





# Notices of Election and Demand Filed in Weld County

From November 16, 2009 Through November 20, 2009

Weld County Public Trustee makes no representation or warranties about the accuracy or adequacy of these reports.  
You should conduct your own due diligence.

**Foreclosure Number:** 09-1609 **Restarted**

**NED Date:** 11/19/2009 **Reception #:** 3660689  
**Original Sale Date:** 03/24/2010  
**Deed of Trust Date:** 06/15/2005 **Recording Date:** 06/22/2005 **Reception #:** 3296626  
**Re-Recording Date** **Re-Recorded #:**

**Legal:** LOT 9, BLOCK 3, WESTMOOR WEST, A SUBDIVISION OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

**Address:** 4952 West 5th Street, Greeley, CO 80634

**Original Note Amt:** \$176,000.00 **Loan Type:** Conventional **Interest Rate:** 2.0  
**Current Amount:** \$187,536.25 **As Of:** 06/23/2009 **Interest Type:** Adjustable

**Current Lender (Beneficiary):** Wells Fargo Bank, National Association, as Trustee for the Certificateholders of Structured Asset Mortgage Investments II Inc., GreenPoint Mortgage Funding Trust 2005-AR4, Mortgage Pass-Through Certificates, Series 2005-AR4

**Current Owner:**

**Grantee (Lender On Deed of Trust):** Mortgage Electronic Registration Systems, Inc., acting solely as nominee for GreenPoint Mortgage Funding, Inc.

**Grantor (Borrower On Deed of Trust)** Jodi Dreiling

**Publication:** Windsor Beacon **First Publication Date:** 02/04/2010  
**Last Publication Date:** 03/04/2010

**Attorney for Beneficiary:** Aronowitz & Mecklenburg, LLP

**Attorney File Number:** 1616.02373 **Phone:** (303) 81-31177 **Fax:** (303) 81-31107



# *Notices of Election and Demand Filed in Weld County*

**From November 16, 2009 Through November 20, 2009**

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**Foreclosure Number: 09-2815**

<b>NED Date:</b>	11/16/2009	<b>Reception #:</b>	3659669		
<b>Original Sale Date:</b>	03/17/2010				
<b>Deed of Trust Date:</b>	11/28/2007	<b>Recording Date:</b>	11/30/2007	<b>Reception #:</b>	3520481
		<b>Re-Recording Date</b>		<b>Re-Recorded #:</b>	

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**Legal:** Parcel 1: Lot 13, Block 3, Carlson Farms, Filing No. 2, County of Weld, State of Colorado.  
Parcel 2: Lot 4, Block 6, Carlson Farms, Filing No. 2, County of Weld, State of Colorado.  
Parcel 3: Lot 2, Block 4, Corbett Glen Filing No. 3, County of Weld, State of Colorado.  
Parcel 4: Lot 9 and 17, Saddleback Heights, County of Weld, State of Colorado.

Except the following portion of real property previously released from said Deed of Trust via Partial Release of Deed of Trust issued by the Weld County, Colorado Public Trustee and recorded by the Weld County, Colorado Clerk & Recorder on October 14, 2009 at Reception No. 3654080, and are more particularly described as:

Parcel 1: Lot 13, Block 3, Carlson Farms, Filing No. 2  
Parcel 2: Lot 4, Block 6, Carlson Farms, Filing No. 2  
Parcel 3: Lot 2, Block 4, Corbett Glen Filing No. 3  
Parcel 4: Lot 9, Saddleback Heights  
County of Weld, State of Colorado.

The Property now being foreclosed upon is more particularly described as follows:

Parcel 4: Lot 17, Saddleback Heights, County of Weld, State of Colorado.

Together with the Property described above (the "Land") and (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively the "Improvements"); and (ii) all right, title and interest of Grantor, now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; (3) all options to purchase the Land of the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (4) all of Grantor's right, title and interest in and to all water and water rights, ditches and ditch rights, reservoirs and storage rights, wells and well rights, springs and spring rights, groundwater rights (whether tributary, nontributary or not nontributary), water contracts, water allotments, water taps, shares in ditch or reservoir companies, and all other rights of any kind or nature in or to the use of water, which are appurtenant to, historically used on or in connection with, or located on or under the Land, together with any and all easements, rights of way, fixtures, personal property, contract rights, permits or decrees associated with or used in connection with any such rights; and (5) timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises"); (b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land); (c) all (i) plans and specifications for the Improvements; (ii) Grantor's rights, but not liability for any breach by Grantor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness, as defined below), insurance policies, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to trademarks, trade names, goodwill and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits (including but not limited to Grantor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves hereunder or under any other Loan Documents (hereinafter defined) for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories, (iv) permits, licenses, franchises, certificates, development rights, commitments and rights

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for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories (without derogation of Article 3 hereof); (vi) Grantor's interest in oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal and other technical or business data concerning the Property which are in the possession of Grantor or in which Grantor can otherwise grant a security interest; and (d) all (i) proceeds (cash or non-cash) of or arising from the properties, rights, titles and interests referred to above in Section 1.3, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of street, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; and (ii) any and all other interests of every kind and character which Grantor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interest referred to above in this Section 1.3 and all property used or useful in connection therewith, including but not limited to rights of ingress or egress and remainders, reversions and reversionary rights or interests; and if the estate of Grantor in any of the property referred to above in Section 1.3 is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Grantor in or to the property demised under the lease creating the leasehold estate.

**Address:** Vacant Land, Firestone, CO 80504

<b>Original Note Amt:</b>	\$30,000,000.00	<b>Loan Type:</b>	Conventional	<b>Interest Rate:</b>	
<b>Current Amount:</b>	\$135,040.29	<b>As Of:</b>	11/03/2009	<b>Interest Type:</b>	Fixed

<b>Current Lender (Beneficiary):</b>	Bank of America, N.A.,
<b>Current Owner:</b>	
<b>Grantee (Lender On Deed of Trust):</b>	Bank of America, N.A.
<b>Grantor (Borrower On Deed of Trust)</b>	Advocate Land Company, Inc.

<b>Publication:</b>	Greeley Tribune	<b>First Publication Date:</b>	01/29/2010
		<b>Last Publication Date:</b>	02/26/2010

**Attorney for Beneficiary:** Biegling, Shapiro & Burrus LLP

<b>Attorney File Number:</b>	0	<b>Phone:</b>	(720) 48-80220	<b>Fax:</b>	(720) 48-87711
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# Notices of Election and Demand Filed in Weld County

From November 16, 2009 Through November 20, 2009

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**Foreclosure Number:** 09-2844

**NED Date:** 11/19/2009      **Reception #:** 3660688  
**Original Sale Date:** 03/24/2010  
**Deed of Trust Date:** 04/03/2006      **Recording Date:** 04/04/2006      **Reception #:** 3376392  
**Re-Recording Date:**      **Re-Recorded #:**

**Legal:** LOT 1, BLOCK 3, TIMBER RIDGE PUD 1ST FILING, A SUBDIVISION OF THE TOWN OF SEVERANCE, COUNTY OF WELD, STATE OF COLORADO.

**Address:** 815 Cliffrose Way, Severance, CO 80550

**Original Note Amt:** \$153,920.00      **LoanType:** Conventional      **Interest Rate:** 7.200  
**Current Amount:** \$157,811.83      **As Of:** 11/06/2009      **Interest Type:** Adjustable

**Current Lender (Beneficiary):** US Bank National Association, as Trustee for the Structured Asset Securities Corporation  
Mortgage Pass-Through Certificates 2006-EQ1  
**Current Owner:** Caleb A. Miller and Rachelle Miller  
**Grantee (Lender On Deed of Trust):** Mortgage Electronic Registration Systems, Inc. acting solely as nominee for EquiFirst Corporation  
**Grantor (Borrower On Deed of Trust):** Caleb A. Miller and Rachelle Miller

**Publication:** Windsor Beacon      **First Publication Date:** 02/04/2010  
**Last Publication Date:** 03/04/2010

**Attorney for Beneficiary:** Aronowitz & Mecklenburg, LLP

**Attorney File Number:** 9106.02084      **Phone:** (303) 81-31177      **Fax:** (303) 81-31107

**Foreclosure Number:** 09-2845

**NED Date:** 11/20/2009      **Reception #:**  
**Original Sale Date:** 07/07/2010  
**Deed of Trust Date:** 01/28/2002      **Recording Date:** 02/04/2002      **Reception #:** 2922378  
**Re-Recording Date:**      **Re-Recorded #:**

**Legal:** LOT B OF RECORDED EXEMPTION NO. 1305-33-2-RE2778, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

**Address:** 26034 Weld County Road 16, Keenesburg, CO 80643

**Original Note Amt:** \$187,500.00      **LoanType:** Conventional      **Interest Rate:** 6.625  
**Current Amount:** \$193,057.37      **As Of:** 11/09/2009      **Interest Type:** Fixed

**Current Lender (Beneficiary):** JPMorgan Chase Bank, National Association  
**Current Owner:** George T. Irwin  
**Grantee (Lender On Deed of Trust):** Mortgage Electronic Registration Systems, Inc., as nominee for Washington Mutual Bank, FA  
**Grantor (Borrower On Deed of Trust):** George T. Irwin

**Publication:** Greeley Tribune      **First Publication Date:** 05/21/2010  
**Last Publication Date:** 06/18/2010

**Attorney for Beneficiary:** Robert J. Hopp & Associates, LLC

**Attorney File Number:** 09-04715RH      **Phone:** (303)788-9600      **Fax:**



















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**Foreclosure Number:** 09-2863

**NED Date:** 11/20/2009

**Reception #:**

**Original Sale Date:** 03/24/2010

**Deed of Trust Date:** 06/29/2006

**Recording Date:** 07/05/2006

**Reception #:** 3400256\*\*\*

**Re-Recording Date**

**Re-Recorded #:**

**Legal:** LOT 8, BLOCK 8, SEARS FARM SUBDIVISION, ALSO KNOWN AS WILLOWBROOK SUBDIVISION, A SUBDIVISION OF THE CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO.

\*\*\*LOAN MODIFICATION SIGNED BY MARTY SUP AND JAMIE SUP ON APRIL 22, 2009

**Address:** 3931 28th Avenue, Evans, CO 80620

**Original Note Amt:** \$177,158.00

**LoanType:** CONV

**Interest Rate:** 8.45

**Current Amount:** \$195,163.07

**As Of:** 11/11/2009

**Interest Type:** Adjustable

**Current Lender (Beneficiary):** U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Asset Trust 2006-7 Home Equity Pass Through Certificates, Series 2006-7

**Current Owner:** Marty C. Sup and Jamie E. Sup

**Grantee (Lender On Deed of Trust):** Mortgage Electronic Registration Systems, Inc., as nominee for Lenders Direct Capital Corporation

**Grantor (Borrower On Deed of Trust)** Marty C. Sup and Jamie E. Sup

**Publication:** Windsor Beacon

**First Publication Date:** 02/04/2010

**Last Publication Date:** 03/04/2010

**Attorney for Beneficiary:** Castle, Meinhold & Stawiarski LLC

**Attorney File Number:** 09-26649

**Phone:** (303) 86-51400

**Fax:** (303) 86-51410