPPER YALE THIRD ADDITION, and also commencing at the Southeast corner of said Lot 8; thence South 40.5 feet; thence West 60 feet; thence North 40.5 feet; thence East 60 feet to the point of beginning. 16-09-427-010

Said obligations include, but are not limited to, an Open-End Promissory Note dated March 22, 2022, for a maximum principal balance of \$1,200,000.00 and an initial advance amount of \$332,000.00. A breach of, and default in, the obligations outlined in the Promissory Note for which the trust property was conveyed as security has occurred in the following particulars: failure of the Trustor to pay one or more regularly scheduled payments before its due date. In addition, Trustor is liable for the cost for all past accrued and subsequently accruing interest and late fees. Furthermore, the Beneficiary has incurred, and will incur costs, expenses, trustee's fees, and attorney's fees in enforcing the terms of the Promissory Note and Deed of Trust. A full itemization of the default amounts and the sum required to cure the same may be obtained from Jared L. Anderson, at the above address.

By reason of such defaults, Jared L. Anderson, Substituted Trustee, does hereby declare all sums secured thereby immediately due and payable and elects to cause the trust property to be sold to satisfy the obligations secured thereby. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 2155 day of August, 2023.

'SUBSŢITUTĘD TRUSTĶĒ"

JARED L. ANDERSON, ESQ

STATE OF UTAH

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COUNTY OF UTAH)
On the 2151 day of August, 2023, personally appeared before me, a Notary Public in and for the State of Utah, JARED L. ANDERSON, ESQ., Substituted Trustee, the signer of the above instrument, who duly acknowledged to me that he executed the same.



NOTARY PUBLIC Blckstrand