

AFTER RECORDING RETURN TO:  
Halliday, Watkins & Mann, P.C.  
376 East 400 South, Suite 300  
Salt Lake City, UT 84111  
File No. UT22119

ENT27706:2023 PG 1 of 2  
**Andrea Allen**  
**Utah County Recorder**  
2023 May 02 11:32 AM FEE 40.00 BY AR  
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 June 25, 2021, and executed by Peter M. Kearney and Sylvia C. Kearney, as Trustors, in favor of Citizens Bank as Beneficiary, in which Covius Settlement Services LLC was named as Trustee. The Trust Deed was recorded in Utah County, Utah, on July 1, 2021, as Entry No. 117894:2021, of Official Records, all relating to and describing the real property situated in Utah County, Utah, particularly described as follows:

The following described tract(s) of land situated in Utah County, State of Utah, to-wit:  
Lot 2, Block 6, Plat "B", Growfield Village Subdivision, according to the official plat thereof on file and of record in the Office of the Utah County Recorder. **TAX # 40-058-0027**

Purportedly known as 870 Walnut Avenue, Provo, UT 84604 (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 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 2nd day of May, 2023.

HALLIDAY, WATKINS & MANN, P.C.:

By:

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. UT22119

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

The foregoing instrument was acknowledged before me this May 2, 2023, by Armand J. Howell as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.

Margaret Lee  
Notary Public

