

AFTER RECORDING RETURN TO:  
Halliday, Watkins & Mann, P.C.  
376 East 400 South, Suite 300  
Salt Lake City, UT 84111  
File No. 40744

ENT 5523 : 2023 PG 1 of 2  
Andrea Allen  
Utah County Recorder  
2023 Jan 30 02:32 PM FEE 40.00 BY TM  
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 March 1, 2006, and executed by Lamont Norene, as Trustor, in favor of Argent Mortgage Company, LLC as Beneficiary, but Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2006-W4 being the present Beneficiary, in which Independence Title Insurance Agency was named as Trustee. The Trust Deed was recorded in Utah County, Utah, on March 7, 2006, as Entry No. 27100:2006, and corrected pursuant to the Affidavit recorded on February 27, 2019, as Entry No. 15923:2019, of Official Records, all relating to and describing the real property situated in Utah County, Utah, particularly described as follows:

Beginning at a point on the Easterly boundary line of Lot 8, Bull River Planned Community, Highland, Utah, according to the Official Plat thereof, which beginning point is also the Northwest corner of Lot 3, Bull River Planned Community, and is also South 573.35 feet and West 100.72 feet from the Northeast corner of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence along the Easterly boundary line of said Lot 8 as follows; thence along the Easterly boundary line of said Lot 8 as follows; South 46°19'58" West 267.85 feet; thence North 63°08'56" West 148.22 feet; thence South 79°28'16" West 55.45 feet; then CE South 15°29'49" West 20.85 feet; thence North 21°42'10" West 139.13 feet to the Westerly line of said Lot 8 and the centerline of A 50.00 foot wide private road easement known as Tamarack Drive; thence continuing along said Westerly boundary line of said Lot 8 and road easement centerline as follows: North 48°14'15" East 307.84 feet; thence 99.35 feet along the arc of A 354.72 foot radius curve to the left whose chord bear North 40°12'55" East 99.02 feet; thence leaving said road easement centerline and going South 43°49'09" East 263.31 feet to the point of beginning.

SAID PROPERTY IS MORE CORRECTLY DESCRIBED AS FOLLOWS:

Beginning at a point on the Easterly boundary line of Lot 8, Bull River Planned Community, Highland, Utah, according to the Official Plat thereof, which beginning point is also the Northwest corner of Lot 3, Bull River Planned Community, and is also South 573.35 feet and West 100.72 feet from the Northeast corner of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence along the Easterly boundary line of said Lot 8 as follows; South 46°19'56" West 267.85 feet; thence North 63°08'56" West 148.22 feet; thence South 79°28'16" West 55.45 feet; thence South 23°44'16" West 62.69 feet; thence South 42°26'22" West 19.26 feet; thence South 15°29'49" West 20.85 feet; thence North 21°42'10" West 139.13 feet to the Westerly line of said Lot 8 and the centerline of a 50.00 foot wide private road easement known as Tamarack Drive; thence continuing along said Westerly boundary line of said Lot 8 and road easement centerline as follows: North 48°14'15" East 307.84 feet; thence 99.35 feet along the arc of a 354.72 foot radius curve to the left whose chord bears North 40°12'55" East 99.02 feet; thence leaving said road easement centerline and going South 43°49'09" East 263.31 feet to the point of beginning. TAX # 35:052:0045

Purportedly known as 11130 North Tamarack Drive, Highland, UT 84003 (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 Trustor 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 30<sup>th</sup> day of January, 2023.

HALLIDAY, WATKINS & MANN, P.C.:

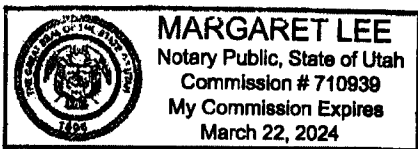
By: [Signature]

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. 40744

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

The foregoing instrument was acknowledged before me this January 30, 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