E 3572422 B 8507 P 1136-1137 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 05/21/2024 04:24:26 PM FEE: \$40.00 Pgs: 2

DEP eCASH REC'D FOR: SCALLEY READING

BATES HANSEN & RASMUSSEN, P.C.

**ELECTRONICALLY RECORDED FOR:** 

SCALLEY READING BATES HANSEN & RASMUSSEN, P.C.

Attn: Marlon L. Bates

15 West South Temple, Ste 600

Salt Lake City, Utah 84101 Telephone No. (801) 531-7870

Business Hours: 9:00 am to 5:00 pm (Mon.-Fri.)

Trustee No. 67152-91F Parcel No. 03-069-0003

## AMENDED NOTICE OF DEFAULT

THIS AMENDED NOTICE OF DEFAULT IS BEING RECORDED TO CORRECT THE ORIGINAL NOTICE OF DEFAULT RECORDED ON MAY 20, 2024, AS ENTRY NO. 3572250, IN BOOK 8506, AT PAGE 1091, RECORDS OF DAVIS COUNTY, UTAH. THE CORRECTION IS TO THE MIDDLE INITIAL OF THE TRUSTOR.

AMENDED NOTICE IS HEREBY GIVEN by Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee, that a default has occurred under the Deed of Trust to Secure Home Equity Line of Credit Agreement executed by Ray R. Johnson, as trustor(s), in which Mountain America Federal Credit Union is named as beneficiary, and Mountain America Federal Credit Union is appointed trustee, and filed for record on May 5, 2021, and recorded as Entry No. 3379279, in Book 7753, at Page 1569, Records of Davis County, Utah.

## SEE ATTACHED EXHIBIT "A"

A breach of an obligation for which the trust property was conveyed as security has occurred. Specifically, the trustor(s) failed to pay the October 31, 2023 monthly installment and all subsequent installments thereafter as required by the Note. Therefore, pursuant to the demand and election of the beneficiary, the trustee hereby elects to sell the trust property to satisfy the delinquent obligations referred to above. All delinquent payments, late charges, foreclosure costs, and property taxes and assessments, if any, must be paid in full within three months of the recording of the original Notice to reinstate the loan. Furthermore, any other default, such as a conveyance of the property to a third party, allowing liens and encumbrances to be placed upon the property, or allowing a superior lien to be in default, must also be cured within the three-month period to reinstate the loan.

DATED this 21 day of May, 2024.

Scalley Reading Bates Hansen & Rasmussen, P.C., successor

trustee

By: Marion L. Bates
Its: Supervising Partner

STATE OF UTAH

) : ss

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this **21** day of May, 2024, by Marlon L. Bates, the Supervising Partner of Scalley Reading Bates Hansen & Rasmussen, P.C., successor trustee.

DANIEL M SPENDLOVE Notary Public State of Utah My Commission Expires on: April 10, 2028 Comm. Number: 736320

NOTARY PUBLIC

## EXHIBIT "A"

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, LYNNHAVEN SUBDIVISION, PLAT A, A SUBDIVISION OF PART OF BLOCK 3, NORTH MILL CREEK PLAT BOUNTIFUL TOWNSITE SURVEY IN THE CITY OF BOUNTIFUL COUNTY OF DAVIS STATE OF UTAH ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND RUNNING THENCE SOUTH 89°41' WEST 65 FEET THENCE NORTH 0°07' WEST 139.78 FEET TO THE NORTH LINE OF LOT 2, BLOCK 1 LYNNHAVEN SUBDIVISION THENCE NORTH 89°11' EAST 65 FEET TO THE EAST LINE OF SAID LOT 3 THENCE SOUTH 0°07' EAST 140.35 FEET TO THE POINT OF BEGINNING BEING ALL OF LOT 3 AND PART OF LOT 2 OF SAID BLOCK 1