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BK 8402 PG 3

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/19/2023 08:23:00 AM
FEE: \$40.00 Pgs: 2
DEP eCASH REC'D FOR: HALLIDAY, WATKINS &
MANN, P.C.

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
File No. UT23715

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 24, 2022, and executed by Richard Encalada, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Goldenwest Federal Credit Union, its successors and assigns as Beneficiary, but Wells Fargo Bank, N.A. being the present Beneficiary, in which Lincoln Title Insurance was named as Trustee. The Trust Deed was recorded in Davis County, Utah, on October 28, 2022, as Entry No. 3505340, in Book 8123, at Pages 546-559, of Official Records, all relating to and describing the real property situated in Davis County, Utah, particularly described as follows:

All of Unit B, Building 107, COVENTRY AT FOXBORO PHASE 8, a condominium development, North Salt Lake City, Davis County, Utah, according to the record of survey map, filed in Book 3441 of plats, Page 280, and in the declaration of condominium of said development recorded November 6, 2003 as entry no. 1930423, in book 3412, page 760, records of Davis County, Utah and any supplemental declarations and bylaws thereto. **TAX # 01-315-0002**

Purportedly known as 465 Kent Drive, North Salt Lake, UT 84054 (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 18 day of December, 2023.

HALLIDAY, WATKINS & MANN, P.C.:

By: Hillary McCormack

Name: Hillary McCormack

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. UT23715

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

The foregoing instrument was acknowledged before me this December 18, 2023, by Hillary McCormack as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.

[Signature]
Notary Public

