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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/23/2024 03:35:55 PM
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. UT23710

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 September 9, 2021, and executed by Katie Wood and Kyle Wood, as Trustors, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for First Colony Mortgage Corporation, its successors and assigns as Beneficiary, but Citizens Bank NA f/k/a RBS Citizens NA being the present Beneficiary, in which Cottonwood Title was named as Trustee. The Trust Deed was recorded in Davis County, Utah, on September 14, 2021, as Entry No. 3418352, in Book 7843, at Pages 1485-1500, of Official Records, all relating to and describing the real property situated in Davis County, Utah, particularly described as follows:

Lot 30, CRESTHOMES ADDITION NO. 2, according to the official plat thereof as recorded in the office of the Davis County Recorder.

Also:

The West portion of 2nd East (200 East) lying and being North of the North line of 5th North (500 North), as extended across said 2nd East (200 East), being approximately 145 feet North and South, being located in Cresthomes Addition No. 2 Subdivision, in Kaysville City, Davis County, State of Utah as now platted and recorded in the office of the County Recorder of Davis County, Utah, as vacated by Ordinance No. 214, recorded April 24, 1979 as Entry No. 529494 in Book 764 at Page 716 of Official Records. TAX # 11-158-0075

Purportedly known as 193 East 500 North, Kaysville, UT 84037 (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 23 day of January, 2024.

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. UT23710

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

The foregoing instrument was acknowledged before me this January 23, 2024, by Hillary McCormack as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.

Elly Delaluz
Notary Public

