

Notices of Election and Demand Filed in Weld County

From November 23, 2009 Through November 25, 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:	09-0030			Restarted
NED Date:	11/23/2009	Reception #:	3661172	
Original Sale Date:	03/24/2010			
Deed of Trust Date:	06/21/2007	Recording Date:	06/26/2007	Reception #: 3485941
		Re-Recording Date		Re-Recorded #:

Legal: SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Address: 6607 West 3rd Street #1313, Greeley, CO 80634

Original Note Amt:	\$123,806.00	LoanType:	CONV	Interest Rate:	7
Current Amount:	\$122,548.30	As Of:	12/29/2008	Interest Type:	Fixed

Current Lender (Beneficiary):	Wells Fargo Bank, N.A.
Current Owner:	Edward Bowley and Miranda D Bowley
Grantee (Lender On Deed of Trust):	Wells Fargo Bank, N.A.
Grantor (Borrower On Deed of Trust)	Edward Bowley and Miranda D Bowley

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:	08-23602	Phone:	(303) 86-51400	Fax:	(303) 86-51410
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Foreclosure Number: 09-2871

NED Date:	11/23/2009	Reception #:	3661169		
Original Sale Date:	03/24/2010				
Deed of Trust Date:	06/17/2004	Recording Date:	06/23/2004	Reception #:	3192173
		Re-Recording Date		Re-Recorded #:	

Legal: LOT 14, WINDSOR MANOR SUBDIVISION SIXTH FILING, COUNTY OF WELD, STATE OF COLORADO
A.P.N.#: R1248397

Address: 270 SEQUOIA CIRCLE, WINDSOR, CO 80550

Original Note Amt:	\$232,200.00	LoanType:	Conventional	Interest Rate:	5.75
Current Amount:	\$231,527.50	As Of:	05/01/2009	Interest Type:	Adjustable

Current Lender (Beneficiary):	U.S. Bank N.A., in its capacity as Trustee for the registered holders of Home Equity Asset Trust 2004-6, Home Equity Pass-Through Certificates, Series 2004-6
Current Owner:	
Grantee (Lender On Deed of Trust):	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MERS MASTER FINANCIAL, INC.
Grantor (Borrower On Deed of Trust)	WILLIAM L LOCKNER AND JACQUALINE R LOCKNER

Publication:	Greeley Tribune	First Publication Date:	02/05/2010
		Last Publication Date:	03/05/2010

Attorney for Beneficiary: Vaden Law Firm, LLC

Attorney File Number:	09-051-00150	Phone:	(303)377-2933	Fax:	(303)377-2934
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Foreclosure Number: 09-2875

NED Date:	11/23/2009	Reception #:	3661176		
Original Sale Date:	03/24/2010				
Deed of Trust Date:	10/26/2007	Recording Date:	12/03/2007	Reception #:	3520840
		Re-Recording Date		Re-Recorded #:	

Legal: LOT 2, BLOCK 31, HIGHPLAINS FILING NO. 3, COUNTY OF WELD, STATE OF COLORADO.

Address: 904 SUNRISE DR, LOCHBUIE, CO 80603-7763

Original Note Amt:	\$148,515.00	LoanType:	FHA	Interest Rate:	6.25
Current Amount:	\$145,863.08	As Of:	11/11/2009	Interest Type:	Fixed

Current Lender (Beneficiary):	COLORADO HOUSING AND FINANCE AUTHORITY
Current Owner:	
Grantee (Lender On Deed of Trust):	COUNTRYWIDE KB HOME LOANS, A COUNTYRIDE MORTGAGE VENTURES, LLC SERIES
Grantor (Borrower On Deed of Trust)	MATTHEW P SIERRA and DINA M BACA

Publication:	Greeley Tribune	First Publication Date:	02/05/2010
		Last Publication Date:	03/05/2010

Attorney for Beneficiary: Janeway Law Firm P.C.

Attorney File Number:	9819	Phone:	(303)706-9990	Fax:	(303)706-9994
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Foreclosure Number: 09-2882

NED Date:	11/24/2009	Reception #:	3661532		
Original Sale Date:	03/24/2010				
Deed of Trust Date:	03/05/2007	Recording Date:	03/09/2007	Reception #:	3461173
		Re-Recording Date		Re-Recorded #:	

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Legal: Lots 1, 2, 3, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, and 38, Saddleback Heights, County of Weld, State of Colorado.

Except the following portions 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 August 20, 2009 at Reception No. 3643982, and are more particularly described as:

Lots 2, 3, 9, 16, 17, 18, 19, 20, 31, Saddleback Heights, County of Weld, State of Colorado.

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

Lots 1, 7, 8, 10, 12, 13, 14, 15, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37 and 38, 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 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)

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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 streets, 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 interests 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 and 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

Original Note Amt: \$30,000,000.00

LoanType: Conventional

Interest Rate:

Current Amount: \$1,937,487.50

As Of: 11/11/2009

Interest Type: Fixed

Current Lender (Beneficiary): Bank of America, N.A.

Current Owner:

Grantee (Lender On Deed of Trust): Bank of America, N.A.

Grantor (Borrower On Deed of Trust): Twin Silos, LLC

Publication: Greeley Tribune

First Publication Date: 02/05/2010

Last Publication Date: 03/05/2010

Attorney for Beneficiary: Biegling, Shapiro & Burrus LLP

Attorney File Number: 0

Phone: (720) 48-80220

Fax: (720) 48-87711

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Foreclosure Number: 09-2883

NED Date: 11/24/2009 **Reception #:** 3661533
Original Sale Date: 03/24/2010
Deed of Trust Date: 07/12/2005 **Recording Date:** 08/05/2005 **Reception #:** 3310357
Re-Recording Date: **Re-Recorded #:**

Legal: LOT 1 AND THE WEST 10 FEET OF LOT 2, BLOCK 3, LANCASTER NORTH ADDITION FOURTH FILING, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

Address: 1002 Longview Drive, Fort Lupon, CO 80621

Original Note Amt: \$142,000.00 **Loan Type:** CONV **Interest Rate:** 7.125
Current Amount: \$137,308.96 **As Of:** 11/09/2009 **Interest Type:** Adjustable

Current Lender (Beneficiary): HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust, Series 2006-HE1 for registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2006-HE1, Asset Backed Pass-Through Certificates and the Insurer
Current Owner: Lenn Welfring and Deania Welfring
Grantee (Lender On Deed of Trust): Mortgage Electronic Registration Systems, Inc., as nominee for Ownit Mortgage Solutions, Inc.
Grantor (Borrower On Deed of Trust): Lenn Welfring and Deania Welfring

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: 09-22665 **Phone:** (303) 86-51400 **Fax:** (303) 86-51410

Foreclosure Number: 09-2884

NED Date: 11/24/2009 **Reception #:** 3661534
Original Sale Date: 03/24/2010
Deed of Trust Date: 06/06/2003 **Recording Date:** 06/12/2003 **Reception #:** 3072083
Re-Recording Date: **Re-Recorded #:**

Legal: LOT 2, BLOCK 4, EAGLE VALLEY REPLAT A, TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO.

Address: 4870 Quail Ct, Frederick, CO 80504

Original Note Amt: \$265,200.00 **Loan Type:** CONV **Interest Rate:** 5.375
Current Amount: \$239,606.34 **As Of:** 11/12/2009 **Interest Type:** Fixed

Current Lender (Beneficiary): Wells Fargo Bank, N.A.
Current Owner: Scott McGilvrey and Gina McGilvrey
Grantee (Lender On Deed of Trust): Mortgage Electronic Registration Systems, Inc., as nominee for Pulte Mortgage, LLC
Grantor (Borrower On Deed of Trust): Scott McGilvrey and Gina McGilvrey

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: 09-26898 **Phone:** (303) 86-51400 **Fax:** (303) 86-51410

