

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
File No. UT10346

ENT 107788 : 2022 PG 1 of 2
Andrea Allen
Utah County Recorder
2022 Oct 06 02:45 PM FEE 40.00 BY MG
RECORDED FOR Halliday, Watkins & Mann, P.C.
ELECTRONICALLY RECORDED

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 29, 2016, and executed by Daniel P. Elbaba, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Security Home Mortgage, LLC, its successors and assigns as Beneficiary, but Lakeview Loan Servicing, LLC being the present Beneficiary, in which Key Land Title Insurance Agency was named as Trustee. The Trust Deed was recorded in Utah County, Utah, on October 31, 2016, as Entry No. 109236:2016, and modified pursuant to the Modification recorded on March 29, 2022, as Entry No. 38631:2022, of Official Records, all relating to and describing the real property situated in Utah County, Utah, particularly described as follows:

All of Lot 3, Plat "E", Orchard Park Subdivision, according to the official plat thereof on file and of record in the Utah County Recorder's Office. **TAX # 48:188:0003**

Purportedly known as 833 West 1100 South, Payson, UT 84651 (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 6th day of October, 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. UT10346

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

The foregoing instrument was acknowledged before me this October 6, 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

