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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COHNE KINGHORN, P.C.
111 E BROADWAY, 11TH FLOORSALT LAKE CITY, UT 84111

J. Scott Brown, Esq.
COHNE KINGHORN
A Professional Corporation
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111

NOTICE OF DEFAULT

PLEASE TAKE NOTICE that J. Scott Brown, Esq., of COHNE KINGHORN, is successor trustee under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "**Trust Deed**"), dated November 16, 2023, executed by CHICAGO ST TOWNHOMES PROPERTY, LLC ("**Trustor**"), as trustor, in favor of COTTONWOOD TITLE INSURANCE AGENCY, INC., as trustee, and in favor of GREGG PACCHIANA, as beneficiary. The Trust Deed was filed for record in the office of the Salt Lake County, Utah Recorder on November 16, 2023, as Entry No. 14176208, in Book No. 11457, at Page 59, official records of Salt Lake County, Utah. The Trust Deed encumbers the following described parcel of real property (the "**Trust Property**") situated in Salt Lake County, Utah:

See Exhibits "A" and "B" for the Legal and Other Descriptions, which exhibits are attached hereto.

The Trust Property or its addresses are approximately known as follows: 36, 30, 28 and 18 North Chicago Street, Salt Lake City, Utah 84116 (Parcels 1 through 4); and, 928 West South Temple Street, Salt Lake City, Utah 84116 (Parcels 5 and 6). The Trust Property's tax identification numbers are known as follows: 08-35-456-009-0000; 08-35-456-010-0000; 08-35-456-011-0000; 08-35-456-012-0000; 08-35-456-013-0000; and 08-35-456-014-0000. The Successor Trustee hereby disclaims liability for any error in the legal description, address or any other common designation of the Trust Property.

The Trust Deed was given for good and valuable consideration and to secure certain obligations in favor of GREGG PACCHIANA including, but not limited to, the following:

1. The obligations which are represented by that certain Equity Secured Promissory Note (the "**Note**"), dated June 8, 2023, in the original principal balance of \$3,000,000.00, which H. Jason Winkler and Ellen Winkler, as borrowers (collectively, "**Borrowers**"), and Makers Line, LLC, as guarantor ("**Guarantor**"), made, executed and delivered to GREGG PACCHIANA.
2. The obligations which are represented by that certain Amended Equity Secured Promissory Note (the "**Amended Note**"), dated September 15,

2023, which Borrowers and Guarantor made, executed and delivered to GREGG PACCHIANA.

3. The obligations which are represented by that certain Guaranty Agreement (the "**Agreement**"), dated November 16, 2023, which Trustor, as borrower and guarantor, made, executed and delivered to GREGG PACCHIANA.

Default has occurred under the Trust Deed as follows:

1. The payments under the Note, the Amended Note and the Agreement are past due and owing, and have not been paid.
2. The accrued interest under the Note, the Amended Note and the Agreement is past due and owing, and has not been paid.
3. The late fees under the Note, the Amended Note and the Agreement are past due and owing, and have not been paid.
4. A holder of another lien has initiated non-judicial foreclosure proceedings against the Trust Property.
5. The failure to comply with or perform other obligations, covenants and conditions contained in the agreements between GREGG PACCHIANA and Trustor, Borrowers and/or Guarantor.

Because of such defaults, GREGG PACCHIANA has declared and hereby declares all sums secured thereby to be immediately due and payable, and has elected and hereby elects to cause the Trust Property to be sold to satisfy the obligations secured thereby. Interest and late fees continue to accrue at the default interest rate in accordance with the terms and provisions of the Note, the Amended Note, the Agreement, the Trust Deed and the related loan documents, the amounts of which will be furnished by GREGG PACCHIANA upon request.

All costs and expenses incident to foreclosure of the Trust Deed, and exercise of the power of sale including, but not limited to, reasonable attorneys' fees, are also chargeable the Note, the Amended Note, the Agreement and related loan documents, and which are secured by the Trust Deed.

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Pursuant to UTAH CODE ANN. § 57-1-26(3)(b), the following information is provided:

J. Scott Brown, Esq.
COHNE KINGHORN
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111
Telephone No.: (801) 363-4300
Office Hours: 8:30 a.m. through 5:30 p.m.
Monday through Friday, except holidays

DATED this 2nd day of February 2024.

SUCCESSOR TRUSTEE:

By:

J. Scott Brown

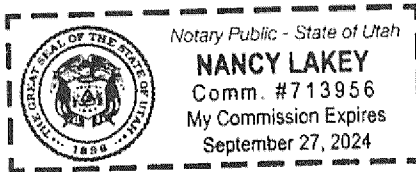
J. Scott Brown
Successor Trustee

STATE OF UTAH

:ss

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2nd day of February 2024, by J. Scott Brown, Esq., of COHNE KINGHORN, Successor Trustee of the Trust Deed, referred to in said instrument.



Nancy Lakey

Notary Public

My Commission Expires:

9/27/2024

Residing at:

Syracuse, UT

THIS NOTICE IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

[80111.01]

Exhibit "A" Legal Descriptions

The following described real properties located in Salt Lake County, State of Utah:

PARCEL 1:

Commencing 1 foot West and 38.75 feet South of the Northwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence East 124.0 feet; thence South 41.25 feet; thence West 124.0 feet; thence North 41.25 feet to the point of commencement.

PARCEL 2:

Commencing at a point 208 3/4 feet North from the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence West 1 foot; thence North 41-1/4 feet; thence East 124 feet; thence South 41-1/4 feet; thence West 123 feet to the place of beginning.

PARCEL 2A:

A perpetual right of way over the following described land to-wit: Commencing at a point 123 feet East from the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey aforesaid, and running thence East 9 feet; thence North 40 rods; thence West 9 feet; thence South 40 rods to the place of beginning.

PARCEL 3:

Commencing 451.25 feet South from the Northwest corner of Lot 7, Block 57, Plat "C", Salt Lake City Survey, and running thence East 123.0 feet; thence South 41.25 feet; thence West 124.0 feet; thence North 41.25 feet; thence East 1.0 foot to the point of commencement.

PARCEL 4:

Commencing 1 foot West and 81.0 feet North from the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence North 86.5 feet; thence East 124.0 feet; thence South 86.5 feet; thence West 124.0 feet to the point of commencement.

PARCEL 5:

Commencing at the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence East 66 feet; thence North 81 feet; thence West 67 feet; thence South 81 feet; thence East 1 foot to the point of beginning.

PARCEL 6:

Beginning at a point 42 feet West from the Southeast corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence West 57 feet; thence North 81 feet; thence East 57 feet; thence South 81 feet to the place of beginning.

PARCEL 6A:

A perpetual right of way over the following described land to-wit: Commencing at a point 33 feet West from the Southeast corner of Lot 2, Block, Plat, and Survey aforesaid, and running thence South 40 rods to the place of beginning.

Together with and any and all other appurtenant water rights.

[80111.01]

Exhibit "B"

A. All of Borrower's interest presently owned or hereafter acquired in and to fixtures, equipment, boilers, building materials, appliances, irrigation systems and goods of every nature whatsoever now or hereafter located in, or on, and used, or intended to be used in connection with the real property described above including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, attached floor coverings, antennas, trees and plants, including replacements and additions thereto, and proceeds and products thereof.

B. All of Borrower's right, title and interest in all permits, contracts, licenses, and related rights and benefits associated with the development and use of the real property described above, including construction contracts, architectural contracts, rights to plans and specifications for construction, and governmental permits relating to the construction of improvements on the real property described above, or occupancy or use of said property, and all proceeds from any of the foregoing.

C. All of Borrower's interests presently owned or hereafter acquired in personal property associated with the development and use of the real property described above, including, but not limited to, goods, including building materials located on or off the real property described above, equipment, machinery, tools, office equipment, supplies, furnishings, furniture, inventory, accounts, instruments, documents, intangibles, chattel paper, general intangibles, contract rights, and in the proceeds and products of any of the foregoing.

D. All awards for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the real property described above or of any improvements now or hereafter situated thereon or any estate or easement therein, and all proceeds of insurance paid on account of partial or total destruction of improvements on the subject property.

E. All right, title and interest of Borrower in and to any and all present and future leases, subleases, licenses, rental agreements and tenancies of any portion of the real property described above or of any space in any building erected upon said property, and the income, receipts, rents, issues and profits therefrom and of any improvements now or hereafter situated on said property.

[80111.01]