

Notice of Default Page 1 of 3
Gary Christensen Washington County Recorder
08/04/2023 08:15:22 AM Fee \$40.00 By YORK
HOWELL

WHEN RECORDED MAIL TO:

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NOTICE OF DEFAULT AND ELECTION TO SELL

(Washington County Tax ID: SC-HSA-3-300)

NOTICE IS HEREBY GIVEN that on or about May 18, 2023, TC Smith, LLC, as Trustor, whose address is 2161 East Coyote Drive, St. George, Utah 84790, executed and delivered to Griffiths & Turner / GT Title Services, Inc., as Trustee, whose address is 5295 South Commerce Drive, Suite 150, Salt Lake City, Utah 84107, for the benefit of David G. Wood, as Lender 1, whose address is 8 Courtside Lane, Sandy, Utah 84092, and Tiffani Johnson, as Lender 2, whose address is 10097 South Bell Canyon Road, Sandy, Utah 84092, that certain *Deed of Trust* ("**Deed of Trust**") to secure the performance of said Trustor of the obligations owed to David G. Wood and Tiffani Johnson under that certain *Fractional Trust Deed Promissory Note* dated May 18, 2023, in the original principal amount of \$379,500.00 ("**Note**"). Said Deed of Trust was recorded in the Washington County Recorder's Office, State of Utah, on May 19, 2023, as Entry No. 20230014595.

The Deed of Trust encumbers one (1) parcel of real property located in Washington County, State of Utah, described on **Exhibit A** attached hereto ("**Property**").

David G. Wood and Tiffani Johnson are presently the owners and holders of the beneficial interests under the Deed of Trust, and the obligations secured thereby. Joseph M. Stultz, Esq. has been appointed as the Successor Trustee under the Deed of Trust pursuant to that certain *Substitution of Trustee* instrument filed of record simultaneously with this *Notice of Default and Election to Sell*.

NOTICE IS HEREBY GIVEN that the obligations evidenced by the Note, the performance of which is secured by the Deed of Trust, are in default in that Trustor has failed to pay the sums due and owing under the Note when due. Under the terms of the Note and the Deed of Trust, the entire unpaid principal balances of the Note, plus accrued interest, late charges, loan charges, costs, trustee's fees, and attorney's fees, are hereby accelerated and now due and payable in full. Lenders (and holders of the Note) have demanded and do hereby demand payment of all sums necessary to cure said defaults. No such payment has been tendered.

THEREFORE, NOTICE IS HEREBY GIVEN that the undersigned Trustee has elected, pursuant to Title 57, Chapter 1 of the Utah Code, and instructions from Lenders (and holders of the Note), to consider the Deed of Trust and the Note in default and to sell or cause to be sold the real property described in the Deed of Trust to satisfy said obligations.

Exhibit A

(Property Description)

ALL OF LOT 300, THE HILLS AT SANTA CLARA PHASE 3 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER.

Tax ID: SC-HSA-3-300