

Notices of Election and Demand Filed in Weld County

From December 14, 2009 Through December 18, 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: 09-3052

NED Date:	12/16/2009	Reception #:	3665211		
Original Sale Date:	04/14/2010				
Deed of Trust Date:	12/07/2005	Recording Date:	12/28/2005	Reception #:	3350761
		Re-Recording Date		Re-Recorded #:	

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Legal: Lots 28, 31, 33, 34, 35, 37, 38 and 44, Block 3;
Lots 7, 10, 11 and 12, Block 4;
Lots 1, 5, 6, 10 and 12, Block 5;
Lots 2, 3, 4, 5, 6, 8, 10, 11 and 12, Block 6;
Lots 1, 2, 6 and 7, Block 7;
Carlson Farms Filing No. 2
County of Weld, State of Colorado.

Except the following portions of real property previously released from said Trust Deed 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. 3643980, and are more particularly described as:

Lots 28, 31, 37, Block 3;
Lot 11, Block 4;
Lots 1, 6, 10, 12, Block 5;
Lots 2, 3, 4, 5, 8, 10, Block 6;
Carlson Farms Filing No. 2
County of Weld, State of Colorado.

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

Lots 33, 34, 35, 38, and 44, Block 3;
Lots 7, 10, and 12, Block 4;
Lot 5, Block 5;
Lots 6, 11, and 12, Block 6;
Lots 1, 2, 6, and 7, Block 7
Carlson Farms Filing No. 2
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

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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) 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, Johnstown, CO 80534

Original Note Amt:	\$30,000,000.00	Loan Type:	Conventional	Interest Rate:	
Current Amount:	\$663,333.88	As Of:	12/02/2009	Interest Type:	Fixed

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

Publication: Greeley Tribune
First Publication Date: 02/26/2010
Last Publication Date: 03/26/2010

Attorney for Beneficiary: Biegling, Shapiro & Burrus LLP

Attorney File Number: 1262.012 **Phone:** (720) 48-80220 **Fax:** (720) 48-87711

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Foreclosure Number: 09-3055

NED Date:	12/14/2009	Reception #:	3664826		
Original Sale Date:	04/14/2010				
Deed of Trust Date:	04/06/2007	Recording Date:	04/12/2007	Reception #:	3468761
		Re-Recording Date		Re-Recorded #:	

Legal: LOT 6, BLOCK 3, WEST POINT SECOND FILING, CITY OF GREELEY, COUNTY WELD, STATE OF COLORADO

Address: 818 51st Avenue, Greeley, CO 80634

Original Note Amt:	\$173,600.00	LoanType:	Conventional	Interest Rate:	7.25
Current Amount:	\$169,257.12	As Of:	12/02/2009	Interest Type:	Fixed

Current Lender (Beneficiary):	Wells Fargo Bank, NA dba Americas Servicing Company
Current Owner:	
Grantee (Lender On Deed of Trust):	Mortgage Electronic Registration Systems, Inc., acting solely as nominee for SCME MORTGAGE BANKERS, INC.
Grantor (Borrower On Deed of Trust)	Steven M. Hahn

Publication:	Windsor Beacon	First Publication Date:	02/25/2010
		Last Publication Date:	03/25/2010

Attorney for Beneficiary: Aronowitz & Mecklenburg, LLP

Attorney File Number:	9106.00351	Phone:	(303) 81-31177	Fax:	(303) 81-31107
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Foreclosure Number: 09-3090

NED Date:	12/18/2009	Reception #:	3665856		
Original Sale Date:	08/04/2010				
Deed of Trust Date:	10/14/2004	Recording Date:	10/18/2004	Reception #:	3228120
		Re-Recording Date	05/02/2005	Re-Recorded #:	3282440

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

Address: 12560 Weld Co Rd. 94, Pierce, CO 80650

Original Note Amt:	\$143,115.00	LoanType:	FHA	Interest Rate:	6.375
Current Amount:	\$134,458.16	As Of:	12/07/2009	Interest Type:	Fixed

Current Lender (Beneficiary):	Wells Fargo Bank, N.A.
Current Owner:	Brad Michael Russell
Grantee (Lender On Deed of Trust):	Mortgage Electronic Registration Systems, Inc., as nominee for Wallick and Volk, Inc.
Grantor (Borrower On Deed of Trust)	Brad Michael Russell

Publication:	Windsor Beacon	First Publication Date:	06/17/2010
		Last Publication Date:	07/15/2010

Attorney for Beneficiary: Castle, Meinhold & Stawiarski LLC

Attorney File Number:	09-28722	Phone:	(303) 86-51400	Fax:	(303) 86-51410
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Foreclosure Number: 09-3091

NED Date:	12/18/2009	Reception #:	3665853		
Original Sale Date:	04/21/2010				
Deed of Trust Date:	07/24/2007	Recording Date:	07/26/2007	Reception #:	3493072
		Re-Recording Date		Re-Recorded #:	

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Legal: Parcel 1:

Lots 6 and 9, Block 2 and Lots 16, 21, and 23, Block 3,
Carlson Farms, Filing No. 2,
County of Weld., State of Colorado.

Parcel 2:

Lots 1 and 3, Block 4, Corbett Glen, County of Weld, State of Colorado.

Parcel 3:

Lot 30, Saddleback Heights, County of Weld, State of Colorado.

Except the following portions of real property previously released from said Trust Deed 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. 3643981, and are more particularly described as:

Parcel 1:

Lot 6, Block 2 and Lot 23, Block 3
Carlson Farms, Filing No. 2

Parcel 2:

Lots 1 and 3, Block 4, Corbett Glen, County of Weld, State of Colorado.

Except the following portions of real property previously released from said Trust Deed via Partial Release of Deed of Trust issued by the Weld County, Colorado Public recorded by the Weld County, Colorado Clerk & Recorder on November 2, 2009 at No. 3657077, and are more particularly described as:

Parcel 3:

Lot 30, Saddleback Heights, County of Weld, State of Colorado.

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

Parcel 1:

Lot 9,Block2 and Lots 16, 21, Block 3
Carlson Farms, Filing No. 2
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

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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) 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, Johnstown, CO 80534

Original Note Amt:	\$30,000,000.00	Loan Type:	Conventional	Interest Rate:	
Current Amount:	\$217,785.16	As Of:	12/04/2009	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)	Advocate Land Company, Inc.

Publication:	Greeley Tribune	First Publication Date:	03/05/2010
		Last Publication Date:	04/02/2010

Attorney for Beneficiary: Biegling, Shapiro & Burrus LLP

Attorney File Number:	1262.015	Phone:	(720) 48-80220	Fax:	(720) 48-87711
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Foreclosure Number: 09-3108

NED Date: 12/18/2009 **Reception #:** 3665867
Original Sale Date: 04/21/2010
Deed of Trust Date: 12/10/2003 **Recording Date:** 12/23/2003 **Reception #:** 3138185
Re-Recording Date: **Re-Recorded #:**

Legal: SEE ATTACHED EXHIBIT "A".

Address: 5132 MT. BUCHANAN AVE, LONGMONT, CO 80504

Original Note Amt: \$237,361.00 **Loan Type:** Conventional **Interest Rate:** 3.625
Current Amount: \$237,361.00 **As Of:** 12/07/2009 **Interest Type:** Adjustable

Current Lender (Beneficiary): WELLS FARGO BANK, N.A.
Current Owner: ANDREW J. GILLIS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
Grantee (Lender On Deed of Trust): WELLS FARGO BANK, N.A.
Grantor (Borrower On Deed of Trust): ANDREW J. GILLIS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Publication: Greeley Tribune **First Publication Date:** 03/05/2010
Last Publication Date: 04/02/2010

Attorney for Beneficiary: Brown, Berardini & Dunning PC

Attorney File Number: 1701-B48 **Phone:** (303) 32-93363 **Fax:** (303) 39-38438

Foreclosure Number: 09-3109

NED Date: 12/18/2009 **Reception #:** 3665874
Original Sale Date: 04/21/2010
Deed of Trust Date: 07/17/2006 **Recording Date:** 07/26/2006 **Reception #:** 3405766
Re-Recording Date: **Re-Recorded #:**

Legal: LOT 2, BLOCK 1, MARCH ADDITION TO HUNTER HEIGHTS, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

Address: 1003 34th Ave, Greeley, CO 80634

Original Note Amt: \$121,350.00 **Loan Type:** Conventional **Interest Rate:** 8.250
Current Amount: \$120,516.37 **As Of:** 12/08/2009 **Interest Type:** Fixed

Current Lender (Beneficiary): U.S. Bank National Association, as Successor Trustee, to Bank of America, National Association as successor my merger to LaSalle Bank National Association, as Trustee, for Ownit Mortgage Loan Trust, Ownit Mortgage Loan Asset-Backed Certificates, Series 2006-6
Current Owner: Roy Rudolph Claussen
Grantee (Lender On Deed of Trust): Mortgage Electronic Registration Systems, Inc. acting solely as nominee for OWNIT MORTGAGE SOLUTIONS, INC.
Grantor (Borrower On Deed of Trust): Roy Rudolph Claussen

Publication: Windsor Beacon **First Publication Date:** 03/04/2010
Last Publication Date: 04/01/2010

Attorney for Beneficiary: Aronowitz & Mecklenburg, LLP

Attorney File Number: 1185.01642 **Phone:** (303) 81-31177 **Fax:** (303) 81-31107

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