

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
File No. UT12686

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 August 7, 2020, and executed by Ashley Avey aka Ashley Christine Avey and Cade J. Avey aka Cade Joseph Paul Avey, as Trustors, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Broker Solutions, Inc. dba New American Funding, its successors and assigns as Beneficiary, but Broker Solutions Inc. dba New American Funding being the present Beneficiary, in which Vantage Point Title Agency was named as Trustee. The Trust Deed was recorded in Davis County, Utah, on September 17, 2020, as Entry No. 3293885, in Book 7597, at Page 220-235, of Official Records, all relating to and describing the real property situated in Davis County, Utah, particularly described as follows:

All of Lot 39, Clint Village Subdivision No. 3, according to the Official Plat thereof on file and of record in the Office of the Davis County Recorder. **TAX # 13-120-0039**

Purportedly known as 2459 North 890 West, Clinton, UT 84015 (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 14th day of September, 2022.

HALLIDAY, WATKINS & MANN, P.C.:

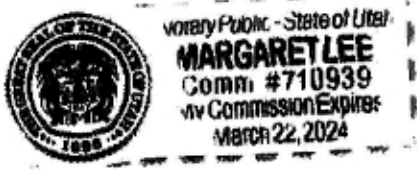
By: [Signature]

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. UT12686

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

The foregoing instrument was acknowledged before me this September 14, 2022, 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

Expires: March 22, 2024