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Phone: 801-355-2886
File No.: 52974
Attorneys for Plaintiff

**IN THE FOURTH JUDICIAL DISTRICT COURT, STATE OF UTAH
UTAH COUNTY, PROVO DEPARTMENT**

<p>DPW Enterprises, LLC, Plaintiff, v. Jerri Barney, and Does 1-10, Defendants.</p>	<p>COMPLAINT FOR FORCIBLE ENTRY AND DETAINER Civil Number Honorable</p>
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Plaintiff complains of Defendants for Forcible Entry and Detainer.

JURISDICTION AND PARTIES

1. That the Defendants (the “Defendants”), are residents of Utah County, State of Utah.
2. That Jurisdiction is appropriate with this Court pursuant to U.C.A. § 78B6-8-802.

BACKGROUND FACTS

3. On or about July 6, 2015, the Jerri Barney executed a Note and Deed of Trust in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Axiom Financial, LLC, a Limited Liability Company, its successors and assigns (the “Deed of Trust”), on real property located at 4028 East Clark Circle, Eagle Mountain, UT 84005 (“Property”), more particularly described as follows:

Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder's Office.¹

4. The Deed of Trust was recorded with the office of the County Recorder in and for Utah County, State of Utah, on July 10, 2015 as Entry Number 61397:2015.

5. On or about September 20, 2016, an assignment was recorded the transfer interest to U.S. Bank National Association (“US Bank”). The Assignment was recorded with the County Recorder in and for Utah County, State of Utah, on September 28, 2016 as Entry Number 95226:2016.²

6. On or about June 26, 2018, US Bank substituted the law firm of Halliday, Watkins & Mann, P.C. as the successor Trustee of the Deed of Trust. The Substitution of Trustee was recorded with the County Recorder in and for Utah County, State of Utah, on June 27, 2018 as Entry Number 60155:2018.³ Said Substitution of Trustee ratified all action taken by the law firm of Halliday, Watkins & Mann, P.C. prior the Substitution of Trustee being executed and recorded.

7. Defendant defaulted on the terms of the Note and Deed of Trust and US Bank initiated non-judicial foreclosure proceedings by recording a Notice of Default, pursuant to Utah

1 A copy of the Note and Deed of Trust is attached as Exhibit “1” and is incorporated herein and by reference.

2 A copy of the recorded Assignment of Deed of Trust is attached as Exhibit “2” and is incorporated herein and by reference.

3 A copy of the recorded Substitution of Trustee is attached as Exhibit “3” and is incorporated herein and by reference.

Stat. § 57-1-24, with the County Recorder in and for Utah County, State of Utah, on June 28, 2018 as Entry Number 60525:2018.⁴

8. After the expiration of the Notice of Default, US Bank scheduled a foreclosure sale for November 21, 2018 at 9:00 AM, which was postponed by publication proclamation to December 21, 2018 at 9:00 AM at the South Main Entrance, Fourth Judicial District, American Fork Division, 75 East 80 North, American Fork, Utah.⁵

9. Said Notice of Sale was mailed to interested parties on October 15, 2018 posted on the Property on October 6, 2018 and published with the Lehi Free Press on October 11, 2018, October 18, 2018, and October 25, 2018.⁶

10. Defendants failed to cure the default and a foreclosure sale was conducted on December 21, 2018 at 09:00 AM, at the South Main Entrance, Fourth Judicial District, American Fork Division, 75 East 80 North, American Fork, Utah.

11. At the foreclosure sale, Plaintiff bid the amount of \$140,446.00. There were no higher bidders and Plaintiff was the successful purchaser and was provided with a Trustee's Deed.⁷ The Trustee's Deed was recorded with the office of the County Recorder in and for Utah County, State of Utah, on December 21, 2018, as Entry Number 120679:2018.

12. Defendants failed to vacate the Property by the foreclosure sale and continue to occupy the Property. Parties have not entered into any rental agreement that would allow Defendant to retain possession of the Property.

4 A copy of the recorded Notice of Default is attached as Exhibit "4" and is incorporated herein and by reference.

5 A copy of the Notice of Sale is attached as Exhibit "5" and is incorporated herein and by reference.

6 A copy of the United States Postal Service certified mailing receipts, Affidavit of Publication, and Affidavit of Posting are attached as Exhibit "6" and is incorporated herein and by reference.

7 A copy of the recorded Trustee's Deed is attached as Exhibit "7" and is incorporated herein and by reference.

13. On or about July 31, 2020, Plaintiff executed a Notice of Eviction and Demand for to Vacate the Property (“Notice of Eviction”) pursuant to Utah Stat. 78B-6-802 and/or § 78B-6-802.5.⁸

14. On August 1, 2020, Defendants, served with a copy of the Notice of Eviction personally at the Property.⁹ Additionally, Plaintiff’s counsel mailed to the Property a copy of the Notice of Eviction by regular and certified mail.¹⁰

15. Defendant failed to vacate the Property by August 6, 2020.

FIRST CAUSE OF ACTION Unlawful Detainer

16. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

17. This proceeding is brought under and pursuant to Utah Stat. § 78B-6-802 and/or 78B-6-802.5.

18. The Property in question was purchased by the Plaintiff at the foreclosure sale and Plaintiff has demanded possession of the Property from the Defendants.

19. Defendants failed to vacate the Property.

20. Plaintiff is entitled to judgment against the Defendant, including but not limited to, an Order of Restitution, ordering the Sheriff to restore the Plaintiff possession of the Property within 72 hours of receiving the Order of Restitution.

SECOND CAUSE OF ACTION

8 A copy of the Notice of Eviction is attached as Exhibit “8” and is incorporated herein and by reference.

9 A copy of the Affidavit of Service of the Notice of Eviction is attached as Exhibit “9” and is incorporated herein and by reference.

10 A copy of the United States Postal Service certified mail receipts are attached as Exhibit “10” and are incorporated herein and by reference.

Damages

21. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

22. Plaintiff is entitled to a judgment against the Defendant resulting from Plaintiff's unlawful detainer, unpaid rent, and waste. Said judgment shall be trebled pursuant to Utah Stat. § 78B-6-811(3).

23. Defendant is liable to pay Plaintiff reasonable rental value of the Property from December 21, 2018 to August 6, 2020 in the amount of \$45.00 per day. Said amount to be trebled from August 7, 2020 to the date the Defendant vacates.

24. Plaintiff is entitled to its attorney's fees incurred herein pursuant to Utah Stat. § 78B-6-811(3).

25. Plaintiff has not inspected the interior of the Property and reserves the right to amend this Complaint and/or commence a separate action against Defendant to pursue a judgment and/or other relief with respect to any waster or damage to the Property.

WHEREFORE, Plaintiff demands judgment against the Defendant as follows:

1. For the immediate Order of Restitution of the above described property;
2. For reasonable attorney's fees and costs incurred in bringing this action;
3. For an order that Defendant is liable to pay Plaintiff reasonable rental value of the Property from December 21, 2018 to August 6, 2020 in the amount of \$26,730.00. Said amount to be trebled from August 7, 2020 to the date the Defendant vacates.

4. For the order of this Court permitting the Plaintiff to assert the waste, unjust enrichment or damage in an amended complaint or other independent action once an amount is established;

5. For costs of Court and such other and further relief in the premises as the Court deems just and proper.

DATED this 18th day of November, 2020.

/s/ Armand J. Howell
Armand J. Howell
Halliday, Watkins & Mann, P.C.
Attorney for Plaintiff

EXHIBIT “1”

ORIGINAL

NOTE

FHA Case No.
521-9137035-703-203B

Multistate

July 6, 2015
[Date]

Salt Lake City,
[City]

Utah
[State]

4028 East Clark Circle, Eagle Mountain, UT 84005
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **Axiom Financial, LLC, a Limited Liability Company**

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **ONE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100******* Dollars (U.S. **\$170,815.00**), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **THREE AND FIVE-EIGHTHS** percent (**3.625 %**) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the **1st** day of each month beginning on **September 1, 2015**. Any principal and interest remaining on the **1st** day of **August, 2045** will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **9350 S. 150 E., Suite 140**
Sandy, UT 84070

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. **\$779.00**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

[Check applicable box] Graduated Payment Allonge Growing Equity Allonge
 Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When Borrower makes a Prepayment, Borrower will tell the Lender in writing that Borrower is doing so. Borrower may not designate a payment as a Prepayment if Borrower has not made all the monthly payments due under the Note.

Borrower may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Lender will use the Prepayments to reduce the amount of Principal that Borrower owes under this Note. However, the Lender may apply the Prepayment to any accrued and unpaid interest on the Prepayment amount before applying the Prepayment to reduce the Principal amount of the Note. If Borrower makes a partial Prepayment, there will be no changes in the due date or in the amount of the monthly payment unless the Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of **15** calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.000 %**) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and



all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

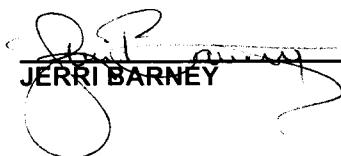
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



(Seal)

Lender: Axiom Financial, LLC
 NMLS ID: 4642
 Loan Originator: Mark Newel Day
 NMLS ID: 202103



ALLONGE TO NOTE

LOAN #: **20040070**

LOAN AMOUNT: **\$170,815.00**

PROPERTY ADDRESS: **4028 East Clark Circle
Eagle Mountain, UT 84005**

ALLONGE TO NOTE DATED: **July 6, 2015**

IN FAVOR OF **Axiom Financial, LLC, a Limited Liability Company**

AND EXECUTED BY **Jerri Barney**

PAY TO THE ORDER OF

U.S. Bank National Association

WITHOUT RE COURSE **Axiom Financial, LLC, a Limited Liability Company**

BY *Matthew J. Maher*

TITLE **Matthew J. Maher**
Vice President



Pay to the order of

Without Recourse
U.S. Bank National Association

Paula T. Hughes

Paula T. Hughes
Vice President

SIGNATURE/NAME AFFIDAVIT

RE:

LOAN NUMBER	PROPERTY ADDRESS
20040070	4028 East Clark Circle, Eagle Mountain, UT 84005

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Jerri Barney

who, after being by me first duly sworn, upon oath does depose and say:

THAT, Jerri Barney
as the name is signed on the note and/or security instrument is one and the same person as;
Jerri Monique Barney, Jerri M Barney, Jerri M Dalley

as the name appears in various loan documents.

 July 10, 2015
DATE

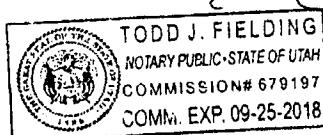
State of: UTAH

County of: UTAH

Subscribed and sworn to (or affirmed) before me on this 6 day of July, 2015,
by JERRI BARNEY.

My Commission expires: 9-25-2018

(Seal)



(Notary Public)



ENT 61397 : 2015 PG 1 of 12
Jeffery Smith
Utah County Recorder
2015 Jul 10 09:33 AM FEE 40.00 BY CLS
RECORDED FOR First American - American Forl
ELECTRONICALLY RECORDED

When recorded, return to:
Axiom Financial, LLC
Attn: Final Document Department
9350 S. 150 E., Suite 140
Sandy, UT 84070

LOAN #: 20040070

— [Space Above This Line For Recording Data] —

State of Utah

DEED OF TRUST
This transaction is subject to RESPA

FHA Case No.
521-9137035-703-203B

MIN 1001454-0020040070-9

MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST ("Security Instrument") is made on **July 6, 2015**.
The Grantor is **JERRI BARNEY**

("Borrower").

FHA Utah Deed of Trust - 4/96
Ellie Mae, Inc.

Page 1 of 10

Initials: 
UTEHALD 0713
UTEHALD
07/06/2015 05:02 PM PST



LOAN #: 20040070

The trustee is **First American Title Company, LLC**

("Trustee").

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Axiom Financial, LLC, a Limited Liability Company

(“Lender”) is organized and existing under the laws of **Utah**,
and has an address of **9350 S. 150 E., Suite 140, Sandy, UT 84070**.

Borrower owes Lender the principal sum of **ONE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100******* Dollars (U.S. **\$170,815.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **August 1, 2045**.

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in **Utah** County, Utah:

LOT 12, EAGLE TOP SUBDIVISION, A SINGLE FAMILY DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.
APN #: 38-359-0012



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which has the address of **4028 East Clark Circle, Eagle Mountain,**

[Street, City],

Utah 84005

("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds



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held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant



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or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or



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(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.



12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the



LOAN #: 20040070

Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines (but subject to any statutory right of Borrower to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold). Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property



LOAN #: 20040070

without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

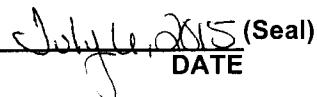
[Check applicable box(es)]

- Condominium Rider Growing Equity Rider Planned Unit Development Rider
 Graduated Payment Rider Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

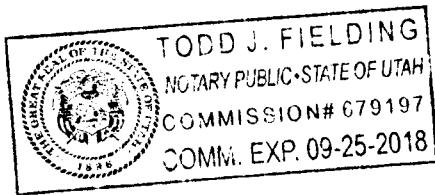

JERRY BARNEY

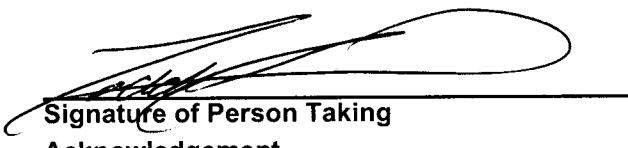

(Seal)
DATE



State of UTAH)
 SS
County of UTAH)

The foregoing instrument was acknowledged before me this
7-6-2015 (date) by JERRI BARNEY (person acknowledging, title
or representative capacity, if any).




Signature of Person Taking
Acknowledgement

Title: Escrow Officer

Residing at: Lehi

My commission expires: 9-25-2018

(Seal)

Lender: Axiom Financial, LLC
NMLS ID: 4642
Loan Originator: Mark Newel Day
NMLS ID: 202103



LOAN #: 20040070
MIN: 1001454-0020040070-9

FHA Case No.
521-9137035-703-203B

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 6th day of July, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **Axiom Financial, LLC, a Limited Liability Company**

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

**4028 East Clark Circle
Eagle Mountain, UT 84005.**

The Property Address is a part of a planned unit development ("PUD") known as **Eagle Top Subdivision**

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums



LOAN #: 20040070

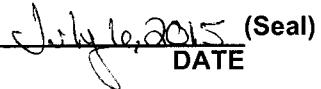
secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



JERRY BARNEY



July 16, 2015 (Seal)

DATE



EXHIBIT “2”

12/2
6

RECORDING REQUESTED
AND PREPARED BY:
U.S. Bank Home Mortgage
809 S. 60th Street, Suite 210
West Allis, WI 53214
(866) 787-9167
MARY J IRWIN

ENT 95226:2016 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Sep 28 12:21 PM FEE 12.00 BY MG
RECORDED FOR U S BANK HOME MORTGAGE

And When Recorded Mail To:
U.S. Bank Home Mortgage
809 S. 60th Street, Suite 210
West Allis, WI 53214
ATTN: **MARY J IRWIN S9S**

Space above for Recorder's use _____
MERS MIN#: 100145400200400709 PHONE#: (888) 679-6377
Customer#: 515-K14 Service#: 113141AS1 

Loan#: 6850599976

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AXIOM FINANCIAL, LLC, A LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, C/O P.O. BOX 2026, FLINT, MI 48501 2026, by these presents does convey, assign, transfer and set over to: U.S. BANK NATIONAL ASSOCIATION, 4801 FREDERICA STREET, OWENSBORO, KY 42301 0000, the following described deed of trust, with all interest, all liens, and any rights due or to become due thereon. Said Deed of Trust for \$170,815.00 is recorded in the State of UTAH, County of UTAH Official Records, dated JULY 06, 2015 and recorded on JULY 10, 2015, as Instrument No. 61397:2015, in Book No. --, at Page No. --. Original Trustor/Grantor: JERRI BARNEY. Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AXIOM FINANCIAL, LLC, A LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS. Legal Description: LOT 12, EAGLE TOP SUBDIVISION, A SINGLE FAMILY DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORD IN THE UTAH COUNTY RECORDER'S OFFICE..

Date: SEPTEMBER 20, 2016

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AXIOM FINANCIAL, LLC, A LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS

By: 
Janice D'Dela Cruz, Assistant Secretary

Loan#: 6850599976 Srv#: 113141AS1
Page 2

State of WISCONSIN }
County of MILWAUKEE } ss.

This instrument was acknowledged before me on **SEPTEMBER 20, 2016**, by **Janice D Dela Cruz**, as
Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE
FOR AXIOM FINANCIAL, LLC, A LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND
ASSIGNS.

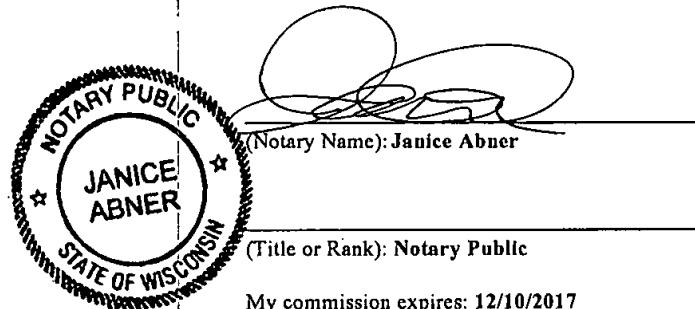


EXHIBIT “3”

ENT 60155 : 2018 PG 1 of 1
Jeffery Smith
Utah County Recorder
2018 Jun 27 02:00 PM FEE 10.00 BY BA
RECORDED FOR Halliday, Watkins & Mann, P.C.
ELECTRONICALLY RECORDED

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

FILE #: 52974

APPOINTMENT OR SUBSTITUTION OF TRUSTEE

NOTICE IS HEREBY GIVEN, that the law firm of Halliday, Watkins & Mann, P.C., 376 East 400 South, Suite 300, Salt Lake City, UT 84111, is hereby appointed Trustee under that certain written Trust Deed dated July 6, 2015, executed by Jerri Barney, as Trustor, in which Mortgage Electronic Registration Systems, Inc. as nominee for Axiom Financial, LLC, a Limited Liability Company, its successors and assigns was named as Beneficiary, and First American Title Company, LLC as Trustee, and filed for record in the office of the County Recorder of Utah County, State of Utah, on July 10, 2015, as Entry No. 61397:2015, and modified pursuant to the Modification recorded on November 13, 2017, as Entry No. 111668:2017, of Official Records.

Said real property is situated in Utah County, State of Utah, and more particularly described as follows:

Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder's Office. TAX # 38:359:0012

The Beneficiary ratifies and confirms any action taken on the Beneficiary's behalf by the herein appointed Trustee prior to the recording of the Appointment or Substitution of Trustee.

Dated this 26th day of June, 2018.

U.S. Bank National Association

By: Elizabeth M. Mattingly
Name: Elizabeth M. Mattingly
Title: Officer

State of Kentucky
County of Daviess

The foregoing instrument was acknowledged before me this 16 (date) by Elizabeth M. Mattingly, Officer of U.S. Bank National Association, a federally-chartered banking association, on behalf of U.S. Bank National Association.

Crystal D. Crowe

(seal)49

Notary Public

State at Large

588545

(Title or rank)

(Serial number, if any)

CRYSTAL D CROWE
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires 10/11/21
ID # 588545

EXHIBIT “4”

ENT 60525 : 2018 PG 1 of 2
Jeffery Smith
Utah County Recorder
2018 Jun 28 10:59 AM FEE 12.00 BY SM
RECORDED FOR Halliday, Watkins & Mann, P.C.
ELECTRONICALLY RECORDED

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
File No. 52974

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 July 6, 2015, and executed by Jerri Barney, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Axiom Financial, LLC, a Limited Liability Company, its successors and assigns as Beneficiary, but U.S. Bank National Association being the present Beneficiary, in which First American Title Company, LLC was named as Trustee. The Trust Deed was recorded in Utah County, Utah, on July 10, 2015, as Entry No. 61397:2015, and modified pursuant to the Modification recorded on November 13, 2017, as Entry No. 111668:2017, of Official Records, all relating to and describing the real property situated in Utah County, Utah, particularly described as follows:

Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder's Office. **TAX # 38:359:0012**

Purportedly known as 4028 East Clark Circle, Eagle Mountain, UT 84005 (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 28 day of June, 2018.

HALLIDAY, WATKINS & MANN, P.C.:

By:

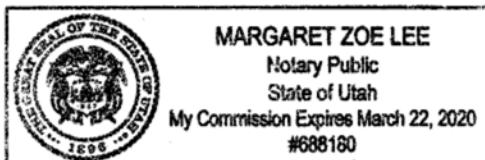
Paul M. Halliday, Jr.
 Name: Paul M. Halliday, Jr.
 Attorney and authorized agent of the law firm of
 Halliday, Watkins & Mann, P.C., Successor Trustee
 376 East 400 South, Suite 300, Salt Lake City, UT 84111
 Telephone: 801-355-2886
 Office Hours: Mon.-Fri., 8AM-5PM (MST)
 File No. 52974

STATE OF UTAH)

: ss.

County of Salt Lake)

The foregoing instrument was acknowledged before me this June 28,
 2018, by Paul M. Halliday, Jr. as an attorney and authorized agent of the law firm of Halliday,
 Watkins & Mann, P.C., the Successor Trustee.



Margaret Zoe Lee
 Notary Public

EXHIBIT “5”

Postpone
to

12-31-18

NOTICE OF TRUSTEE'S SALE

The following property will be sold at public auction to the highest bidder without warranty, at the South Main Entrance, Fourth Judicial District, American Fork Division, 75 East 80 North, American Fork, Utah, on 11/21/18 at 09:00 AM, for the purpose of foreclosing a Trust Deed executed by Jerri Barney, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Axiom Financial, LLC, a Limited Liability Company, its successors and assigns, recorded on 7/10/15, as Entry # 61397:2015, covering real property purportedly known as 4028 East Clark Circle, Eagle Mountain, UT 84005, and more particularly described as:

Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder's Office. TAX # 38:359:0012

U.S. Bank National Association is the current Beneficiary of the Trust Deed. Record owner of the property as of the recording of the Notice of Default is reported to be Jerri Barney.

A \$20,000.00 deposit in the form of a bank or credit union cashier's check or a bank official check, payable to Halliday, Watkins & Mann, P.C., is required to bid. A successful bidder who fails to tender the full purchase price will forfeit the entire deposit. The successful bidder must tender the deposit at the sale and the balance of the purchase price by 12:00 noon the following business day. The balance must be in the form of a wire transfer, bank or credit union's cashier's check, or bank official check payable to Halliday, Watkins & Mann, P.C. A bank or credit union cashier's check must be pre-printed and clearly state that it is a cashier's check. A bank official check must be pre-printed and clearly state that it is an official check. Cash payments are not accepted.

A trustee's deed will be delivered to the successful bidder within five business days after receipt of the amount bid.

Successor Trustee disclaims liability for any error in the street address shown herein. Successor Trustee may void sale due to any unknown facts at time of sale that would cause the

cancellation of the sale. If sale is voided, Successor Trustee shall return funds to bidder, and the Successor Trustee and Beneficiary shall not be liable to bidder for any damages. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Beneficiary, Trustor, Successor Trustee or the Successor Trustee's attorney.

This is an attempt to foreclose a security instrument and any information obtained will be used for that purpose.

Dated: 10/1/18

HALLIDAY, WATKINS & MANN, P.C.:

By: Paul W. Halliday Jr.
Name: Paul W. Halliday Jr.
Attorney and authorized agent of the law firm of
Halliday, Watkins & Mann, P.C.
Successor Trustee
376 E 400 S, Ste 300
SLC, UT 84111
PH 801-355-2886
Office Hours: M-F: 8am – 5pm
H/W # 52974

EXHIBIT “6”

File No. 52974

CERTIFICATE OF POSTING OF
NOTICE OF TRUSTEE'S SALE

I, Nancy Halliday, hereby certify and return that I received the attached NOTICE OF TRUSTEE'S SALE and posted a copy of the same upon the described property at 4028 East Clark Circle, Eagle Mountain, UT 84005, in Utah County, State of Utah, on **October 6, 2018 at 8:08 a.m.**, and also posted a copy of said Notice of Trustee's Sale in the Utah County Recorder's Office.

I do further certify that I am over 21 years of age, and not a party to this action.

DATED this 11 day of Oct, 2018.

Nancy Halliday

STATE of UTAH)
 :
County of Salt Lake)

Subscribed and sworn to before me this 11 day of Oct, 2018.



Brenda Labrum
Notary Public

PHOTO: (IF AVAILABLE)

PROPERTY IS PURPORTED TO BE OCCUPIED.

COMMENTS:

NOTICE OF TRUSTEE'S SALE

The following property will be sold at public auction to the highest bidder without warranty, at the South Main Entrance, Fourth Judicial District, American Fork Division, 75 East 80 North, American Fork, Utah, on 11/21/18 at 09:00 AM, for the purpose of foreclosing a Trust Deed executed by Jerri Barney, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Axiom Financial, LLC, a Limited Liability Company, its successors and assigns, recorded on 7/10/15, as Entry # 61397:2015, covering real property purportedly known as 4028 East Clark Circle, Eagle Mountain, UT 84005, and more particularly described as:

Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder's Office. TAX # 38:359:0012

U.S. Bank National Association is the current Beneficiary of the Trust Deed. Record owner of the property as of the recording of the Notice of Default is reported to be Jerri Barney.

A \$20,000.00 deposit in the form of a bank or credit union cashier's check or a bank official check, payable to Halliday, Watkins & Mann, P.C., is required to bid. A successful bidder who fails to tender the full purchase price will forfeit the entire deposit. The successful bidder must tender the deposit at the sale and the balance of the purchase price by 12:00 noon the following business day. The balance must be in the form of a wire transfer, bank or credit union's cashier's check, or bank official check payable to Halliday, Watkins & Mann, P.C. A bank or credit union cashier's check must be pre-printed and clearly state that it is a cashier's check. A bank official check must be pre-printed and clearly state that it is an official check. Cash payments are not accepted.

A trustee's deed will be delivered to the successful bidder within five business days after receipt of the amount bid.

Successor Trustee disclaims liability for any error in the street address shown herein. Successor Trustee may void sale due to any unknown facts at time of sale that would cause the

cancellation of the sale. If sale is voided, Successor Trustee shall return funds to bidder, and the Successor Trustee and Beneficiary shall not be liable to bidder for any damages. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Beneficiary, Trustor, Successor Trustee or the Successor Trustee's attorney.

This is an attempt to foreclose a security instrument and any information obtained will be used for that purpose.

Dated: 10/1/18

HALLIDAY, WATKINS & MANN, P.C.:

By: Paul W. Halliday Jr.

Name: Paul W. Halliday Jr.

Attorney and authorized agent of the law firm of
Halliday, Watkins & Mann, P.C.

Successor Trustee

376 E 400 S, Ste 300

SLC, UT 84111

PH 801-355-2886

Office Hours: M-F: 8am - 5pm

H/W # 52974

29 N. 100 W.
LEHI, UTAH 84043
FED.TAX I.D. #47-5495678
801-766-8914

Lehi Free Press

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

Halliday, Watkins & Mann
376 E. 400 S. Suite 300
Salt Lake City, UT 84111

ACCOUNT NUMBER

[REDACTED]

DATE

10/26/18

ACCOUNT NAME

Halliday, Watkins & Mann

TELEPHONE

INVOICE NUMBER

801-355-2886

1654

PUBLICATION SCHEDULE

10/11/18, 10/18/18, 10/25/18

CUSTOMER REFERENCE NUMBER

52974

CAPTION

Notice of Trustee's Sale The following described property will be sold at public auction

TIMES

TOTAL COST

3

\$387.28

AFFIDAVIT OF PUBLICATION

AS POINT PUBLISHING, LLC dba LEHI FREE PRESS, I CERTIFY THAT THE ATTACHED ADVERTISEMENT
OF Notice of Trustee's Sale The following described property will be sold at public auction FOR

Halliday, Watkins & Mann

WAS PUBLISHED BY POINT PUBLISHING, LLC dba LEHI FREE PRESS,

WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN
UTAH AND PUBLISHED IN LEHI, UTAH COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED
ON UTAH-LEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND
REMAINS ON UTAHLEGALS.COM FOR 30 DAYS.

PUBLISHED ON 10/11/18, 10/18/18, 10/25/18

DATE 10/26/18

SIGNATURE

STATE OF UTAH

COUNTY OF

UTAH

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS

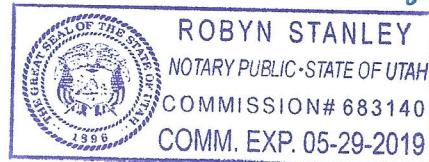
26

DAY OF

October

IN THE YEAR

2018



NOTARY PUBLIC SIGNATURE

Notice of Trustee's Sale. The following property will be sold at public auction to the highest bidder without warranty, at the South Main Entrance, Fourth Judicial District, American Fork Division, 75 East 80 North, American Fork, Utah, on 11/21/18 at 09:00 AM, for the purpose of foreclosing a Trust Deed executed by Jerri Barney, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Axiom Financial, LLC, a Limited Liability Company, its successors and assigns, recorded on 7/10/15, as Entry # 61397:2015, covering real property purportedly known as 4028 East Clark Circle, Eagle Mountain, UT 84005, and more particularly described as: Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder's Office. TAX # 38:359:0012. U.S. Bank National Association is the current Beneficiary of the Trust Deed. Record owner of the property as of the recording of the Notice of Default is reported to be Jerri Barney. A \$20,000.00 deposit in the form of a bank or credit union cashier's check or a bank official check, payable to Halliday, Watkins & Mann, P.C., is required to bid. A successful bidder who fails to tender the full purchase price will forfeit the entire deposit. The successful bidder must tender the deposit at the sale and the balance of the purchase price by 12:00 noon the following business day. The balance must be in the form of a wire transfer, bank or credit union's cashier's check, or bank official check payable to Halliday, Watkins & Mann, P.C. A bank or credit union cashier's check must be pre-printed and clearly state that it is a cashier's check. A bank official check must be pre-printed and clearly state that it is an official check. Cash payments are not accepted. A trustee's deed will be delivered to the successful bidder within five business days after receipt of the amount bid. Successor Trustee disclaims liability for any error in the street address shown herein. Successor Trustee may void sale due to any unknown facts at time of sale that would cause the cancellation of the sale. If sale is voided, Successor Trustee shall return funds to bidder, and the Successor Trustee and Beneficiary shall not be liable to bidder for any damages. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Beneficiary, Trustor, Successor Trustee or the Successor Trustee's attorney. This is an attempt to foreclose a security instrument and any information obtained will be used for that purpose. Dated: 10/1/18. Halliday, Watkins & Mann, P.C., Successor Trustee, 376 E 400 S, Ste 300, SLC, UT 84111, PH 801-355-2886, Office Hours: M-F: 8am - 5pm, H/W # 52974



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 10/15/2018 19:49	USPS Tracking/Article Number 9214 8901 9403 8374 0073 79
First Class Mail Postage \$0.47	Certified Mail Postage \$5.42
Sent To RC WILLEY HOME FURNISHINGS P.O. BOX 65655 SALT LAKE CITY, UT 84165-0655	
Reference Information 52974 Notice of Trustee's Sale	



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 10/15/2018 19:49	USPS Tracking/Article Number 9214 8901 9403 8300 0074 0073 86
First Class Mail Postage \$0.47	Certified Mail Postage \$5.42
Sent To SECRETARY OF HOUSING AND URBAN DEVELOPMENT 451 SEVENTH STREET, SW WASHINGTON, DC 20410	
Reference Information 52974 Notice of Trustee's Sale	



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 10/15/2018 19:49	USPS Tracking/Article Number 9214 8901 9403 8300 0074 0075 60
First Class Mail Postage \$0.47	Certified Mail Postage \$5.42
Sent To CURRENT OCCUPANT 4028 EAST CLARK CIRCLE EAGLE MOUNTAIN, UT 84005	
Reference Information 52974 Notice of Trustee's Sale	



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 10/15/2018 19:49	USPS Tracking/Article Number 9214 8901 9403 8300 0074 0075 77
First Class Mail Postage \$0.47	Certified Mail Postage \$5.42
Sent To JERRI BARNEY 4028 EAST CLARK CIRCLE EAGLE MOUNTAIN, UT 84005	
Reference Information 52974 Notice of Trustee's Sale	



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 10/15/2018 19:50	USPS Tracking/Article Number 9214 8901 9403 8374 0078 74
First Class Mail Postage \$0.47	Certified Mail Postage \$5.42
Sent To RC WILLEY HOME FURNISHINGS C/O LAW OFFICES OF KIRK A. CULLIMORE, LLC P.O. BOX 65655 SALT LAKE CITY, UT 84165-0655	
Reference Information 52974 Notice of Trustee's Sale	

EXHIBIT “7”

ENT 120679:2018 PG 1 of 2
Jeffery Smith
Utah County Recorder
2018 Dec 21 03:29 PM FEE 12.00 BY SM
RECORDED FOR Halliday, Watkins & Mann, P.C.
ELECTRONICALLY RECORDED

AFTER RECORDING RETURN TO:
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

MAIL TAX NOTICE TO:
DPW Enterprises, LLC
10028 South Morgan Grove Way
Sandy, UT 84092

File Number: 52974

TAX #: 38:359:0012

TRUSTEE'S DEED

This Deed is made by the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee, under the Trust Deed described below, in favor of **DPW Enterprises, LLC, 10028 South Morgan Grove Way, Sandy, UT 84092**, as Grantee.

WHEREAS, on July 6, 2015, Jerri Barney, as Trustor, executed and delivered to First American Title Company, LLC, as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as nominee for Axiom Financial, LLC, a Limited Liability Company, its successors and assigns, as Beneficiary, a certain Trust Deed to secure the performance by the Trustor of obligations under a Promissory Note of the same date executed and delivered for a valid consideration to the Beneficiary and the Trust Deed having been recorded in the office of the Utah County Recorder on July 10, 2015, as Entry No. 61397:2015, and modified pursuant to the Modification recorded on November 13, 2017, as Entry No. 111668:2017, describing the property set forth below; and

WHEREAS, a breach and default occurred under the terms of the Note and Trust Deed in the particulars set forth in the Notice of Default in this matter; and

WHEREAS, Halliday, Watkins & Mann, P.C., was duly appointed by the Beneficiary as Successor Trustee by a Substitution of Trustee recorded in the Office of the County Recorder of Utah County, State of Utah, on June 27, 2018, as Entry No. 60155:2018; and

WHEREAS, Halliday, Watkins & Mann, P.C., as Successor Trustee under the Trust Deed, executed and recorded in the Office of the County Recorder of Utah County, a Notice of Default containing an election to sell the trust property, which was recorded on June 28, 2018, as Entry No. 60525:2018; and that no later than ten days after the Notice of Default was filed for record, the Trustee mailed, by certified mail, a copy of the Notice of Default to the Trustor, and to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the Notice of Default; and

WHEREAS, Halliday, Watkins & Mann, P.C., as Successor Trustee, pursuant to the Notice of Default, and in accordance with the Trust Deed, did execute his Notice of Trustee's Sale stating that as Successor Trustee, he would sell at public auction to the highest bidder for cash, in lawful money of the United States of America, the property described, and fixing the time and place of sale as November 21, 2018, at 09:00 AM of said day, at the South Main Entrance, Fourth Judicial District, American Fork Division, 75 East 80 North, American Fork, Utah, however this sale having been postponed by oral announcement to December 21, 2018 at 09:00 AM at the same location, and did cause copies of the Notice of Sale to be posted for not less than 20 days before the date of the sale in a conspicuous place on the property to be sold and also at the office of the County Recorder of each County in which the trust property, or some part of it, is located; and the Successor Trustee did cause a copy of the Notice of Sale to be published once a week for three consecutive weeks in the Lehi Free Press, a newspaper having a general circulation in the county in which the property to be sold is situated, the last publication being at least 10 days but not more than 30 days before the date the sale is scheduled, and also published on utahlegals.com,

the website established by Utah's newspapers for legal notices, for not less than 30 days before the date the sale is scheduled; and that no later than 20 days before the date of the sale, the Trustee also mailed, by certified mail, a copy of the Notice of Sale to the Trustor and to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the Notice of Default; and

WHEREAS, all applicable statutory provisions of the State of Utah and all of the provisions of the Trust Deed have been complied with as to the acts to be performed and the notices to be given; and

WHEREAS, the Successor Trustee did at the time and place of sale by public auction sell, to Grantee, being the highest bidder, the property described for the sum of \$140,446.00 paid in cash in lawful money of the United States of America.

NOW THEREFORE, the Successor Trustee, in consideration of the premises recited and of the sum above mentioned, bid and paid by Grantee, the receipt of which is acknowledged, and by virtue of the authority vested in him by the Trust Deed, does by these presents grant and convey to the Grantee above named, but without any covenant or warranty, express or implied, all of that certain real property situated in Utah County, State of Utah, described as follows:

Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder's Office. TAX #: 38:359:0012

TOGETHER WITH any and all improvements, fixtures, appurtenances and easements now situated on or pertaining to the property.

DATED: Dec. 21, 2018.

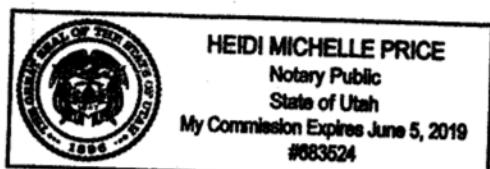
HALLIDAY, WATKINS & MANN, P.C.:

By: Paul W. Halliday, Jr.

Name: Paul W. Halliday, Jr.
Attorney and authorized agent of the law firm of
Halliday, Watkins & Mann, P.C.
Successor Trustee

State of Utah)
:ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this Dec. 21, 2018, by
PAUL M. HALLIDAY, JR. as an attorney and authorized agent of the law firm of Halliday,
Watkins & Mann, P.C., the Successor Trustee.



Heidi Michelle Price
Notary Public

EXHIBIT “8”

NOTICE TO VACATE

**JERRI BARNEY
AND ALL OTHER OCCUPANTS
4028 East Clark Circle
Eagle Mountain, UT 84005**

YOU ARE HEREBY NOTIFIED that the trust deed foreclosure of the below-described real property you are occupying (the “property”) was completed on 12/21/2018 being the date of the trustee’s sale. The property was purchased at the trustee’s sale by DPW Enterprises, LLC (the “Property Owner”). The Property Owner is entitled to immediate possession of the property and may be contacted through Halliday, Watkins & Mann, P.C. at the address and/or phone number set forth below.

You are now tenants at will and in accordance with Title 78B-6-802(1)(b)(ii), Utah Code Annotated, demand is hereby made upon you to move out and vacate the property within five (5) calendar days from the date of the service of this Notice to Vacate (the “Notice”) upon you. At the time of moving out, you should remove all of your personal property and leave the premises neat and clean. If you fail to vacate within said five (5) calendar days, you will be deemed guilty of an unlawful detainer and subject to judgment for unpaid rent and treble damages, being three (3) times the reasonable daily rental value, and appropriate eviction proceedings will be commenced at once.

The real property to which this Notice pertains is commonly known as 4028 East Clark Circle, Eagle Mountain, UT 84005, and is more particularly described as follows:

Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder’s Office,

If you are an active service member, or a dependent of an active service member of the United States Armed Forces, you may be entitled to rights as provided in the Servicemembers Civil Relief Act. In such case, you or your attorney should immediately provide proof of military service to the undersigned to determine if you qualify for the protections under that Act.

NOTICE PURSUANT TO UTAH CODE § 78B-6-802.7

Additionally, be advised that if you are a bona fide tenant in accordance with U.C.A. §78B-6-802.7 (specifically, you are not the mortgagor or the mortgagor's child, spouse or parent) and you are renting the property under a bona fide residential rental agreement in accordance with U.C.A. §78B-6-802.7 (specifically, an arm's length rental agreement granting exclusive use and occupancy, established prior to the filing of the foreclosure action, for a period specified by the agreement that is no longer than 12 months, that requires payment of rent not substantially less than fair market rent, or less than fair market rent due to a federal, state or local subsidy) you may be entitled to remain in the property for 45 days from the date of service of this Notice upon you, or until the end of your rental agreement term if that 12 month (or less) term expires beyond said 45 days.

In order for us to determine on behalf of the Property Owner what rights you may have under U.C.A. § 78B-6-802.7, you must immediately forward to us the following:

- (a) a copy of your written lease (if an oral lease you must provide us a summary of the terms of your oral lease, including: the terms of the lease, monthly rental amount, and all other relevant least terms);
- (b) proof of your alleged monthly rental amount (proof may be in the form of a copy of you lease showing the rent amount, or, if an oral lease, copies of cancelled checks or money orders);
- (c) proof that all monthly rental payments due under the lease have been paid to date (proof may be in the form of copies of cancelled checks, money orders, or a signed statement from your landlord stating that you have paid your rent in full as required by your lease);
- (d) the names of all occupants of the Property who are over 18 years of age; and
- (e) indicate whether you are a Section 8 tenant.

If you are determined to be a bona fide tenant with a bona fide residential rental agreement that has expired or will expire within 45 days from the date you were served with this Notice, then you must vacate the property no later than 45 days from the date this Notice was served on you. If you are still in possession of the property at the end of said 45 days the Property Owner will immediately begin eviction proceedings against you and will consider you to be guilty of an unlawful detainer and subject to judgment for unpaid rent plus treble damages.

If you are determined to be a bona fide tenant with a bona fide residential rental agreement that will expire after 45 days from the date you were served with this Notice, then you may be entitled to remain in possession of the property until the end of the term of your rental agreement, subject to you fulfilling your rental obligations, including the timely payment of rental payments as set forth in your rental agreement. In such case, if you are still in possession of the property at the end of your rental agreement, or fail to comply with the rental agreement, the Property Owner will immediately begin eviction proceedings against you and will consider you to be guilty of an unlawful detainer and subject to judgment for unpaid rent plus treble damages. Please contact the undersigned to make arrangements for the payment of your rent during the period of your occupancy.

Also be advised that the acceptance by the Property Owner of any rent payment is done pursuant to the above-referenced statute and is not a waiver of the Property Owner's right to challenge your status as a bona fide tenant with a bona fide rental agreement, or to otherwise pursue eviction proceedings or its other rights.

NOTICE PURSUANT TO THE FEDERAL PROTECTING TENANTS AT FORECLOSURE ACT OF 2009

If you are a tenant of the former owner of the property, and not a child, spouse, or parent of the former owner of the property, you may be entitled to additional rights as provided in the Protecting Tenants at Foreclosure Act of 2009. In order for us to determine on behalf of the Property Owner what rights you may have under the Protecting Tenants at Foreclosure Act of 2009, you must immediately forward to us the following:

- (a) a copy of your written lease (if an oral lease you must provide us a summary of the terms of your oral lease, including: the terms of the lease, monthly rental amount, and all other relevant lease terms);
- (b) proof of your alleged monthly rental amount (proof may be in the form of a copy of your lease showing the rent amount, or, if an oral lease, copies of cancelled checks or money orders);
- (c) proof that all monthly rental payments due under the lease have been paid to date (proof may be in the form of copies of cancelled checks, money orders, or a signed statement from your landlord stating that you have paid your rent in full as required by your lease);
- (d) the names of all occupants of the Property who are over 18 years of age; and
- (e) indicate whether you are a Section 8 tenant.

If you are determined to be a bona fide tenant with an expired lease, the Property Owner hereby provides notice that your right to remain at the property expires no later than 90 calendar days after the service of this Notice. If you are still in possession of the property at that time, the Property Owner will immediately begin eviction proceedings against you.

If you believe you are a bona fide tenant with an unexpired lease or a bona fide tenant with an expired lease, you are required to make your required monthly lease payments during the remainder of your lease agreement if your lease is unexpired and/or during the 90-day notice of eviction period if your lease is expired. To date, those payments have not been received by the Property Owner. The Property Owner requires rental payments from 12/21/2018 to the present date at the pre-foreclosure agreement upon rate pursuant to the terms and conditions of your rental agreement within 5 calendar days of the date this notice is served upon you or to quit the property. Failure to make these payments or quit the property will result in the owner of the property immediately bringing an eviction action against you. Please contact me immediately for details on how to make your rental payments.

Also be advised that the acceptance by the Property Owner of any rent payment is done pursuant to the above-referenced statute and is not a waiver of the Property Owner's right to challenge your status as a bona fide tenant with a bona fide rental agreement, or to otherwise pursue eviction proceedings or its other rights.

Please govern yourselves accordingly.

DATED this 31st day of July, 2020.

HALLIDAY, WATKINS & MANN, P.C.

/s/ Armand J. Howell

Attorneys for Property Owner

Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Phone: 801-355-2886
Email: armand@hwmlawfirm.com
Bar Number: 10029
HWM: 52974

EXHIBIT “9”

FILE # 52974

RETURN OF SERVICE

I, Staci Chacon of Reliable Posting Services, LLC, certify that service of the attached Notice to Vacate upon Jerri Barney and all other occupants, was completed in accordance with the provisions of Section 78B-6-805, Utah Code Annotated (1953 as amended), on August 1, 2020, at 2:00 p.m. at 4028 East Clark Circle, Eagle Mountain, UT 84005, by:

_____ delivering a copy (or copies) to the following tenant(s) personally:
_____,
_____;

AND

_____ leaving a copy (or copies) with _____, a
person of suitable age and discretion at the tenant's residence for
_____ and all other occupants,
and by mailing a copy to the tenant(s) at said residence;

OR

XXXXXXX affixing a copy in a conspicuous place on the subject premises, after failing to find anyone there.

DATED: August 7, 2020



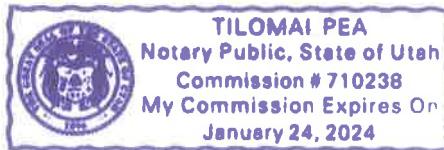
Staci Chacon
Private Process Server
Reliable Posting Services, LLC

STATE OF UTAH)
 :
County of Salt Lake)

Subscribed and sworn to before me on this 7 day of August, 2020.



Notary Public



Served on: 8/11/2020 at: 2:00 pm
Left with: posted - no answer
At: 4028 East Clark Circle, Eagle Mountain, UT

By: 
Process Server, Reliable Posting Services, LLC

NOTICE TO VACATE

**JERRI BARNEY
AND ALL OTHER OCCUPANTS
4028 East Clark Circle
Eagle Mountain, UT 84005**

YOU ARE HEREBY NOTIFIED that the trust deed foreclosure of the below-described real property you are occupying (the "property") was completed on 12/21/2018 being the date of the trustee's sale. The property was purchased at the trustee's sale by DPW Enterprises, LLC (the "Property Owner"). The Property Owner is entitled to immediate possession of the property and may be contacted through Halliday, Watkins & Mann, P.C. at the address and/or phone number set forth below.

You are now tenants at will and in accordance with Title 78B-6-802(1)(b)(ii), Utah Code Annotated, demand is hereby made upon you to move out and vacate the property within five (5) calendar days from the date of the service of this Notice to Vacate (the "Notice") upon you. At the time of moving out, you should remove all of your personal property and leave the premises neat and clean. If you fail to vacate within said five (5) calendar days, you will be deemed guilty of an unlawful detainer and subject to judgment for unpaid rent and treble damages, being three (3) times the reasonable daily rental value, and appropriate eviction proceedings will be commenced at once.

The real property to which this Notice pertains is commonly known as 4028 East Clark Circle, Eagle Mountain, UT 84005, and is more particularly described as follows:

Lot 12, Eagle Top Subdivision, a Single Family Development, according to the Official Plat thereof on file and record in the Utah County Recorder's Office,

If you are an active service member, or a dependent of an active service member of the United States Armed Forces, you may be entitled to rights as provided in the Servicemembers Civil Relief Act. In such case, you or your attorney should immediately provide proof of military service to the undersigned to determine if you qualify for the protections under that Act.

NOTICE PURSUANT TO UTAH CODE § 78B-6-802.7

Additionally, be advised that if you are a bona fide tenant in accordance with U.C.A. §78B-6-802.7 (specifically, you are not the mortgagor or the mortgagor's child, spouse or parent) and you are renting the property under a bona fide residential rental agreement in accordance with U.C.A. §78B-6-802.7 (specifically, an arm's length rental agreement granting exclusive use and occupancy, established prior to the filing of the foreclosure action, for a period specified by the agreement that is no longer than 12 months, that requires payment of rent not substantially less than fair market rent, or less than fair market rent due to a federal, state or local subsidy) you may be entitled to remain in the property for 45 days from the date of service of this Notice upon you, or until the end of your rental agreement term if that 12 month (or less) term expires beyond said 45 days.

In order for us to determine on behalf of the Property Owner what rights you may have under U.C.A. § 78B-6-802.7, you must immediately forward to us the following:

- (a) a copy of your written lease (if an oral lease you must provide us a summary of the terms of your oral lease, including: the terms of the lease, monthly rental amount, and all other relevant least terms);
- (b) proof of your alleged monthly rental amount (proof may be in the form of a copy of you lease showing the rent amount, or, if an oral lease, copies of cancelled checks or money orders);
- (c) proof that all monthly rental payments due under the lease have been paid to date (proof may be in the form of copies of cancelled checks, money orders, or a signed statement from your landlord stating that you have paid your rent in full as required by your lease);
- (d) the names of all occupants of the Property who are over 18 years of age; and
- (e) indicate whether you are a Section 8 tenant.

If you are determined to be a bona fide tenant with a bona fide residential rental agreement that has expired or will expire within 45 days from the date you were served with this Notice, then you must vacate the property no later than 45 days from the date this Notice was served on you. If you are still in possession of the property at the end of said 45 days the Property Owner will immediately begin eviction proceedings against you and will consider you to be guilty of an unlawful detainer and subject to judgment for unpaid rent plus treble damages.

If you are determined to be a bona fide tenant with a bona fide residential rental agreement that will expire after 45 days from the date you were served with this Notice, then you may be entitled to remain in possession of the property until the end of the term of your rental agreement, subject to you fulfilling your rental obligations, including the timely payment of rental payments as set forth in your rental agreement. In such case, if you are still in possession of the property at the end of your rental agreement, or fail to comply with the rental agreement, the Property Owner will immediately begin eviction proceedings against you and will consider you to be guilty of an unlawful detainer and subject to judgment for unpaid rent plus treble damages. Please contact the undersigned to make arrangements for the payment of your rent during the period of your occupancy.

Also be advised that the acceptance by the Property Owner of any rent payment is done pursuant to the above-referenced statute and is not a waiver of the Property Owner's right to challenge your status as a bona fide tenant with a bona fide rental agreement, or to otherwise pursue eviction proceedings or its other rights.

NOTICE PURSUANT TO THE FEDERAL PROTECTING TENANTS AT FORECLOSURE ACT OF 2009

If you are a tenant of the former owner of the property, and not a child, spouse, or parent of the former owner of the property, you may be entitled to additional rights as provided in the Protecting Tenants at Foreclosure Act of 2009. In order for us to determine on behalf of the Property Owner what rights you may have under the Protecting Tenants at Foreclosure Act of 2009, you must immediately forward to us the following:

- (a) a copy of your written lease (if an oral lease you must provide us a summary of the terms of your oral lease, including: the terms of the lease, monthly rental amount, and all other relevant lease terms);
- (b) proof of your alleged monthly rental amount (proof may be in the form of a copy of your lease showing the rent amount, or, if an oral lease, copies of cancelled checks or money orders);
- (c) proof that all monthly rental payments due under the lease have been paid to date (proof may be in the form of copies of cancelled checks, money orders, or a signed statement from your landlord stating that you have paid your rent in full as required by your lease);
- (d) the names of all occupants of the Property who are over 18 years of age; and
- (e) indicate whether you are a Section 8 tenant.

If you are determined to be a bona fide tenant with an expired lease, the Property Owner hereby provides notice that your right to remain at the property expires no later than 90 calendar days after the service of this Notice. If you are still in possession of the property at that time, the Property Owner will immediately begin eviction proceedings against you.

If you believe you are a bona fide tenant with an unexpired lease or a bona fide tenant with an expired lease, you are required to make your required monthly lease payments during the remainder of your lease agreement if your lease is unexpired and/or during the 90-day notice of eviction period if your lease is expired. To date, those payments have not been received by the Property Owner. The Property Owner requires rental payments from 12/21/2018 to the present date at the pre-foreclosure agreement upon rate pursuant to the terms and conditions of your rental agreement within 5 calendar days of the date this notice is served upon you or to quit the property. Failure to make these payments or quit the property will result in the owner of the property immediately bringing an eviction action against you. Please contact me immediately for details on how to make your rental payments.

Also be advised that the acceptance by the Property Owner of any rent payment is done pursuant to the above-referenced statute and is not a waiver of the Property Owner's right to challenge your status as a bona fide tenant with a bona fide rental agreement, or to otherwise pursue eviction proceedings or its other rights.

Please govern yourselves accordingly.

DATED this 31st day of July, 2020.

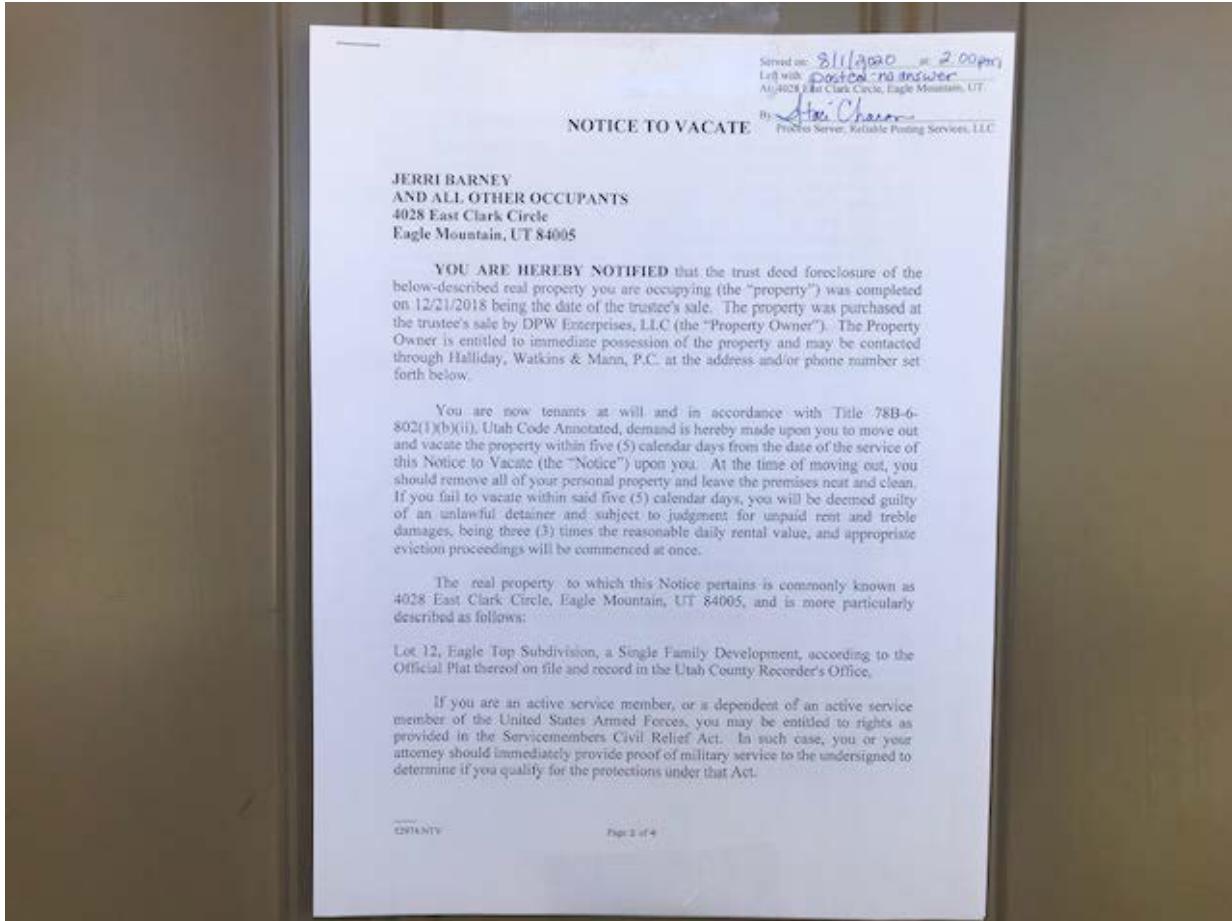
HALLIDAY, WATKINS & MANN, P.C.

/s/ Armand J. Howell

Attorneys for Property Owner

Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Phone: 801-355-2886
Email: armand@hwmlawfirm.com
Bar Number: 10029
HWM: 52974

From: [Staci Chacon](#)
To: [Staci Chacon](#)
Subject: 52974 posted 8-1-20
Date: Saturday, August 1, 2020 2:07:21 PM







Sent from my iPhone

EXHIBIT “10”



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 8/6/2020 13:38	USPS Tracking/Article Number 9214 8901 9403 8300 0018 0866 82
First Class Mail Postage \$0.50	Certified Mail Postage \$5.75
Sent To Current Occupant 4028 East Clark Circle Eagle Mountain, UT 84005 ,	
Reference Information 52974 Notice to Vacate	



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 8/6/2020 13:38	USPS Tracking/Article Number 9214 8901 9403 8300 0018 0867 05
First Class Mail Postage \$0.50	Certified Mail Postage \$5.75
Sent To Jerri Barney 4028 East Clark Circle Eagle Mountain, UT 84005 ,	
Reference Information 52974 Notice to Vacate	