



W3019211

WHEN RECORDED, MAIL TO:

David P. Hirschi
HIRSCHI BAER & CLAYTON, PLLC
68 South Main, Suite 600
Salt Lake City, Utah 84101

E# 3019211 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
26-Nov-19 0404 PM FEE \$40.00 DEP KL
REC FOR: HIRSCHI BAER & CLAYTON, PLLC
ELECTRONICALLY RECORDED

NOTICE OF DEFAULT AND ELECTION TO SELL

On or about August, 23, 2018, Caldwell Investments, LLC, a Utah limited liability company, as Trustor (“Borrower”), executed and delivered to Synergy Title Agency, as Trustee, for the benefit of Mountain Classic Green, LLC, a Utah limited liability company, as Beneficiary, certain Trust Deed with Assignment of Rents to secure the performance by Borrower of the obligations under a Promissory Note. The Trust Deed was recorded in the office of the Weber County Recorder on August 23, 2018 as Entry No. 2937688, and covers the following real property:

SEE EXHIBIT “A” ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

Mountain Classic Green, LLC is the present holder of the beneficial interest under the Trust Deed, and David P. Hirschi, Attorney at Law, is currently serving as the Trustee by virtue of a Substitution of Trustee dated July 23, 2019, and recorded in the office of the Weber County Recorder on August 5, 2019 as Entry No. 2995037.

A breach or default in the obligations for which the Trust Deed was conveyed as security occurred as follows:

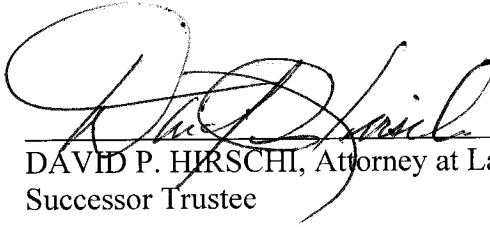
Failure of Borrower to pay the balance of the principal and interest owed under the Promissory Note, which amounts became due and payable on or about October 1, 2018, together with foreclosure fees, legal fees, and all other costs incurred by the Beneficiary in connection with collection of this debt.

By reason of such default, the Beneficiary has instructed the Trustee to cause the Property described in the Trust Deed to be sold to satisfy the obligations secured thereby.

Pursuant to Section 70A-9a-604, Utah Code Annotated, Beneficiary has elected to include all of the personal property and fixtures described in the Trust Deed, including, but not limited to those items described in Exhibit “B” attached hereto and by this reference made a part thereof.

The undersigned Trustee can be contacted c/o Hirschi Baer & Clayton, PLLC, 68 South Main, Suite 600, Salt Lake City, Utah 84101, Telephone: (801) 990-0500 between the hours of 8 a.m. and 5 p.m. Monday through Friday.

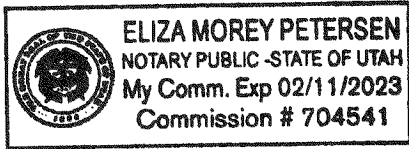
DATED: November 26th, 2019.



DAVID P. HIRSCHI, Attorney at Law
Successor Trustee

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the 26th day of November, 2019, personally appeared before me David P. Hirschi, who being duly sworn did say that he, the said David P. Hirschi, as Successor Trustee, is the signer of the foregoing instrument, and duly acknowledged to me that he executed the same in the capacity of Successor Trustee.





NOTARY PUBLIC

Exhibit A

ADDRESS: 486 26TH STREET OGDEN UTAH 84401

PART OF LOT 1, BLOCK 17, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, THENCE NORTH 48.5 FEET, THENCE WEST 41.5 FEET, THENCE SOUTH .5 FEET, THENCE WEST 44 FEET, THENCE SOUTH 48 FEET, THENCE EAST 85.5 FEET TO BEGINNING.

TOGETHER WITH AND SUBJECT TO AND RESERVING A RIGHT-OF WAY OVER THE FOLLOWING: BEGINNING AT A POINT 43.88 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT AND RUNNING THENCE NORTH 5.88 FEET, THENCE WEST 85.5 FEET, THENCE SOUTH 5.88 FEET, THENCE EAST 85.5 FEET TO THE WEST LINE OF ADAMS AVENUE TO THE POINT OF BEGINNING

TOGETHER WITH AND SUBJECT TO A RIGHT-OF-WAY OVER THE FOLLOWING: BEGINNING AT A POINT 77.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 1, RUNNING THENCE NORTH 48 FEET, THENCE WEST 8 FEET, THENCE SOUTH 48 FEET, THENCE EAST 8 FEET TO THE PLACE OF BEGINNING.

ADDRESS: 2579 ADAMS AVENUE OGDEN UTAH 84401

PART OF LOT 1, BLOCK 17, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 48.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1, RUNNING THENCE WEST 41.5 FEET; THENCE SOUTH .5 FOOT; THENCE WEST 44 FEET: THENCE SOUTH 48 FEET TO THE NORTH LINE OF 26TH STREET; THENCE WEST 20 FEET; THENCE NORTH 132 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EAST 50.5 FEET; THENCE SOUTH 44 FEET; THENCE EAST 55 FEET TO THE WEST LINE OF ADAMS AVENUE; THENCE SOUTH ALONG THE WEST LINE OF ADAMS AVENUE 39.5 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 1, BLOCK 17, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 88 FEET NORTH AND 52 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 1, AND RUNNING THENCE NORTH 11 FEET; THENCE WEST 3 FEET; THENCE SOUTH 11 FEET; THENCE EAST 3 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH ALL RIGHT, TITLE, AND INTEREST IN AND TO THAT CERTAIN EASEMENT OF RIGHT-OF-WAY OR RIGHT-OF-WAY AGREEMENT MADE BY AND BETWEEN DANIEL P STEPHENS & WIFE MARY STEPHENS, ALSO B STEPHENS AND WIFE LAURA E STEPHENS, SAMUEL L STEPHENS & ASENATH P STEPHENS, HIS WIFE IN HER OWN RIGHT, AND JOSEPH F STEPHENS & WIFE SARAH J STEPHENS, DATED DECEMBER 9, 1926, AND RECORDED DECEMBER 10, 1926, AND RECORDED DECEMBER 10, 1926, IN THE OFFICE OF THE COUNTY RECORDER, WEBER COUNTY, UTAH, IN BOOK R OF LEASES, PAGE 124. ALSO:

ADDRESS: 2573 ADAMS AVENUE OGDEN UTAH 84401

PART OF LOT 1, BLOCK 17, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, AND RUNNING THENCE SOUTH 44 FEET, THENCE WEST 52 FEET, THENCE NORTH 11 FEET, THENCE WEST 3 FEET, THENCE NORTH 33 FEET, THENCE EAST 55 FEET TO THE PLACE OF BEGINNING.

ADDRESS: 2565 ADAMS AVENUE OGDEN UTAH 84401

PART OF LOT 10, BLOCK 17, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT ON THE WEST LINE OF ADAMS AVENUE 92 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 10, AND RUNNING THENCE SOUTH ON THE WEST LINE OF ADAMS AVENUE 40 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 10, THENCE WEST 105.5 FEET; THENCE NORTH 40 FEET TO A POINT 92 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10; THENCE EAST 105.5 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "B"

SCHEDULE OF PERSONAL PROPERTY

1. All rents, issues, royalties, and profits of the Property affected by the Trust Deed.
2. Any personal property owned by Borrower and located on the Property affected by the Trust Deed.
3. All proceeds of fire and other insurance policies, or compensations or awards for any taking or damage of said property.