

Notice of Default Page 1 of 2  
Gary Christensen Washington County Recorder  
12/14/2023 04:53:22 PM Fee \$40.00 By 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. UT23605

**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 January 6, 2009, and executed by Ludell R. Nay and Merrillyn G. Nay, individually and as Trustees of The Ludell R. Nay and Merrillyn G. Nay Revocable Living Trust dated June 1, 2006, as Trustors, in favor of Axiom Financial LLC as Beneficiary, but PHH Mortgage Corporation being the present Beneficiary, in which Guardian Title was named as Trustee. The Trust Deed was recorded in Washington County, Utah, on January 13, 2009, as Entry No. 20090001121, of Official Records, all relating to and describing the real property situated in Washington County, Utah, particularly described as follows:

Lot 106, Blackridge Ranches Subdivision, Phase 2, according to the official plat thereof, records of Washington County, State of Utah.

Excepting and reserving all oil, gas, and other minerals of every kind and description underlying the surface of the subject property. **TAX # BRR-2-106-NS**

Purportedly known as 1738 S 3000 E, New Harmony, UT 84757 (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 property charge expenses. 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 14 day of December, 2023.

HALLIDAY, WATKINS & MANN, P.C.:

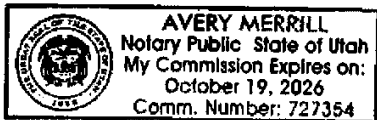
By: Hillary McCormack

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. UT23605

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

The foregoing instrument was acknowledged before me this December 14th, 2023, by Hillary McCormack as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.



Avery Merrill  
Notary Public