

WHEN RECORDED RETURN TO:

Morgan Fife, #11278
ANDERSON, FIFE, MARSHALL & JOHNSON, LC
2500 N. University Ave.
Provo, UT 84604
Telephone: (801) 375-1920
Hours: 8:00 a.m. to 5:30 p.m.

Entry 2023005253
Book 1835 Pages 507-508 \$40.00
03-Oct-23 04:10
BRENDA MCDONALD
RECORDER, UINTAH COUNTY, UTAH
SEILER ANDERSON FIFE & MARSHALL
2500 N UNIVERSITY AVE
PROVO, UT 84604-3877
Rec By: Rebecca Iser, Deputy Recorder
Electronic Recording

Ent 2023005253
Book 1835 Pg 507

Tax Parcel No. 05-129-0062

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN: That Morgan Fife is the Successor Trustee under a Construction Deed of Trust (hereinafter "Trust Deed") executed on December 2, 2013, by David N. Henderson, as Manager of Presidential Hospitality Naples, LC, as Trustor, to secure obligations in the original principal amount of \$5,000,000.00 in favor of First Utah Bank, as Beneficiary, recorded on December 23, 2013, as Entry No. 2013012529, Book 1363, Pages 100-108, said property referred to herein being located in Uintah County, State of Utah, and being more particularly described as:

LOT 2, IFA COMMERCIAL SITE PLAT B, according to the official plat thereof on file and of record in the Office of the Uintah County Recorder.

For information purposes only: said property is also known by the street address of 1041 South 1500 East, Naples, UT 84078; Tax ID No. 05-129-0062.

Said obligation arises from a certain Note, dated December 2, 2013, in the original principal amount of \$5,000,000.00 made by Presidential Hospitality Naples, LLC, in favor of First Utah Bank ("Note"). The Beneficiary's interest in the Trust Deed was assigned by First Utah Bank to Spring Creek Investments through an Assignment of Trust Deed, dated September 3, 2021, and recorded in the Office of the Uintah County Recorder on September 7, 2021, as Entry No. 2021008796, Book 1737, Pages 637-638.

That the default which has occurred is the breach of obligations under the Trust Deed and Note, which includes the failure of the Trustor to pay the sums owed when due as set forth in the Note. Under the provisions of the Note and Trust Deed, the principal balance is accelerated and now due, together with accruing interest, late charges, costs, and trustee's and attorney's 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.

Where applicable, notice is hereby given that despite any possible reduced payment arrangement agreed to by the Beneficiary and/or the Beneficiary's agent, hereafter, the

