

# Public Notices

## STAY INFORMED

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### NOTICE OF MORTGAGE FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: August 25, 2006

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$239,920.00

MORTGAGOR(S): Kevin Dietrich, a married person

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

DATE AND PLACE OF RECORDING: Recorded: August 30, 2006 McLeod County Recorder  
Document Number: A-364508

Transaction Agent: Mortgage Electronic Registration Systems, Inc.  
Transaction Agent Mortgage Identification Number: 100143500611670022  
Lender or Broker: American Mortgage Corporation  
Residential Mortgage Servicer: Aurora Loan Services, LLC  
Mortgage Originator: Not Applicable

COUNTY IN WHICH PROPERTY IS LOCATED: McLeod  
Property Address: 129 Fairlawn Ave E, Winsted, MN 55395-1040  
Tax Parcel ID Number: 21-055-0720

LEGAL DESCRIPTION OF PROPERTY: Beginning at the Northeast corner of Lot One (1) in Lot Two (2) of Auditor's Subdivision of Dawson's Addition to Winsted, according to the plat thereof on file and of record in the Office of the Register of Deeds of McLeod County, Minnesota, thence Easterly along a line that is continuation of the South Street property line, One Hundred (100) feet to an iron monument; thence Southerly at an angle of Eighty-eight (88) degrees Twenty-one (21) minutes, One Hundred Fifteen (115) feet to an iron monument on the top bank of Winsted Lake; thence Southwesterly along the top bank of Winsted Lake, Ninety-seven and eight tenths (97.8) feet to an iron monument; thence Northerly Twenty-five feet to an iron monument; thence Westerly at an angle Eighty-eight (88) degrees Twenty-one (21) minutes, Ten (10) feet to an iron monument, said point being the Southeast corner of Lot One (1) in Lot Two (2) of Auditor's Subdivision of Dawson's Addition to Winsted; thence Northerly at an angle of Ninety-one (91) degrees Thirty-nine (39) minutes, One Hundred Twenty-five and Sixty-five hundredths (125.65) feet to place of beginning, being a part of Lot Five (5) of Auditor's Subdivision of Dawson's Addition to Winsted.

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$259,213.76

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above-described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: January 07, 2010 at 10:00 AM

PLACE OF SALE: Sheriff's Main Office, Main Lobby, McLeod County Law Enforcement Center, Glencoe, Minnesota

to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorney fees allowed by law, subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

If the Mortgage is not reinstated under Minn. Stat. §580.30 or the property is not redeemed under Minn. Stat. §580.23, the Mortgagor must vacate the property on or before 11:59 p.m. on July

07, 2010, or the next business day if July 07, 2010 falls on a Saturday, Sunday or legal holiday.

Mortgagor(s) released from financial obligation: NONE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

DATED: November 26, 2009  
MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

Wilford & Geske, P.A.  
Attorneys for Mortgagee  
Lawrence A. Wilford  
James A. Geske  
8425 Seasons Parkway, Suite 105  
Woodbury, MN 55125-4393  
(651) 209-3300

File Number: 007389F02

### NOTICE OF MORTGAGE FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: February 19, 2004

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$102,400.00

MORTGAGOR(S): Cheryl N. Tesch Fernandez, an unmarried woman

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

DATE AND PLACE OF RECORDING: Recorded: February 25, 2004 McLeod County Recorder  
Document Number: 340504

ASSIGNMENTS OF MORTGAGE: And assigned to: BAC Home Loans Servicing, L.P.  
Dated: November 16, 2009

Transaction Agent: Mortgage Electronic Registration Systems, Inc.  
Transaction Agent Mortgage Identification Number: 100030200311001059  
Lender or Broker: Cherry Creek Mortgage Company, Inc.  
Residential Mortgage Servicer: BAC Home Loans Servicing, L.P.  
Mortgage Originator: Not Applicable

COUNTY IN WHICH PROPERTY IS LOCATED: McLeod  
Property Address: 979 Hayden Ave SW, Hutchinson, MN 55350-2341  
Tax Parcel ID Number: 23-172-0020

LEGAL DESCRIPTION OF PROPERTY: West 80.5 feet of Lot 2 of Stucke's First Addition to the City of Hutchinson.

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$96,629.57

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale con-

tained in said mortgage, the above-described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: January 07, 2010 at 10:00 AM

PLACE OF SALE: Sheriff's Main Office, Main Lobby, McLeod County Law Enforcement Center, Glencoe, Minnesota

to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorney fees allowed by law, subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

If the Mortgage is not reinstated under Minn. Stat. §580.30 or the property is not redeemed under Minn. Stat. §580.23, the Mortgagor must vacate the property on or before 11:59 p.m. on July 07, 2010, or the next business day if July 07, 2010 falls on a Saturday, Sunday or legal holiday.

Mortgagor(s) released from financial obligation: NONE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

DATED: November 19, 2009  
ASSIGNEE OF MORTGAGEE: BAC Home Loans Servicing, L.P.

Wilford & Geske, P.A.  
Attorneys for Assignee of Mortgagee  
Lawrence A. Wilford  
James A. Geske  
8425 Seasons Parkway, Suite 105  
Woodbury, MN 55125-4393  
(651) 209-3300

File Number: 010344F01

### NOTICE OF MORTGAGE FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: April 02, 2003

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$43,000.00

MORTGAGOR(S): Rose M Meehl, an unmarried individual

MORTGAGEE: First Minnesota Bank, N.A.

DATE AND PLACE OF RECORDING: Recorded: April 08, 2003 McLeod County Recorder  
Document Number: 330169

ASSIGNMENTS OF MORTGAGE: And assigned to: U.S. Bank, N.A.  
Dated: April 02, 2003  
Recorded: April 08, 2003 McLeod County Recorder  
Document Number: A 330170

Transaction Agent: Not Applicable  
Transaction Agent Mortgage Identification Number: Not Applicable  
Lender or Broker: First Minnesota Bank, N.A.

Residential Mortgage Servicer: U.S. Bank Home Mortgage  
Mortgage Originator: Not Applicable

COUNTY IN WHICH PROPERTY IS LOCATED: McLeod  
Property Address: 21135 Kale Dr, Silver Lake, MN 55381-6028  
Tax Parcel ID Number: 05-050-0100

LEGAL DESCRIPTION OF PROPERTY: Lot Nine (9), Block One (1), Swan Lake Estates, according to the recorded plat and survey thereof now on file and of record in the Office of the County Recorder in and for McLeod County, Minnesota.

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$41,135.19

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above-described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: January 28, 2010 at 10:00 AM

PLACE OF SALE: Sheriff's Main Office, Main Lobby, McLeod County Law Enforcement Center, Glencoe, Minnesota

to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorney fees allowed by law, subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

If the Mortgage is not reinstated under Minn. Stat. §580.30 or the property is not redeemed under Minn. Stat. §580.23, the Mortgagor must vacate the property on or before 11:59 p.m. on July 28, 2010, or the next business day if July 28, 2010 falls on a Saturday, Sunday or legal holiday.

Mortgagor(s) released from financial obligation: NONE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

DATED: December 10, 2009  
ASSIGNEE OF MORTGAGEE: U.S. Bank, N.A.

Wilford & Geske, P.A.  
Attorneys for Assignee of Mortgagee  
Lawrence A. Wilford  
James A. Geske  
8425 Seasons Parkway, Suite 105  
Woodbury, MN 55125-4393  
(651) 209-3300

File Number: 010548F01

### NOTICE OF MORTGAGE FORECLOSURE SALE

NOTICE IS HEREBY GIVEN THAT default has occurred in the conditions of the following described Mortgage:

DATE OF MORTGAGE: November 15, 2002.

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$138,000.

MORTGAGOR(S): John Mast and Cassandra Mast, husband and wife.

MORTGAGEE: Citizens Bank & Trust Co., Hutchinson, Minn.

DATE AND PLACE OF RECORDING: Recorded: November 18, 2002.  
Document #: A-325558.  
McLeod County Recorder.

Transaction Agent: Citizens Bank & Trust Co., Hutchinson, Minn.  
Transaction Agent Mortgage Identification Number: 5001488.  
Lender or Broker: Citizens Bank & Trust Co., Hutchinson, Minn.  
Residential Mortgage Servicer: Citizens Bank & Trust Co., Hutchinson, Minn.  
Mortgage Originator: Citizens Bank & Trust Co., Hutchinson, Minn.

LEGAL DESCRIPTION OF PROPERTY: Lot 8 in Block 23 in the Townsite of Hutchinson, North Half AND Lot 9, Block 23, Townsite of Hutchinson, North Half, McLeod County, Minnesota.  
PROPERTY ADDRESS AND TAX PARCEL ID:  
Address: 167 and 177 Third Avenue NW, Hutchinson, Minnesota.  
PID#: 23.056.2330 and 23.056.2320.

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$25,379.80.

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said Mortgage, or any part thereof.  
PURSUANT to the power of sale contained in said Mortgage, the above-described property will be sold by the Sheriff of said County as follows:  
DATE AND TIME OF SALE: February 2, 2010, 10:00 a.m.  
PLACE OF SALE: Sheriff's main office lobby, McLeod County Law Enforcement Center, Glencoe, Minnesota,

to pay the debt secured by said Mortgage and taxes, if any, on said premises and the costs and disbursements, including attorney's fees allowed by law, subject to redemption within 12 months from the date of said sale by the Mortgagor(s), their personal representatives or assigns.

Mortgagor(s) released from financial liability: NONE.  
THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.  
THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

Dated: December 15, 2009.

Citizens Bank & Trust Co., Hutchinson, Minn., Mortgagee.

KRAFT, WALSER, HETTIG,

HONSEY & KLEIMAN, PLLP  
BY:

Daniel B. Honsey  
Attorney I.D. No. 229374  
Attorneys for Mortgagee  
131 South Main Street  
P.O. Box 129  
Hutchinson, MN 55350  
Telephone: (320) 587-8150

File ID: 1554-011

### ADVERTISEMENT FOR BIDS PARK TOWERS PARKING LOT IMPROVEMENTS HOUSING AND REDEVELOPMENT AUTHORITY OF HUTCHINSON HUTCHINSON, MINNESOTA

PROJECT/SCOPE: The Housing and Redevelopment Authority of Hutchinson, Minnesota, will receive sealed bids for parking lot improvements at the HRA Park Towers Apartment Building, Hutchinson, Minnesota. The project includes the improvement of 3 parking areas and the adjacent pedestrian, lighting and landscape facilities.

BID DATE/LOCATION: Bids shall be delivered to the office of the Housing and Redevelopment Authority, 133 3rd Avenue SW, Hutchinson, Minnesota, 55350 on or before 11:00 AM Thursday, January 14, 2010, at which time bids will be publicly opened and read aloud.

No bid may be withdrawn within forty five (45) days after the scheduled time for the receipt of bids without the consent of the Owner.

BID TYPE: One bid will be received for all work.

BID DOCUMENT EXAMINATION: Form of Proposal, Drawings and Specifications are on file at the office of Widseth Smith Nolting & Associates, 610 Fillmore St., Alexandria, MN 56308; the office of Hutchinson HRA Park Towers, 133 3rd Ave SW, Hutchinson, MN 55350 and Builders Exchanges at Minneapolis, St. Paul, St. Cloud, Minnesota.

BID DOCUMENT PROCUREMENT: Drawings and Specifications and other documents may be obtained by Contractors at the Alexandria, MN office of the Engineer upon payment of \$45.00 non-refundable deposit for each set.

Section 135.1 Purpose: The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very-low income persons.

BID SECURITY: All bids must be accompanied by a Certified Check, Bank Draft, U.S. Government Bonds (at Par Value) or Bid Bond secured by a Surety Company, payable to the Housing and Redevelopment Authority of Hutchinson, Minnesota, in an amount equal to five percent (5%) of the total amount of the bid.

WAGE RATES: Attention is called to the provisions for equal employment opportunity and the payment of not less than the minimum hourly rates and benefits as set forth in the specifications.

The Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDS REQUESTED BY: Jean Ward, Executive Director  
The Housing and Redevelopment Authority of Hutchinson  
Hutchinson, Minnesota 55350