

LEGAL NOTICE

FORECLOSURE SALE NOTICE

Default in the payment of principal and interest has occurred under the terms of a Promissory Note (the "Note") dated November 16, 2012, executed and delivered by Matthew D. Hamsher ("Mortgagor") to Wells Fargo Bank, N.A., and a real estate Mortgage (the "Mortgage") of the same date securing the Note, which Mortgage was executed and delivered by said Mortgagor, to said Mortgagee, and which Mortgage was recorded on December 11, 2012, at Reception No. 740277, in Book 341, at Page 0760 in the public records in the office of the County Clerk and ex-officio Register of Deeds in and for Weston County, Wyoming.

The Mortgage contains a power of sale which, by reason of said default, the Mortgagee declares to have become operative, and no suit or proceeding has been instituted at law to recover the debt secured by the Mortgage or any part thereof, nor has any such suit or proceeding been instituted and the same discontinued.

Written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage as of November 22, 2024 being the total sum of \$77,006.28, plus interest, costs expended, late charges, and attorney fees accruing thereafter through the date of sale.

The property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale. Any prospective purchaser should research the status of title before submitting a bid.

If the foreclosure sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of his/her/its money paid. The Purchaser shall have no further recourse against the Mortgagee, Mortgagor, Servicer, or their attorneys.

NOW, THEREFORE, Wells Fargo Bank, N.A., as Mortgagee, will have the Mortgage foreclosed by law by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Weston County, Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on January 7, 2025 at the Weston County Courthouse located at 1 West Main, Newcastle, WY 82701, for application to the above-described amounts secured by the Mortgage, said mortgaged property being described as follows:

The Easterly fifty-eight feet of Lot 6 of Block Two, Third Addition to the Town of Upton, Weston County, Wyoming more particularly described as follows:

Commencing at the Northeast corner of Lot 118 of the Section Addition to the Town of Upton; thence running in a Northeasterly direction in a line with the East line of said Lot 118 and of Lot Six a distance of 200 feet to a point of intersection the Southerly street line of First Street; thence in a Northwesterly direction in line with said Southerly street line of said First Street a distance of 58 feet; thence at right angles in a Southwesterly direction and parallel with the East lot line of said Lot 6 a distance of 200 feet to intersect the Northerly line of said Lot 118 of said Second Addition; thence at right angles in a line with the Northerly lot line of said Lot 118 a distance of 58 feet, more or less, back to the point of beginning, being all that portion of Lot Six of the said Block Two, Third Addition to the Town of Upton, Weston County, Wyoming except that portion conveyed by Warranty Deed recorded November 8, 1950 in Book 33 of Warranty Deeds at page 186 in the records of Weston County, Wyoming.

More Correctly Described As:

The Easterly fifty-eight feet of Lot 6 of Block Two, Third Addition to the Town of Upton, Weston County, Wyoming more particularly described as follows:

Commencing at the Northeast corner of Lot 118 of the Second Addition to the Town of Upton; thence running in a Northeasterly direction in a line with the East line of said Lot 118 and of Lot Six a distance of 200 feet to a point of intersection the Southerly street line of First Street; thence in a Northwesterly direction in line with said Southerly street line of said First Street a distance of 58 feet; thence at right angles in a Southwesterly direction and parallel with the East lot line of said Lot 6 a distance of 200 feet to intersect the Northerly line of said Lot 118 of said Second Addition; thence at right angles in a line with the Northerly lot line of said Lot 118 a distance of 58 feet, more or less, back to the point of beginning, being all that portion of Lot Six of the said Block Two, Third Addition to the Town of Upton, Weston County, Wyoming except that portion conveyed by Warranty Deed recorded November 8, 1950 in Book 33 of Warranty Deeds at page 186 in the records of Weston County, Wyoming.

With an address of 628 First Street, Upton, WY 82730 (the undersigned disclaims liability for any error in the address).

Together with all improvements thereon situate and all fixtures and appurtenances thereto.

Mortgagee shall have the exclusive right to rescind the foreclosure sale during the redemption period. In the event that the sale is rescinded or vacated for any reason, the successful purchaser shall only be entitled to a refund of his/her/its purchase price and/or statutory interest.

Dated: November 20, 2024.

Wells Fargo Bank, N.A.
By: Brigham J. Lundberg
Halliday, Watkins & Mann, P.C.
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801-355-2886
HWM File # WY21772